

WHEN RECORDED RETURN TO:

Gregory W. Marler, Esq.
BECKER & POLIAKOFF, P.A.
999 Vanderbilt Beach Road
Suite 501
Naples, Florida 34108

INSTR 4567134 OR 4686 PG 97
RECORDED 5/26/2011 2:18 PM PAGES 3
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT
COLLIER COUNTY FLORIDA
REC \$27.00

Recording Fee: \$27.00

CERTIFICATE OF AMENDMENT

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

LE JARDIN, A CONDOMINIUM

I HEREBY CERTIFY that the following amendment to the Amended and Restated Declaration of Condominium of Le Jardin, a Condominium, was duly adopted by the Association membership at the duly noticed Annual Meeting of the Association on the 21st day of April, 2011. The original Declaration of Condominium is recorded at O.R. Book 2406, Page 433, of the Public Records of Collier County, Florida, as amended. The Amended and Restated Declaration of Condominium is recorded at O.R. Book 3775, Page 3994, of the Public Records of Collier County, Florida, as amended.

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

Amendment:

Article 9, Section 9.6; Amended and Restated Declaration of Condominium

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

...

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 nonexercise 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 also plan and conduct social events. The Association may impose fees for an Owner's or Owner's exclusive use of Common Elements or Association Property (for example, for renting the Guest Suites, or the Clubroom or Cardroom for a party). 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 Owners. The acquisition of additional real property by the Association shall not be deemed a material change in the appurtenances of the Units.

(Remainder of Article 9 Remains Unchanged)

Certificate of Amendment
Page 1 of 3

Amendment:

Article 10, Section 10.1; Amended and Restated Declaration of Condominium

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

10.1 Common Expenses. Common Expenses include the expenses of insurance, maintenance, operation, repair, replacement and betterment of the Common Elements and Association Property, the expenses of operating the Association, expenses declared to be Common Expenses by the Condominium Act, the Declaration and Bylaws, and any valid charge against the Condominium as a whole. The cost of water and sewer service to the Common Elements and Units, electrical service to the Common Elements, trash collection, and the gas used in the gas system installed by the Developer serving all of the Units for cooking and fireplace, shall be a Common Expense. If the Association contracts for pest control within Units or cable or master antennae television programming services in bulk for the entire Condominium, the cost of such services shall be a common expense. Electrical, telephone, gas (other than the gas system installed by the Developer during construction of the building serving all units used for cooking and fireplace), oxygen, and any other service for the Unit shall not be a Common Expense. The City of Naples has located their water and sewage facilities within the Utility Easement area as set forth on Exhibit "A-1" (Boundary Survey), in which part of the Common Elements (parking area, landscaping, paving, and other such improvements) will be located as set forth on Exhibit "A-2" (Plot Plan). The costs, if any, of the removal and replacement, if required by the City, of any Common Elements removed by the City for the reasonable and necessary purpose of constructing, maintaining, replacing or removing the City's utility facilities within the easement shall be a Common Expense. Common Expenses may also include social expenses (including, but not limited to, food and drink for Association meetings and functions).

(Signatures on Following Page)

WITNESSES:
(TWO)

Jeannette Oldland
Signature
JEANNETTE Oldland
Printed Name

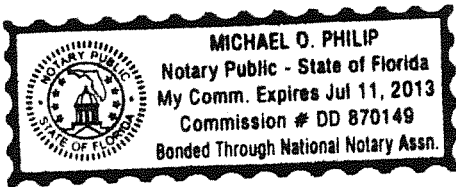
Ben G Grant
Signature
BEN G. GRANT
Printed Name

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

LE JARDIN CONDOMINIUM
ASSOCIATION, INC.

BY: George McLaughlin
George McLaughlin, President
Date: 5/23/11
(CORPORATE SEAL)

The foregoing instrument was acknowledged before me this 23RD day of MAY, 2011, by **George McLaughlin** as President of **Le Jardin Condominium Association, Inc.**, a Florida Corporation, on behalf of the corporation. He is personally known to me.



Michael O. Philip
Notary Public
Michael O. Philip
Printed Name
My commission expires: 7/11/2013

ACTIVE: 3349261_1

257

Instrument prepared by and return to:
Steven M. Falk, Esq.
Roetzel & Andress, A Legal Professional Association
850 Park Shore Drive, Third Floor
Naples, FL 34103
(941) 649-6200

Retn:
ROETZEL & ANDRESS
850 PARK SHORE DR 3RD FLOOR
NAPLES FL 34103

(Space above line for recording information)

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of Le Jardin Condominium Association, Inc., a Florida corporation, not for profit, does hereby certify that the Amended and Restated Declaration of Condominium and Bylaws attached hereto were approved and adopted by the requisite vote of the members at the duly noticed special members' meeting held on March 24, 2004, at which a quorum was present. Also attached hereto are the original legal description, survey/floor plans and Articles of Incorporation. The Declaration of Condominium for Le Jardin, a Condominium was originally recorded at O.R. Book 2406, Page 433, et seq., Public Records of Collier County, Florida.

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

LE JARDIN CONDOMINIUM ASSOCIATION, INC.

[SEAL]

By: *Reese Zantop*
Reese Zantop, President

Christine R. Zantop
Witness
Print Name: CHRISTINE R. ZANTOP

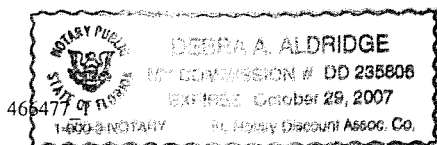
Michael D. Phillip
Witness
Print Name: Michael D. Phillip

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 4th day of April, 2005, by Reese Zantop as President of Le Jardin Condominium Association, Inc., the corporation described in the foregoing instrument, who is (X) personally known to me or who has produced _____ as identification, and who took an oath, and acknowledged executing the same under authority vested in him by said corporation.

(SEAL)

Debra A. Aldridge
Notary Public, State of Florida
Printed Name of Notary Public Debra A. Aldridge
Serial Number DD 235806
My Commission expires: 10-29-07



AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
LE JARDIN, A CONDOMINIUM

Instrument prepared by and after recording return to:

Steven M. Falk, Esq.
Roetzel & Andress, a Legal Professional Association
850 Park Shore Drive
Third Floor
Naples, FL 34103
(239) 649-6200

TABLE OF CONTENTS
FOR
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
LE JARDIN, A CONDOMINIUM

	<u>PAGE NO.</u>
1. <u>SUBMISSION TO CONDOMINIUM OWNERSHIP</u>	1
2. <u>NAME AND ADDRESS</u>	1
3. <u>DESCRIPTION OF CONDOMINIUM PROPERTY</u>	1
4. <u>DEFINITIONS</u>	1
4.1 <u>Apartment or Unit</u>	1
4.2 <u>Apartment Owner or Owner</u>	1
4.3 <u>Assessments</u>	2
4.4 <u>Association</u>	2
4.5 <u>Association Property</u>	2
4.6 <u>Board of Directors or Board</u>	2
4.7 <u>Condominium Documents</u>	2
4.7.1 <u>Condominium Property</u>	2
4.8 <u>Family or Single Family</u>	2
4.9 <u>Fixtures</u>	2
4.10 <u>Guest</u>	2
4.11 <u>Institutional Mortgagee</u>	2
4.12 <u>Lease</u>	3
4.13 <u>Limited Common Elements</u>	3
4.14 <u>Occupy</u>	3
4.15 <u>Primary Institutional Mortgagee</u>	3
4.16 <u>Primary Occupants</u>	3
4.17 <u>Rules and Regulations</u>	3
4.18 <u>Utility Services</u>	3
4.19 <u>Voting Interests</u>	3
5. <u>DESCRIPTION OF IMPROVEMENTS: SURVEY AND PLANS</u>	3
5.1 <u>Survey and Plot Plans</u>	3
(A) <u>Upper and Lower Boundaries</u>	4
(B) <u>Perimeter Boundaries</u>	4

(B) Exclusions from Units.....4

6. CONDOMINIUM PARCELS: APPURTENANCES AND USE4

6.1 Shares of Ownership4

6.2 Appurtenances to Each Unit.....5

6.3 Use and Possession5

7. COMMON ELEMENTS: EASEMENTS5

7.1 Definition.....5

7.1.1 Guest Suites6

7.2 Easements6

(A) Utility and other Easements6

(B) Encroachments.....6

(C) Ingress and Egress.....6

7.3 Restraint Upon Separation and Partition6

8. LIMITED COMMON ELEMENTS/MAINTENANCE7

8.1 Description of Limited Common Elements7

8.2 Exclusive Use; Transfer of Use Rights.....7

9. ASSOCIATION7

9.1 Articles of Incorporation7

9.2 Bylaws7

9.3 Delegation of Management7

9.4 Membership7

9.5 Acts of the Association7

9.6 Powers and Duties.....8

9.7 Official Records.....8

9.8 Purchase of Units8

9.9 Acquisition of Property8

9.10 Disposition of Property8

9.11 Roster.....8

9.12 Limitation on Liability8

9.13 Commons.....8

10. ASSESSMENTS AND LIENS.....9

10.1 Common Expenses.....9

10.2 Share of Common Expenses.....9

10.3 Ownership.....10

10.4 Who is Liable for Assessments10

10.5 No Waiver or Excuse from Payment10

10.6 Application of Payments; Failure to Pay; Interest10

OK: 3/15 PG. 396

10.7 Acceleration.....10
 10.8 Liens10
 10.9 Priority of Lien.....11
 10.10 Foreclosure of Lien.....11
 10.11 Certificate as to Assessments.....11

11. MAINTENANCE: MATERIAL ALTERATIONS AND IMPROVEMENTS.....11

11.1 Association Maintenance11
 11.2 Owner Maintenance12
 11.3 Other Owner’s Responsibilities.....13
 (A) Limited Common Elements.....13
 (1) Balconies and Terraces13
 (2) Parking Spaces13
 (B) Interior Decorating.....13
 (C) Flooring13
 (D) Window Coverings14
 (E) Modifications and Alterations.....14
 (F) Use of Licensed and Insured Contractors; Construction Lien Law.....14
 11.4 Appliance Maintenance Contracts.....14
 11.5 Alteration of Units or Common Elements by Owners14
 11.6 Combining Units.....15
 11.7 Alterations and Additions to Common Elements and Association Property.....15
 11.8 Enforcement of Maintenance15
 11.9 Negligence: Damage Caused by Condition in Unit15
 11.10 Association's Access to Units.....15
 11.11 Pest Control16
 11.12 Board Approval of Alterations or Construction.....16

12. USE RESTRICTIONS.....16

12.1 Units16
 12.2 Occupancy in Absence of Owner16
 12.3 Exceptions17
 12.4 Occupancy When Owner is Present17
 12.5 Minors.....17
 12.6 Pets17
 12.7 Parking.....17
 12.8 Nuisances.....17
 12.9 Signs17
 12.10 Use of Common Elements.....18
 12.11 Subdivision Restrictions.....18

13. LEASING OF UNITS.....18

13.1 Procedures18
 (A) Notice by the Owner18

	(B)	<u>Board Action</u>	18
	(C)	<u>Disapproval</u>	18
	(D)	<u>Failure to Give Notice or Obtain Approval</u>	19
	(E)	<u>Applications: Assessments</u>	19
	(F)	<u>Committee Approval</u>	19
13.2		<u>Term of Lease and Frequency of Leasing</u>	19
13.3		<u>Exceptions</u>	19
13.4		<u>Occupancy During Lease Term</u>	20
13.5		<u>Occupancy in Absence of Lessee</u>	20
13.6		<u>Use of Common Elements and Association Property</u>	20
13.7		<u>Regulation by Association</u>	20
13.8		<u>Fees and Deposits for the Lease of Units</u>	20
13.9		<u>Unapproved Leases</u>	20
14.		<u>TRANSFER OF OWNERSHIP OF UNITS</u>	20
14.1		<u>Forms of Ownership</u>	20
	(A)	<u>Individual Ownership</u>	20
	(B)	<u>Co-Ownership</u>	21
	(C)	<u>Ownership by Corporations, Partnerships or Trusts</u>	21
	(D)	<u>Designation of Primary Occupants</u>	21
	(E)	<u>Life Estate</u>	21
14.2		<u>Transfers</u>	21
	(A)	<u>Sale</u>	21
	(B)	<u>Devise, Gift or Inheritance</u>	21
	(C)	<u>Other Transfers</u>	22
14.3		<u>Procedures</u>	22
	(A)	<u>Notice to Association</u>	22
	(1)	<u>Sale</u>	22
	(2)	<u>Devise, Gift(Estate-Planning), Inheritance or Other Transfers</u>	22
	(3)	<u>Demand</u>	22
	(4)	<u>Failure to Give Notice</u>	22
	(B)	<u>Board Action</u>	22
	(C)	<u>Disapproval</u>	23
	(1)	<u>With Good Cause</u>	23
	(2)	<u>Without Good Cause</u>	23
14.4		<u>Exception</u>	24
14.5		<u>Unapproved Transfers</u>	24
14.6		<u>Fees and Deposits Related to the Sale of Units</u>	24
15.		<u>INSURANCE</u>	24
15.1		<u>Association Insurance: Duty and Authority to Obtain</u>	24
15.2		<u>Required Coverage</u>	24
	(A)	<u>Casualty Insurance</u>	24
	(B)	<u>Public Liability Insurance</u>	25
	(C)	<u>Workmen's Compensation</u>	25

	(D)	<u>Flood</u>	25
	(E)	<u>Directors, Officers and Committee Members' Liability (Errors and Omissions)</u>	25
	(G)	<u>Fidelity Bond/Insurance</u>	25
15.3		<u>Exclusions from Association Coverage</u>	25
15.4		<u>Optional Coverage</u>	25
15.5		<u>Description of Coverage</u>	26
15.6		<u>Waiver of Subrogation</u>	26
15.7		<u>Insurance Proceeds</u>	26
	(A)	<u>Common Elements</u>	26
	(B)	<u>Units</u>	26
	(C)	<u>Mortgage</u>	26
15.8		<u>Distribution of Proceeds</u>	27
	(A)	<u>Cost of Reconstruction or Repair</u>	27
	(B)	<u>Failure to Reconstruct or Repair</u>	27
15.9		<u>Association as Agent</u>	27
16.		<u>RECONSTRUCTION OR REPAIR AFTER CASUALTY</u>	27
	16.1	<u>Damage to Units</u>	27
	16.2	<u>Damage to Common Elements-Less than "Very Substantial"</u>	27
	16.3	<u>"Very Substantial" Damage</u>	28
	16.4	<u>Application of Insurance Proceeds</u>	29
	16.5	<u>Plans and Specifications</u>	29
17.		<u>CONDEMNATION</u>	29
	17.1	<u>Deposit of Awards with Association</u>	29
	17.2	<u>Determination Whether to Continue Condominium</u>	29
	17.3	<u>Disbursement of Funds</u>	29
	17.4	<u>Association as Agent</u>	29
	17.5	<u>Units Reduced but Habitable</u>	29
		(A) <u>Restoration of Unit</u>	29
		(B) <u>Distribution of Surplus</u>	30
		(C) <u>Adjustment of Shares in Common Elements</u>	30
	17.6	<u>Unit Made Not Habitable</u>	30
		(A) <u>Payment of Award</u>	30
		(B) <u>Addition to Common Elements</u>	30
		(C) <u>Adjustment of Shares in Common Elements</u>	30
		(D) <u>Assessments</u>	30
		(E) <u>Arbitration</u>	30
	17.7	<u>Taking of Common Elements</u>	30
	17.8	<u>Amendment of Declaration</u>	31
18.		<u>TERMINATION</u>	31
	18.1	<u>Very Substantial Damage</u>	31

18.2	<u>Agreement</u>	31
	(A) <u>Exercise of Option</u>	31
	(B) <u>Price</u>	31
	(C) <u>Payment</u>	31
	(D) <u>Closing</u>	31
18.3	<u>Certificate</u>	32
18.4	<u>Shares of Owners After Termination</u>	32
18.5	<u>Amendment</u>	32
19.	<u>ENFORCEMENT</u>	32
	19.1 <u>Duty to Comply; Right to Sue</u>	32
	19.2 <u>Waiver of Rights</u>	32
	19.3 <u>Attorney's Fees</u>	32
	19.4 <u>No Election of Remedies</u>	33
	19.5 <u>Mandatory Nonbinding Arbitration</u>	33
20.	<u>RIGHTS OF MORTGAGEES</u>	33
	20.1 <u>Approvals</u>	33
	20.2 <u>Notice of Casualty or Condemnation</u>	33
	20.3 <u>Mortgage Foreclosure</u>	33
	20.4 <u>Redemption</u>	34
	20.5 <u>Right to Inspect Books</u>	34
	20.6 <u>Financial Statement</u>	34
	20.7 <u>Lender's Notices</u>	34
21.	<u>AMENDMENT OF CONDOMINIUM DOCUMENTS</u>	34
	21.1 <u>Proposal</u>	34
	21.2 <u>Procedure</u>	34
	21.3 <u>Vote Required</u>	35
	21.4 <u>Certificate; Recording</u>	35
	21.5 <u>Proviso</u>	35
22.	<u>MISCELLANEOUS</u>	35
	22.1 <u>Severability</u>	35
	22.2 <u>Applicable Statutes</u>	35
	22.3 <u>Conflicts</u>	35
	22.4 <u>Interpretation</u>	35
	22.5 <u>Exhibits</u>	36
	22.6 <u>Singular, Plural and Gender</u>	36
	22.7 <u>Headings</u>	36

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

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

OF

LE JARDIN, A CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

That heretofore, the original Declaration of Condominium of Le Jardin, a Condominium, (hereinafter the "Condominium") was recorded in Official Record Book 2406, at Page 433, et. seq., of the Public Records of Collier County, Florida. The original Declaration of Condominium as it has previously been amended, is hereby further amended and restated in its entirety.

1. **SUBMISSION TO CONDOMINIUM OWNERSHIP:** This Amended and Restated Declaration of Condominium is made by Le Jardin Condominium Association, Inc., a Florida Corporation not for profit, hereinafter the "Association". The land that is 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 below). 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 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 this Condominium is Le Jardin, a Condominium, and its street address is 4201 Gulf Shore Boulevard North, Naples, FL 34103.

3. **DESCRIPTION OF CONDOMINIUM PROPERTY:** The land submitted to the condominium form of ownership by the original Declaration as amended (hereinafter the "Land") was legally described in the original Declaration, as Exhibit "A". The legal description is also attached hereto as Exhibit "A".

4. **DEFINITIONS:** The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes (2004) (the "Condominium Act"), unless the context otherwise requires.

4.1 **"Apartment"** or **"Unit"** means a part of the Condominium Property which is subject to exclusive ownership.

4.2 **"Apartment Owner"** or **"Owner"** has the same meaning as the term "Owner" as defined in the Condominium Act, except that for the purpose of interpreting use and occupancy restrictions related to Units, in cases where Primary Occupants have been designated for a Unit because of its ownership, the word "Owner" refers to the Primary Occupants and not the Owner.

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

4.4 "Association" means Le Jardin Condominium Association, Inc., a Florida Corporation not for profit, the entity responsible for the operation of this Condominium.

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

4.6 "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".

4.7 "Condominium Documents" means and includes this Declaration and all recorded exhibits hereto, and the Rules and Regulations, all as amended from time to time.

4.7.1 "Condominium Property" means the lands, leaseholds, and personal property that were subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

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

(A) One person (as used in this Declaration, the term "person" or "natural person" shall mean a real person as opposed to an artificial entity such as a corporation, limited liability company 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.

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

4.10 "Guest" means any person who is not the Owner or a lessee or a member of the Owner's or lessee's family, who is physically present in, or occupies the Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

4.11 "Institutional Mortgagee" means the mortgagee (or its assignee) of a 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.

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

4.13 "Limited Common Elements" means and includes those Common Elements that are reserved for the use of a certain Unit or Units, to the exclusion of other Units, as an appurtenance.

4.14 "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.

4.15 "Primary Institutional Mortgagee" means that institutional mortgagee which, at the time a determination is made, holds first mortgages on more Units in the Condominium than any other institutional mortgagee, such determination to be made by reference to the number of Units encumbered, and not by the dollar amount of such mortgages.

4.16 "Primary Occupants" means the two persons approved for occupancy of a Unit in accordance with Section 14 herein.

4.17 "Rules and Regulations" means those administrative rules and regulations adopted by the Board of Directors governing the operation of the Association and the use, occupancy, alteration, maintenance, transfer and appearance of Units, Common Elements and Limited Common Elements.

4.18 "Utility Services" means, without limitation, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, ventilation and garage and sewage disposal.

4.19 "Voting Interests" means and refers to the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to one vote in Association matters. There are 52 Units, so the total number of Voting Interests is 52 votes.

5. DESCRIPTION OF IMPROVEMENTS: SURVEY AND PLANS:

5.1 Survey and Plot Plans. Attached to the original Declaration as Exhibits "A" and "B", and attached hereto as Exhibits "A" and "B", are a survey of the Land and plot plans, and plans of Units and Common Elements which graphically describe the improvements in which Units are located, and which show all the Units including their identification numbers, locations and approximate dimensions and the Common Elements and Limited Common Elements.

Each Unit is identified by type and number as follows:

Type A Units: 301,401,501,601,701,801,901, 1001,1101, 1201,1401,1501,1601,1701,1801,1901

Type B Units: 302,402,502,602,702,802,902, 1002,1102,1202,1402,1502,1602,1702,1802,1902

Type C Units: 303,403,503,603,703,803,903,1003,1103, 1203,1403,1503,1603,1703,1803,1903

Type D Units: PH-101 and PH-2-1

Type E Units: PH-102 and PH-202

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

- (1) Upper Boundaries. The horizontal plane of the undecorated finished ceiling.
- (2) Lower Boundaries. The horizontal plane of the undecorated finished floor.

(B) Perimeter Boundaries. The perimetrical boundaries of the Unit are the vertical planes of the undecorated finished interior of the walls bounding the Unit, extended to intersections with each other and with the upper and lower boundaries. Included in the Units are all glass and other transparent material in the walls of the Unit, insect screens and screening in windows and doors, and the material covering other openings in the exterior of the Unit.

(C) Exclusions from Units. Not included in the Units are:

(1) All pipes, ducts, vents, wires, conduits, and other facilities, equipment or fixtures running through any interior wall, or horizontal or vertical portion of a Unit for the furnishing of Utility Services to Units, Common Elements and Limited Common Elements.

(2) All spaces and improvements lying beneath the undecorated or unfinished inner surface of all interior columns, bearing walls and bearing partitions.

(3) All spaces and improvements lying beneath the undecorated or unfinished inner surface of the perimeter walls and floors, and above the lowest horizontal plane of the upper structural element of each Unit.

6. CONDOMINIUM PARCELS: APPURTENANCES AND USE:

6.1 Shares of Ownership. The Owner of each Unit shall also own the undivided share in the Common Elements and the common surplus as set forth below:

<u>Unit Type</u>	<u># of Units</u>	<u>Square Footage Per Each Individual Unit Type</u>	<u>Square Footage Per Total Unit Type</u>	<u>Apportionment Fraction Per Each Individual Unit Type</u>	<u>Apportionment Fraction Per Total Unit Type</u>
A	16	3880	62080	3880/212138	62080/212138
B	16	4174	66784	4174/212138	66784/212138
C	16	3669	58704	3669/212138	58704/212138

D	2	6191	12382	6191/212138	12382/212138
E	2	6094	12188	6094/212138	12188/212138
	52	24008	212138		212138/212138= 100%

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

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

(B) Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Articles of Incorporation and Amended and Restated Bylaws of the Association attached hereto as Exhibits "C" and "D", respectively.

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

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

Other appurtenances as may be provided in this Declaration and its exhibits. Each Unit and its appurtenances constitutes a "condominium parcel".

6.3 Use and Possession. An 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 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 Document.

7. COMMON ELEMENTS: EASEMENTS:

7.1 Definition. The term "Common Elements" means all of the property submitted to condominium ownership that is not within the Unit boundaries set forth in Section 5 above. The Common Elements include without limitation the following: easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of Utility Services to Units and Common Elements; easements of support in every portion of a Unit which contributes to the support of other Units and/or Common Elements; installations for the furnishing of Utility Services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation; the property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements; the dwelling shown on Exhibit "B" as "Manager's Apartment", "Guest

Suite 1”, “Guest Suite 2”; “Guest Suite 3” and fixtures owned or held for the common use, benefit, and enjoyment of all owners of Units in the Condominium.

7.1.1 Guest Suites. Guest Suite 1, Guest Suite 2, and Guest Suite 3, which are Common Elements, will be made available to Unit Owners for use by their guests. The Board of Directors shall have the right to restrict the occupancy of the Guest Suites by regulations adopted as provided for in this Declaration. The Board shall have the authority to require security deposits and impose fees in an amount adequate to cover the cost of maintaining such suites. Should there be any damage to any of the Guest Suites while the same is occupied by a guest of a Unit Owner, the Unit Owner whose guest causes such damage shall be liable for the damage and the cost of repairing such damage may be enforced as a special charge against the Unit Owner liable therefor.

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

(A) Utility and other Easements. The Association has the power, without the joinder of any Owner, to grant, modify or move easements such as electric, gas, cable television, 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. 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 which any such utility-related equipment, facilities or material are to be so transferred.

(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 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 Owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the Common Elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

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. The foregoing is not intended to prevent the Association from assigning, hypothecating and pledging

Assessments and Assessments receivable as security for a line of credit or other loan.

8. LIMITED COMMON ELEMENTS/MAINTENANCE:

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 Exhibit "B". Certain of the parking spaces identified on Exhibit "B" were designated as Limited common Elements and are appurtenant to the Unit to which they were assigned by the Developer (as defined in the original Declaration) at the time of the original conveyance of the Unit by the Developer. The balcony or balconies (terrace or terraces) of each Unit which were designated as Limited Common Elements are appurtenant to such Unit. The Association has the right to reasonable access to and across all Limited Common Elements for the purpose of any inspection, maintenance and repairs which are the responsibility of the Association.

8.2 Exclusive Use; Transfer of Use Rights. The exclusive use of certain parking spaces is an appurtenance to the Unit or Units to which they were designated or assigned. The right of exclusive use such parking space(s) passes with title to the Unit to which it is assigned, whether or not separately described in the deed, and cannot be separated from it; except that the permanent use rights to a particular parking place may be exchanged or assigned between Units by written agreement between the Owners desiring such exchange, with the prior approval of the Association, which agreement shall be recorded in the Public Records of Collier County, Florida. In no event shall an exchange of parking spaces result in any of the parties to such exchange having less than two (2) parking spaces.

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 Articles of Incorporation of the Association are attached hereto as Exhibit "C".

9.2 Bylaws. A copy of the Amended and Restated Bylaws is attached 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 manager or management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, keeping of records, enforcement of rules, and maintenance, repair and replacement of the Common Elements with funds made available by the Association for such purposes. The Association and its officers however, shall retain at all times the powers and duties provided in the Condominium Act.

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

the Association by reason of being an 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 nonexercise 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 an Owner's or Owners' exclusive use of Common Elements or Association Property (for example, for renting the Guest Suites, or the Clubroom or Cardroom for a party). 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 Owners. The acquisition of additional real property by the Association shall not be deemed a material change in the appurtenances to the Units.

9.7 Official Records. The Association shall maintain its official records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies. The Board shall have the right to adopt reasonable rules governing the frequency, time, location, notice and manner of record inspection and copying.

9.8 Purchase of Units. The Association shall have the authority to purchase one or more Units in the Condominium and to own, lease, mortgage or convey a Unit, such power to be exercised by the Board of Directors in the case of a Unit purchased at a foreclosure sale or pursuant to Section 14.3(C)(2) below. All other purchases of a Unit shall require the prior approval of at least a majority of the total Voting Interests (27 Units)

9.9 Acquisition of Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 9.8 above, the power to acquire real property shall be exercised by the Board of Directors, but only after approval by at least a majority of the total Voting Interests (27 Units).

9.10 Disposition of Property. Except as provided in Section 9.8 above, any sale, mortgage or encumbrance of any real property owned by the Association shall require the approval of at least a majority of the total Voting Interests.(27 Units) The Board of Directors shall have the authority to convey personal property without the need for authorization by the Owners.

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

9.12 Limitation on Liability. Notwithstanding its duty to maintain and repair Condominium or Association Property, the Association shall not be liable to Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or Owners or other persons.

9.13 Commons "T" and "Commons "U The Developer conveyed to the Association, at the time of recording the original Declaration, an undivided 1/6 fee interest in Commons "T", Block 12, Park Shore

Unit Number 2, according to the plat recorded in Plat Book 8, Pages 54 and 55, Public Records of Collier County, Florida, and an undivided 1/6 interest in Commons "U", Park Shore Unit Number 5, according to the plat recorded in Plat Book 12, Pages 39 and 40, Public Records of Collier County, Florida, subject to the Declaration of Restrictive Covenants, and including membership in Commons "T" and "U" Association, Inc. Such Restrictive Covenants and the Articles of Incorporation of Commons "T" and "U" Association, Inc., a Florida not-for-profit corporation, are recorded in Official Records Book 777, Pages 112 through 115, and Official Records Book 777, Pages 139 through 145, of the Public Records of Collier County, Florida. The Association was specifically empowered and authorized pursuant to Section 718.114 of the Condominium Act in the original Declaration to accept the conveyance of an individual 1/6 fee interest in Commons "T" and "U" Association, Inc. Commons "T" and Commons "U" will be for the use and benefit of Owners. Commons "T" and "U" Association, Inc. assessments are common expenses of the Association.

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

10.1 Common Expenses. Common Expenses include the expenses of insurance, maintenance, operation, repair, replacement and betterment of the Common Elements and Association Property, the expenses of operating the Association, expenses declared to be Common Expenses by the Condominium Act, the Declaration and Bylaws, and any valid charge against the Condominium as a whole. The cost of water and sewer service to the Common Elements and Units, electrical service to the Common Elements, trash collection, and the gas used in the gas system installed by the Developer serving all of the Units for cooking and fireplace, shall be a Common Expense. If the Association contracts for pest control within Units or cable or master antennae television programming services in bulk for the entire Condominium, the cost of such services shall be a common expense. Electrical, telephone, gas (other than the gas system installed by the Developer during construction of the building serving all the units used for cooking and fireplace), oxygen, and any other service for the Unit shall not be a Common Expense. The City of Naples has located their water and sewage facilities within the Utility Easement area as set forth on Exhibit "A-1" (Boundary Survey), in which part of the Common Elements (parking area, landscaping, paving, and other such improvements) will be located as set forth on Exhibit "A-2" (Plot Plan). The costs, if any, of the removal and replacement, if required by the City, of any Common Elements removed by the City for the reasonable and necessary purpose of constructing, maintaining, replacing or removing the City's utility facilities within the easement shall be a Common Expense.

10.2 Share of Common Expenses. The Owner of each Unit shall be liable for a share of the Common Expenses equal to his share of ownership of the Common Elements and the common surplus, as set forth in Section 6.1 above. Should the Association become the owner of any Unit(s), the Assessment which would otherwise be due and payable to the Association by the Owner(s) of Unit(s), reduced by an amount of income which may be derived from the leasing of such Unit(s) by the Association, shall be apportioned and the Assessment therefor levied ratably among the Owners of all Units which are not owned by the Association, based upon their proportionate interests in the Common Elements exclusive of the

interests therein appurtenant to any Unit or Units owned by the Association.

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

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

10.5 No Waiver or Excuse from Payment. The liability for Assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Elements, by abandonment of the Unit on which the Assessments are made, or by interruption in the availability of the Unit of the Common Elements for any reason whatsoever. No Owner may be excused from payment of his share of the Common Expenses unless all 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 ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the due date until paid. Assessments shall be deemed paid when received by the Association, unless an Owner's payment by check is later returned for insufficient funds. 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 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.

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

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 recording of the original Declaration of Condominium. However, as to first mortgages of record, the lien is effective from and after recording of a Claim of Lien in the Public Records of Collier County, Florida. The Claim of Lien must state the description of the condominium parcel, the name of the record Owner, the amount due, the name and address of the Association, and the due dates. The Claim of Lien shall remain in effect until barred by the Condominium Act. The Claim of Lien secures all unpaid Assessments and those which may accrue subsequent to the recording of the Claim of Lien and prior to the entry of a Certificate of Title, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

10.9 Priority of Lien. The Association's lien for unpaid Assessments shall be subordinate and inferior to the lien a recorded first mortgage, but in the case of a recorded first mortgage 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 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. Within 15 days after request by an Owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all Assessments and other monies owed to the Association by the Owner with respect to the condominium have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may impose a reasonable fee in connection with issuing the estoppel letter. 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 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".

11. **MAINTENANCE: MATERIAL ALTERATIONS AND IMPROVEMENTS:** Responsibility for the protection, maintenance, repair and replacement of the Condominium Property, and restrictions on its alteration and improvement shall be as follows:

11.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair and replacement of all Common Elements and Association Property (other than the Limited Common Elements that are required elsewhere herein to be maintained by the Owner) and 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) Rough plumbing.
- (C) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services located in the portions of a Unit maintained by the Association, and all such items located within a Unit that service part or parts of the Condominium other than the Unit within which located.
- (D) The exterior surface of the entrance doors to the Units.
- (E) Fire alarm systems and sprinkler systems.
- (F) All exterior building walls.
- (G) All interior corridors and walls.
- (H) Railings on balconies, terraces and porches.
- (I) The exterior building glass curtain wall and windows of the building other than operable windows opening into the Unit.
- (J) All portions of the building contributing to the support of the building, whether or not located within a Unit, including load-bearing walls.

The Association's responsibility does not include interior wall switches or receptacles, conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services only to that Unit. The Association shall not be liable for any incidental, unavoidable damage caused to a Unit or to tile or other items installed on a balcony or terrace by work performed or ordered to be performed by the Association.

11.2 Owner Maintenance. Each Owner is responsible, at his own expense, for all maintenance, repairs, and replacements of all portions of his Unit except those that are to be maintained, repaired or replaced by the Association, and certain Limited Common Elements. The Owner's responsibilities include, without limitation:

- (A) The main entrance door to the Unit and its interior surface (not the exterior surface of the door). An Owner may decorate the entry door or any other door permitting access to the Unit. However, the Association reserves the right to repair or replace the main entry door and all other doors affording access to Units as part of a common plan of improvement to the Condominium.
- (B) All other doors within or affording access to the Unit.
- (C) The 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, smoke alarms (except those that are hard wired and part of the Association's overall fire detection and prevention system) and vent fans.

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

(G) Carpeting and other floor coverings.

(H) Door hardware and locks

(I) Shower pans.

(J) The main water supply shut-off valve for the Unit.

(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.

11.3 Other Owner's Responsibilities. The Owner shall also have the following responsibilities:

(A) Limited Common Elements.

(1) Balconies and Terraces. Where a Unit includes a balcony or terrace, the Owner shall be responsible for the day-to-day cleaning and care of the interior surfaces of the walls, floor and ceiling bounding said area. The Owner shall also be responsible for any fixed glass and sliding glass doors in portions of the entrance way to said area, if any; and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs. The Owner shall be responsible for maintenance and repair of the screens and any hurricane shutters. The Association is responsible for the maintenance, repair and replacement of all exterior walls of the building bounding the balcony or terrace, and the concrete slabs.

(2) Parking Spaces. The Owner shall not permit debris to accumulate in his assigned parking spaces. The Association shall otherwise be responsible for the maintenance, repair and replacement of the parking spaces.

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

(C) Flooring. Hard surface floor materials, other than those originally installed by the Developer, such as marble, ceramic tile or hardwood, may not be applied to the floor surfaces of any portion of the Unit unless installed over adequate sound insulating material meeting specifications approved by the Board. Any Owner desiring to install such floors must secure the prior written approval of the Board of Directors. The Board reserves the right to inspect the installation to assure compliance. If the Owner fails to give the notice required above, or does not allow the Board to inspect the installation as it is being made, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the Owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface

flooring at the expense of the offending Owner. No carpeting may be installed on surfaces exposed to the elements.

(D) Window Coverings. The covering and appearance of windows and doors whether by draperies, shades, or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to regulation by the Board of Directors. In no event shall any Owner install reflective film on the windows.

(E) Modifications and Alterations. If an Owner makes any modifications, alterations, installations or additions to his Unit or the Common Elements, the 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 Common Elements resulting from same, and any insurance that the Owner obtains, in his discretion. Alterations, modifications, installations and additions to the Unit and Common Elements (including any Limited Common Elements) must receive the prior written approval of the Board of Directors.

(F) Use of Licensed and Insured Contractors; Construction Lien Law. Whenever an Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit or Common Elements, whether with or without Association approval, such Owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured and that the Owner will be financially responsible for any resulting damage to persons or property. The 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 Common Elements and which are attributable to work performed by or for the benefit of the Owner.

11.4 Appliance Maintenance Contracts. If there shall become available to the Association a program of contract maintenance for water heaters within Units and/or air-conditioning compressors and/or air handlers serving individual Units, then the Association may enter into such contractual undertakings upon approval of the Board. The expenses of such contractual undertakings to the Association shall be Common Expenses. All maintenance, repairs and replacements not covered by the contracts shall be the responsibility of the Owner.

11.5 Alteration of Units or Common Elements by Owners. No Owner shall make or permit the making of any material alterations or substantial additions to his Unit or the Common Elements, or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board, which approval may be denied if the Board determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the Unit, are subject to regulation by the Board. The installation and operation of hurricane shutters shall be subject to hurricane shutter specifications adopted by the Board which shall include required color, model, style location and other factors deemed relevant by the Board of Directors. No Owner may alter the landscaping of the Common Elements in any way without prior Board approval. The Owner of a Unit is solely responsible for compliance with all building and other regulatory codes and for securing any required building or other permits for any modification, maintenance or alteration to a Unit, and approval from the Board shall in no way be deemed a representation that the work to be performed on behalf of the Owner is in compliance with any applicable code.

11.6 Combining Units. Nothing in this Declaration shall be construed as prohibiting the Board of Directors from authorizing the removal of the party wall between two Units 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 in the Declaration or its exhibits attached, 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.

11.7 Alterations and Additions to Common Elements and Association Property. The protection, maintenance, repair, insurance and replacement of the Common Elements and Association Property is the responsibility of the Association and the cost is a Common Expense. Beyond this function, the Association shall make no material alteration of nor substantial additions to, the Common Elements or the Association Property without prior approval of two-thirds (2/3) of the total Voting Interests (35 Units). If work reasonably necessary to protect, maintain, repair, replace or insure the Common Elements or Association Property or to comply with any local, state or federal law or regulation also constitutes a material alteration or substantial addition to the Common Elements or Association Property, no prior membership approval is required.

11.8 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 tenant or 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 Owner, together with reasonable attorney's fees and other expenses or collection, if any.

11.9 Negligence: Damage Caused by Condition in Unit. The Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Elements, other Units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or tenants. Each Owner has a duty to maintain his Unit, any Limited Common Element appurtenant to the Unit, and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Elements or the property of other Owners and residents. If any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Units, the Common Elements, Association Property or property within other Units, the Owner of the offending Unit shall be liable for the damage. The Owner shall be required to repair or promptly report to the Association or its agent: any defect or need for repairs, the responsibility for the remedying of which is with the Association; or any condition in his Unit that may necessitate the need for Association repairs, regardless of whether the condition in the Unit is of the type that must be remedied by the Owner. The failure to promptly repair or report to the Association, as applicable, shall operate as a waiver of any claims the Owner might otherwise have against the Association.

11.10 Association's Access to Units. The Association has an irrevocable right of access to the Units for the purposes of protecting, maintaining, repairing, and replacing the Common Elements or portions of a Unit to be maintained by the Association under this Declaration, and as necessary to prevent

damage to one or more Units. The 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 or 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. The Association may retain a pass-key to all Units. If it does, no Owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied, unless the Owner provides the Association with a key. If the Association is not provided with a key to the Unit, the Owner shall pay all costs incurred by the Association in gaining entrance to his Unit, and also shall be responsible for any damage done to his Unit or the Common Elements in gaining entrance thereto, and shall also be liable for any damage resulting from delay in gaining entrance to his Unit caused by the unavailability of a key.

11.11 Pest Control. The Association may supply pest control within Units with the cost thereof being part of the Common Expenses.

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

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, its servants and guests, as a residence and for no other purpose. 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. The number of persons (other than temporary guests) residing in a Unit shall be limited to two (2) persons for each bedroom and den as such bedroom or den was designated on the original floor plan in Exhibit "B". The total number of persons (including temporary guests) who may occupy a Unit shall be as elsewhere set forth in Sections 12 and 13.

12.2 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) An Owner may permit his Unit to be occupied in his absence by his guests.

(B) All overnight guests who are not accompanied by Owners must be registered with the Association office. The Owner shall notify the management office in advance of his guests' arrival.

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

12.4 Occupancy When Owner is Present. There is no restriction on the number or frequency of guests, whether related or unrelated to the Owner, who may occupy the Unit in the presence of the Owner with the exception of any municipal regulations governing occupancy.

12.5 Minors. All occupants under eighteen (18) years of age shall be supervised by an adult to insure that they do not become a source of unreasonable annoyance to other residents. In no event shall children under the age of ten (10) years of age be permitted in the pool area, elevators, walkways or other parts of the Common Elements unless accompanied by an adult.

12.6 Pets. Pets may not be kept for commercial purposes. Not more than two (2) domestic pets may be kept in a Unit. "Domestic pets" are limited to dogs and cats. Pets must be leashed or carried when outside of Units. No pets shall be allowed at anytime in the pool or pool deck area. Any pet which a majority of the Board reasonably determines is creating a nuisance shall be permanently removed from the Condominium following written demand. The Board of Directors is hereby specifically empowered to adopt such further Rules and Regulations regarding pets within Units and at the Condominium as are necessary and appropriate. No tenants or guests may keep or bring any pets to the Condominium.

12.7 Parking. No motor vehicle shall be parked on the Condominium Property except in such areas intended for that purpose. Service vehicles, commercial trucks, vehicles which are primarily used for commercial purposes, and the like may be parked on the Condominium Property for such length of time and during such hours as provided in the Rules and Regulations. Trailers, boats, campers, travel-trailers, mobile homes and the like shall not be parked anywhere on the Condominium Property. Other than service vehicles temporarily present on business, no vehicle shall display any signage, tools or equipment which is of a commercial nature. Any vehicles not in operable or reasonably presentable condition or validly licensed are not permitted to be kept on the Condominium Property.

12.8 Nuisances. No Owner shall use the Common Elements, his Unit, or permit his Unit to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another Unit, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. No use shall be made of any Unit that will increase the rate of insurance carried by the Association. 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. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist.

12.9 Signs. No person may post or display "Open House", "For Sale", "For Rent", or other signs anywhere on the Condominium Property, except in accordance with the Rules and Regulations.

12.10 Use of Common Elements. Common hallways, stairways and other 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.

12.11 Subdivision Restrictions. The Condominium Property is also subject to the subdivision restrictions for Lots 16 through 29, inclusive, Block 12, of Park Shore Unit No. 5, according to the plat thereof recorded at Plat Book 12, pages 39 and 40, of the Public Records of Collier County, Florida, and to the subdivision restrictions for Lots 1 through 15, inclusive, Block 12, of Park Shore Unit No. 2, according to the plat thereof recorded at Plat Book 8, pages 54 and 55, of the Public Records of Collier County, Florida. The subdivision restrictions contain additional pet restrictions, limiting pets to dogs and cats.

13. **LEASING OF UNITS**: In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Units by their Owners shall be restricted as provided in this section. All leases or Units must be in writing. An Owner may lease only his entire Unit, and then only in accordance with this Section, 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, limited liability, or trust.

13.1 Procedures.

(A) Notice by the Owner. An Owner intending to lease his Unit shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, a completed lease application and such other information as the Board may reasonably require. The Board may conduct a review of the credit and background of any proposed lessee and may require a personal interview with any lessee and his spouse, if any, as a pre-condition to approval. The applicant must sign for having received copies of the Condominium Documents.

(B) Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have fifteen (15) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.

(C) Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board 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:

- (1) the Owner is delinquent in the payment of Assessments at the time the application is considered;
- (2) the Owner has a history of leasing his Unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Unit;
- (3) the application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;

(4) the prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

(5) the prospective lessee has a history of conduct which evidences disregard for the rights and property of others.

(6) the prospective lessee has a record of financial irresponsibility, including without limitation, prior bankruptcies, foreclosures, evictions or bad debts;

(7) the lessee, during previous occupancy in the Condominium, has violated the Condominium Documents;

(8) the prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid.

(9) the Owner fails to give proper notice of his intention to lease his Unit to the Board of Directors.

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

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

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

13.2 Term of Lease and Frequency of Leasing. No Unit may be leased more often than one (1) time in any calendar year, with the minimum lease term being one hundred eighty (180) days. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

13.3 Exceptions. Upon written request of an Owner, the Board of Directors may approve one additional lease of the Unit within the same calendar year, but only under unusual circumstances to avoid undue hardship and inequity. For example, if for estate tax planning purposes, an Owner conveys his Unit, and then he or the Primary Occupants retain a right of possession pursuant to a bona fide lease, such lease shall be approved.

13.4 Occupancy During Lease Term. No one but the lessee, his family and their spouses and guests may occupy the Unit. For purposes of Sections 13.4 and 13.5, the lessee's "family" shall mean the parents and children of the lessee and the term "spouse" includes one who resides with the lessee as a single housekeeping unit. The total number of overnight occupants of a leased Unit is limited to two (2) persons per bedroom. A lessee in residence may not have overnight guests for more than seven (7) days in any calendar month, and such guests must be registered with the manager. Pets are not permitted in leased Units.

13.5 Occupancy in Absence of Lessee. 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 13.4 above who are already in residence may continue to occupy the Unit and may have house guests subject to all the restrictions in Sections 12 and 13.4 above. If the lessee and all of his family are absent, no other person may occupy the Unit.

13.6 Use of Common Elements and Association Property. To prevent overtaxing the facilities, an Owner whose Unit is leased may not use the recreation or parking facilities during the lease term, except as a guest of an Owner or as necessary to inspect the Unit during the lease term. The Association may grant an exemption from the foregoing parking restriction to the extent that will not result in a shortage of parking spaces.

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

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

13.9 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.

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

14.1 Forms of Ownership:

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

(B) Co-Ownership. Co-ownership of Units is permitted. If the co-Owners are to be other than husband and wife, or two (2) persons who reside together as a single housekeeping unit, the Board shall condition its approval upon the designation by the proposed new Owners of not more than two (2) approved persons as "Primary Occupants". The Primary Occupants shall be a husband and wife, or two (2) persons who reside together as a single housekeeping unit, it being the intent of this provision to allow co-ownership, but not to create circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families. The use of the Unit by other persons shall be as if the Primary Occupants were the only actual Owners. Any subsequent change in the Primary Occupants 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 twelve(12)-month period.

(C) Ownership by Corporations, Partnerships or Trusts. A Unit may be owned in trust, or by a corporation, partnership, limited liability company, or other entity which is not a person, if approved in the manner provided elsewhere herein. The approval of an entity as an Owner shall be conditioned upon designation by the Owner of not more than two (2) natural persons to be the "Primary Occupants". The Primary Occupants shall be a husband and wife, or two (2) persons who reside together as a single housekeeping unit, it being the intent of this provision to allow flexibility in estate, financial or tax planning, but not to create circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families. The use of the Unit by other persons shall be as if the Primary Occupants were the only actual Owners. 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 twelve (12)-month period.

(D) Designation of Primary Occupants. If any Owner fails to designate Primary Occupants when required to do so, the Board of Directors may make the initial designation for the Owner, and shall notify the Owner in writing of its action.

(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 Association member from such Unit, and occupancy of the Unit shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. Any consent or approval required of Association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-Owners for purposes of determining voting and occupancy rights under Section 14.1(B), above.

14.2 Transfers.

(A) Sale. No Owner may transfer a Unit or any ownership interest in a Unit by sale (including agreement for deed) without prior written approval of the Board of Directors. A gift of a Unit for estate-planning purposes shall be made in accordance with (B) below, but any other gift shall be made in accordance with this paragraph (A).

(B) Devise, Gift or Inheritance. No prior Association approval shall be required for a conveyance in the event any Owner acquires his title by devise, gift or inheritance. However, the new Owner's 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. The approval for occupancy and use shall not be denied to any devisee, donee or heir who was, at the time of death, the prior owner's lawful spouse, approved "Primary Occupant", or the prior Owner's parent or child, whether by birth, marriage or adoption.

(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.

14.3 Procedures.

(A) Notice to Association.

(1) Sale. An owner intending to make a sale of his Unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least thirty(30) days before the intended closing date, together with the name and address of the proposed purchaser, a copy of the executed sales contract, a completed sales application and such other information as the Board may reasonably require. The Board may conduct a review of the credit and background of the applicants and may require a personal interview with the applicants as a pre-condition to approval.

(2) Devise, Gift, Inheritance or Other Transfers. The transferee must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board, but may sell or lease the Unit following the procedures in this Section or Section 13.

(3) Demand. With the notice required in Subsection (A)(1) above, the Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser who shall purchase the Unit at the same price and upon substantially the same terms as in the disapproved sales contract.

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

(B) Board Action. Within fifteen (15) days after receipt of the required notice and all information or interview requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee. 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 powers to an ad hoc committee or to any of the Association's officers, any of whom may be deemed a Vice President for purposes of executing a Certificate of Approval.

(C) Disapproval.

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

(a) The person seeking approval has been convicted of a felony involving violence to persons or property, a felony involving possession or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

(b) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

(c) The application on its face gives the Board reasonable cause to believe that the applicant intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;

(d) The person seeking approval has a history of disruptive behavior or disregard for the rights or property of others;

(e) The person seeking approval has evidenced an attitude of disregard for association rules by his conduct in this Condominium as a tenant, Owner or occupant of a Unit;

(f) The person seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process.

(g) The transaction, if prior approval was required, was concluded by the parties without having sought and obtained the prior approval required herein.

(2) Without Good Cause. The Association's approval shall not be denied unless a majority of the whole Board so votes. If the Board disapproves without good cause (and for a non-discriminatory reason) and if the Owner or transferee has made the demand set forth in Section 14.3(A)(3), then within thirty (30) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the Owner the name of an approved purchaser (which may be the Association) who will purchase the Unit at the same price, and upon substantially the same terms, as in the disapproved sales contract. If the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two state-certified property appraisers, one selected by the Owner and the other by the Association. The cost of the appraisals shall be shared equally by the purchaser and selling Owner. Real property taxes and condominium Assessments shall be prorated to the day of closing and the parties shall bear their own attorneys fees, if any. The closing shall take place not longer than sixty (60) days after the date of Board disapproval or thirty (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 specific performance or damages.

(3) If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, then the original proposed purchaser shall be deemed to be approved, despite the Board's 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, but shall apply to the acquisition of title by any other person.

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.

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

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 Association Insurance: Duty and Authority to Obtain. The Board of Directors shall use its best efforts to obtain and keep in force the insurance coverage which it is required to carry by law and under the Condominium Documents, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure and the Association's policies may contain reasonable deductibles, as determined by the Board of Directors.

15.2 Required Coverage. The Association shall purchase and carry insurance coverage as follows:

(A) Casualty Insurance. Casualty insurance covering all of the buildings and other improvements of the Condominium, including Units, Common Elements and Association Property, in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the Board of Directors; such insurance to afford protection against:

(1) Loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsement.

(2) Such other risks of a similar or dissimilar nature as are of shall be customarily covered with respect to buildings and other improvements similar in construction, location and use to the buildings and other improvements of the Condominium, including vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available.

The Association's insurance described above shall exclude coverage for those items described in Section 15.3 below.

(B) Public Liability Insurance. Public Liability Insurance in such amounts, with such coverage and in such forms as shall be required by the Board of Directors to protect the Association and all Unit Owners, including hired automobile, non-owned automobile, off premises employee coverage, water damage and legal liability, with cross liability endorsements to cover liability of all Unit Owners as a group to each Unit Owner.

(C) Workmen's Compensation. The Association shall maintain Workmen's Compensation insurance to meet the requirements of law.

(D) Flood. Flood insurance, if the same shall be necessary under the laws of the United States for federally related mortgage lenders to make mortgage loans on Units.

(E) Directors, Officers and Committee Members' Liability (Errors and Omissions). In such amounts, coverage and forms as shall be required by the Board of Directors.

(F) Fidelity Bond/Insurance. 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. The premiums on such insurance or bonds shall be a Common Expense.

15.3 Exclusions from Association Coverage. The Association shall exclude the following items from the insurance coverage described in Sections 15.1 and 15.2:

(1) The personal property located in Units or in Limited Common Elements assigned to one or more Units

(2) All alterations, additions and improvements made to Units or the Common Elements by the Unit Owners or their predecessors in title.

(3) All items which the Association may exclude from its insurance responsibility, by virtue of the Condominium Act, as the same may be amended from time to time. The Association shall not be required to insure all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, 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 a Unit and serve only one Unit, and all air conditioning compressors that service only an individual Unit, whether or not located within the Unit boundaries.

Any insurance policy issued to an Owner for the items referenced in this Section 15.3 shall be without rights of subrogation against the Association.

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

- (A) Additional flood insurance.
- (B) Boiler and Machinery coverage.
- (C) Broad Form Comprehensive General Liability Endorsement.
- (D) Elevator Liability & Elevator Collision.
- (E) Medical Payments.
- (F) Leakage, seepage and wind-driven rain.

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

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

15.7 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the 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 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 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 the following undivided shares:

(1) When the building is to be restored – for the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Owner, which cost shall be determined by the Association.

(2) When the building is not to be restored – an undivided share for each Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(C) Mortgage. If a mortgagee endorsement has been issued as to a Unit, the shares of the Owner shall be held in trust for the mortgagee and the Owner as their interests may appear; provided, however, that except as otherwise expressly provided for in this Declaration, no mortgagee shall have the right to determine or participate in the determination as to whether or not the damaged property shall be reconstructed or repaired, and no mortgagee shall have the right to demand application of insurance

proceeds to any mortgage or mortgages which it may hold against a Unit or Units, except distributions of such proceeds made to the Owner and mortgagee pursuant to the provisions of this Declaration.

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

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

(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 remaining proceeds shall be distributed to the beneficial owners, remittances to Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of any Unit and may be enforced by such mortgagee.

15.9 Association as Agent. The Association is hereby irrevocably appointed as agent for each Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Condominium Property. The Board may engage an insurance adjuster to adjust all claims, upon such terms and conditions as the Board deems reasonable. This provision shall not be construed to confer upon the Association any authority with regard to any claims which an Owner may have for personal injury.

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 distributed to the Owner(s) of the damaged Unit(s) in shares as provided in Section 15.7 above. The Owner(s) of the damaged Unit(s) shall be responsible for reconstruction and repair, including any costs in excess of the insurance proceeds from the Association insurance.

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

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

(B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the Common Elements, the Association shall promptly, upon determination of the deficiency, levy a Special Assessment against all Owners in proportion to their shares in the Common

Elements for the deficiency. Such Special Assessments need not be approved by the 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 fifty-one percent (51%) or more of the total Units cannot reasonably be expected to be rendered habitable within three hundred sixty five (365) days of the casualty. Should such "very substantial" damage occur then:

(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.

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

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

(1) If the insurance proceeds, reserves and other Association funds available for the restoration and repairs that are the Association's responsibility are sufficient to cover the estimated cost thereof so that it is reasonably anticipated that the repairs and reconstruction can be accomplished without levying a Special Assessment that exceeds fifteen percent (15%) of the total annual budget for the Association in the year in which the casualty occurred, the Condominium shall be repaired and reconstructed unless at least two-thirds (2/3rds) of the total Voting Interests (35 Units) vote for termination, in which case the Condominium shall be terminated.

(2) If upon the advice of legal counsel and an engineering consultant, it appears unlikely that the then applicable zoning, building codes or other regulatory laws will allow reconstruction of the same number and general types of Units, or if the insurance proceeds, reserves and other association funds available for restoration and repair are not sufficient to cover the estimated cost thereof, and it is reasonably anticipated that the repairs and reconstruction can be accomplished only by levying Special Assessments exceeding fifteen percent (15%) of the total annual budget for the Association in the fiscal year in which the casualty occurred, the Condominium shall be terminated, and the property removed from the provisions of the Condominium Act, unless at least two-thirds (2/3rds) of the total Voting Interests (35 Units) vote against termination. If the requisite number of Owners vote against termination, the Board of Directors shall levy such Assessments as are necessary, and shall proceed with the necessary repairs and restoration. The proceeds from the Special Assessments shall be added to the funds available for repair and reconstruction.

(D) If any dispute shall arise as to whether "very substantial" damage has occurred, or as to the amount of Special Assessments required, a determination by the Board of Directors shall be conclusive, and shall be 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 Owners, except as otherwise provided in Section 15.7(C) above.

16.5 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building (deviations necessitated by changes in the applicable building codes shall not constitute a substantial deviation), or according to different plans and specifications approved by: the Board or Directors; at least two-thirds (2/3) of the total Voting Interests (35 Units); and 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 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 may be payable to Owners, the Owners shall deposit the awards with the Association; and if any fail to do so, a Special charge shall be made against a defaulting Owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that Owner.

17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after 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, the Owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and Special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty

17.4 Association as Agent. The Association is hereby irrevocably appointed as each Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purposes of realizing just compensation, and may engage professionals on such terms and conditions as the Board deems reasonable, including, without limitation, legal counsel and an appraiser .

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 Owner and mortgagees.

(C) Adjustment of Shares in Common Elements. If the floor area of a Unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the shares of all Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

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 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 and shall be placed in condition for use by some or all Owners in a manner approved by the Board of Directors.

(C) Adjustment of Shares in Common Elements. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the 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 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) Arbitration. If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The 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 Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation, if any. 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 Owners or mortgagees is not required for any such amendment.

18. **TERMINATION:** The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

18.1 Destruction. In the event it is determined in the manner elsewhere herein provided that the improvements shall not be reconstructed because of total destruction or major damage, the Condominium plan of ownership will be thereby terminated without agreement.

18.2 Agreement. The Condominium may be terminated at any time by written agreement of the Owners of all Units and all holders of a mortgage or lien on any Unit. If the proposed termination is submitted to a meeting of the Association's members, the notice of which meeting gives notice of the proposed termination, and if the approval of the Owners of Units to which not less than eighty percent (80%) of the Common Elements are appurtenant, and of the record owners of all mortgages upon Units in the Condominium owned by mortgagees, are obtained not later than thirty (30) days from the date of such meeting, then the approving Owners shall have an option to buy all of the Units of the non-approving Owners during the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

(A) Exercise of Option The option shall be exercised by delivery or mailing by certified mail to each of the record Owners of the Units to be purchased on an agreement to purchase signed by the record Owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Owner and shall agree to purchase all of the Units owned by Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

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

(C) Payment The purchase price shall be paid in cash.

(D) Closing The sale shall be closed within ten (10) days following the determination of the sale price. If for any reason the purchase of a particular Unit does not close, this shall not affect the validity

of the purchase of the other Units.

18.3 Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a Certificate of the Association executed by its appropriate officers with the formality of a deed certifying as to facts effecting the termination, which Certificate shall become effective upon being recorded in the Public Records of Collier County, Florida.

18.4 Shares of Owners After Termination. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to the termination.

18.5 Amendment. This section concerning termination shall not be amended without approval of four-fifths of the total Voting Interests.

19. ENFORCEMENT:

19.1 Duty to Comply; Right to Sue. Each Owner, his tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act and the Condominium Documents. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by an Owner against:

- (A) The Association;
- (B) An Owner;
- (C) Anyone who occupies or is a tenant or guest in a Unit; or
- (D) Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

19.2 Waiver of Rights. The failure of the Association or any Owner 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 Owner to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived by an Owner if the waiver would adversely affect the rights of the Owner or defeat the purpose of the provision, except that Owners or Directors may waive notice of specific meetings as provided in the Bylaws.

19.3 Attorney's Fees. In any legal proceeding arising out of an alleged failure of a guest, tenant, Owner or the Association to comply with the requirements of the Condominium Act 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 such attorneys fees as may be awarded by the court. Actions brought under this Section 19 and Section 718.303(1) of the Condominium Act shall not be deemed to actions for specific performance.

19.4 No Election of Remedies. All rights, remedies and privileges granted to the Association or 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.

19.5 Mandatory Nonbinding Arbitration . “Disputes”, as that term is defined in Section 718.1255 of the Condominium Act, shall be subject to mandatory nonbinding arbitration conducted by the Division of Florida Land Sales, Condominiums and Mobile Homes (the “Division”). As used in that Section, the term “dispute” means any disagreement between two (2) or more parties that involves:

(A) The authority of the Board of Directors, under the Condominium Act or the Condominium Documents to:

(1) Require any Owner to take any action, or not to take any action, involving that Owner’s Unit or the appurtenances thereto.

(2) Alter or add to a Common Element.

(B) The failure of a governing body, when required by the Condominium Act or the Condominium Documents to:

(1) Properly conduct elections.

(2) Give adequate notice of meetings or other actions.

(3) Properly conduct meetings.

(4) Allow inspection of books and records.

“Dispute” does not include any disagreement that primarily involves title to any Unit or Common Element, the interpretation or enforcement of a warranty, the levy of a fee or Assessment, or the collection of an Assessment levied against a party.

20. RIGHTS OF MORTGAGEES:

20.1 Approvals. Written consent of the mortgagee of a Unit shall be required for any amendment to the Declaration which triggers the requirements of Section 718.110(4) of the Condominium Act, except as otherwise provided in Sections 17.5(C), 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 the record holder of a first mortgage acquires title to a Unit as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such mortgagee shall be liable for the share of Common Expenses or Assessments attributable to the condominium parcel, which came due prior to the 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 Owners. No acquirer of title to Unit 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 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 sixty (60) day or longer delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds a mortgage.

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

(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.

21. AMENDMENT OF CONDOMINIUM DOCUMENTS: Amendments to the Condominium Documents shall be proposed and adopted in the following manner:

21.1 Proposal. Amendments to the Condominium Documents may be proposed by the Board of Directors, or by written petition to the Board signed by the Owners of at least ten percent (10%) of the total Voting Interests (6 Units).

21.2 Procedure. Upon any amendment being proposed as provided above, the proposed amendment shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can still be given. The text of the proposed amendment shall accompany the notice of meeting or the 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 [name of document]. See [name of document] Section [] for present text."

21.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Condominium Documents, a proposed amendment must be approved by at least two-thirds of the total Voting Interests (35 Units) at an annual or special members' meeting. A proposed amendment may also be approved by written consent of the Owners of at least 35 Units by written consents in lieu of a meeting. The Condominium Documents shall be deemed amended by virtue of revisions to laws, regulations and statutes which control over conflicting provisions of the Condominium Documents. The Board of Directors shall have the authority to amend the Condominium Documents in order to conform the provisions thereof with such revisions to laws, regulations and statutes. In addition, the Board of Directors may amend the Condominium Documents to correct scrivener's errors or omissions, and amend and restate the Condominium Documents in order to consolidate into one document amendments previously adopted by the members or the Board. Amendments adopted by the Board shall occur at a duly noticed Board 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, 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 Owner shares the Common Expenses and owns the common surplus, unless all record Owners of the Unit, and any mortgagee or lienholder holding a mortgage or lien 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.

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 the Condominium Documents, shall not effect the remaining portions.

22.2 Applicable Statutes. The validity, application and construction of the Condominium Documents shall be governed by the Laws of Florida, particularly the Condominium Act, as it exists on the date hereof.

22.3 Conflicts. 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. If there is a conflict between this Declaration and the Rules and Regulations, the Declaration shall control.

22.4 Interpretation. The Board of Directors is responsible for interpreting the Condominium

Documents in a good-faith manner which is consistent with Florida law.

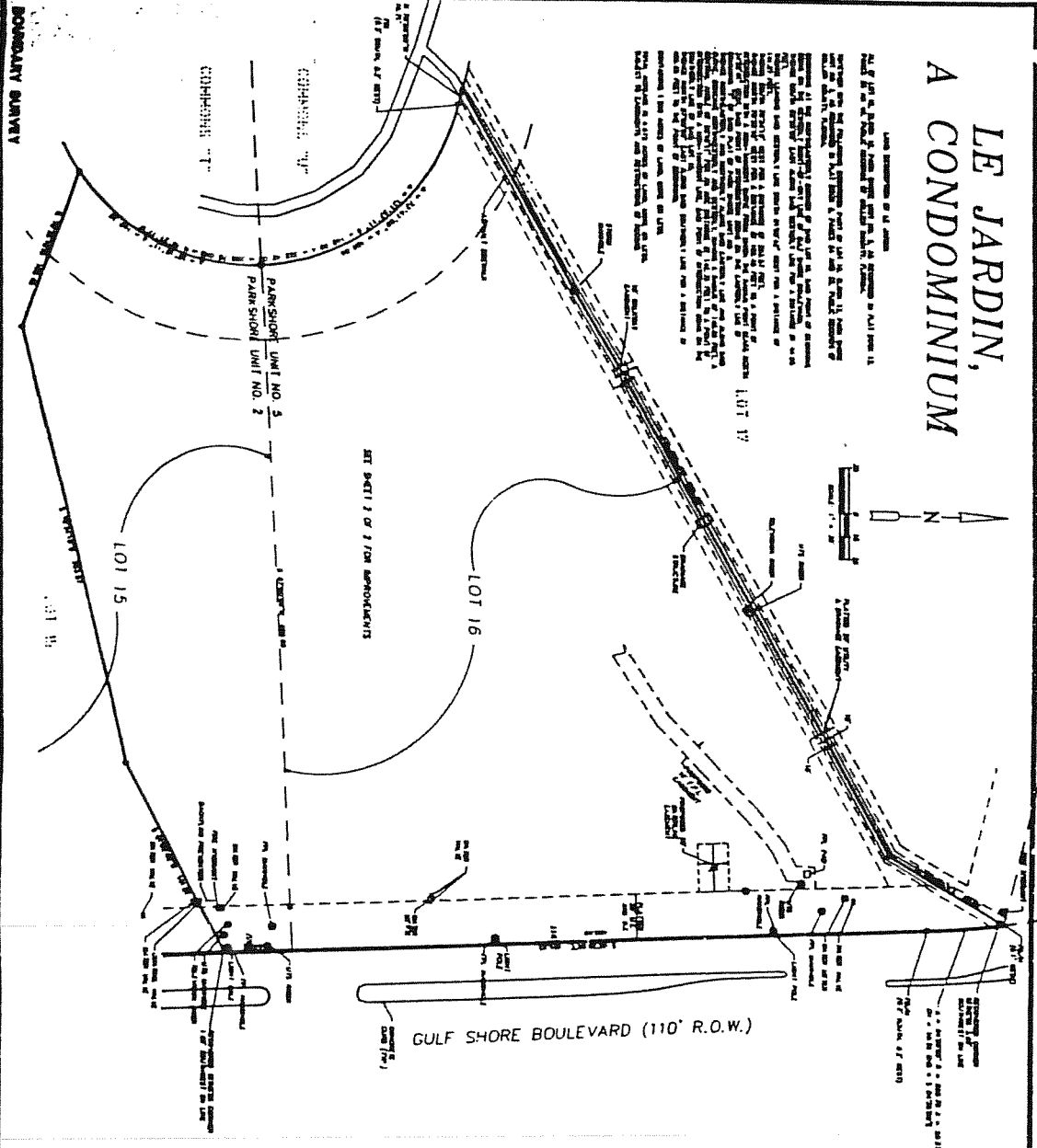
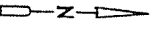
22.5 Exhibits. There is hereby incorporated within this Declaration any materials contained in the exhibits hereto which, under the Condominium Act, are required to be part of the Declaration.

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.

450844.4.100638.0002

LE JARDIN, A CONDOMINIUM



LEGAL DESCRIPTION OF LE JARDIN
 PART OF LOT 16, BLOCK 1, SUBDIVISION OF LE JARDIN, AS SHOWN IN A PLAN FILED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT FOR THE COUNTY OF CLATSOP, OREGON, UNDER RECORD NUMBER 144,200, AND PART OF LOT 15, BLOCK 1, SUBDIVISION OF LE JARDIN, AS SHOWN IN A PLAN FILED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT FOR THE COUNTY OF CLATSOP, OREGON, UNDER RECORD NUMBER 144,200, AND PART OF LOT 16, BLOCK 1, SUBDIVISION OF LE JARDIN, AS SHOWN IN A PLAN FILED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT FOR THE COUNTY OF CLATSOP, OREGON, UNDER RECORD NUMBER 144,200, AND PART OF LOT 15, BLOCK 1, SUBDIVISION OF LE JARDIN, AS SHOWN IN A PLAN FILED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT FOR THE COUNTY OF CLATSOP, OREGON, UNDER RECORD NUMBER 144,200.

CONDOMINIUM PLAT BOOK PAGE
 SHEET 1 OF 8

EXHIBIT "A"
 SHEET 1 OF 2

- LEGEND**
- - Existing Unit Foot
 - - Existing Unit Foot
 - - Existing Unit Foot
 - - Existing Unit Foot
 - - Existing Unit Foot
 - - Existing Unit Foot
 - - Existing Unit Foot
 - - Existing Unit Foot
 - - Existing Unit Foot
 - - Existing Unit Foot

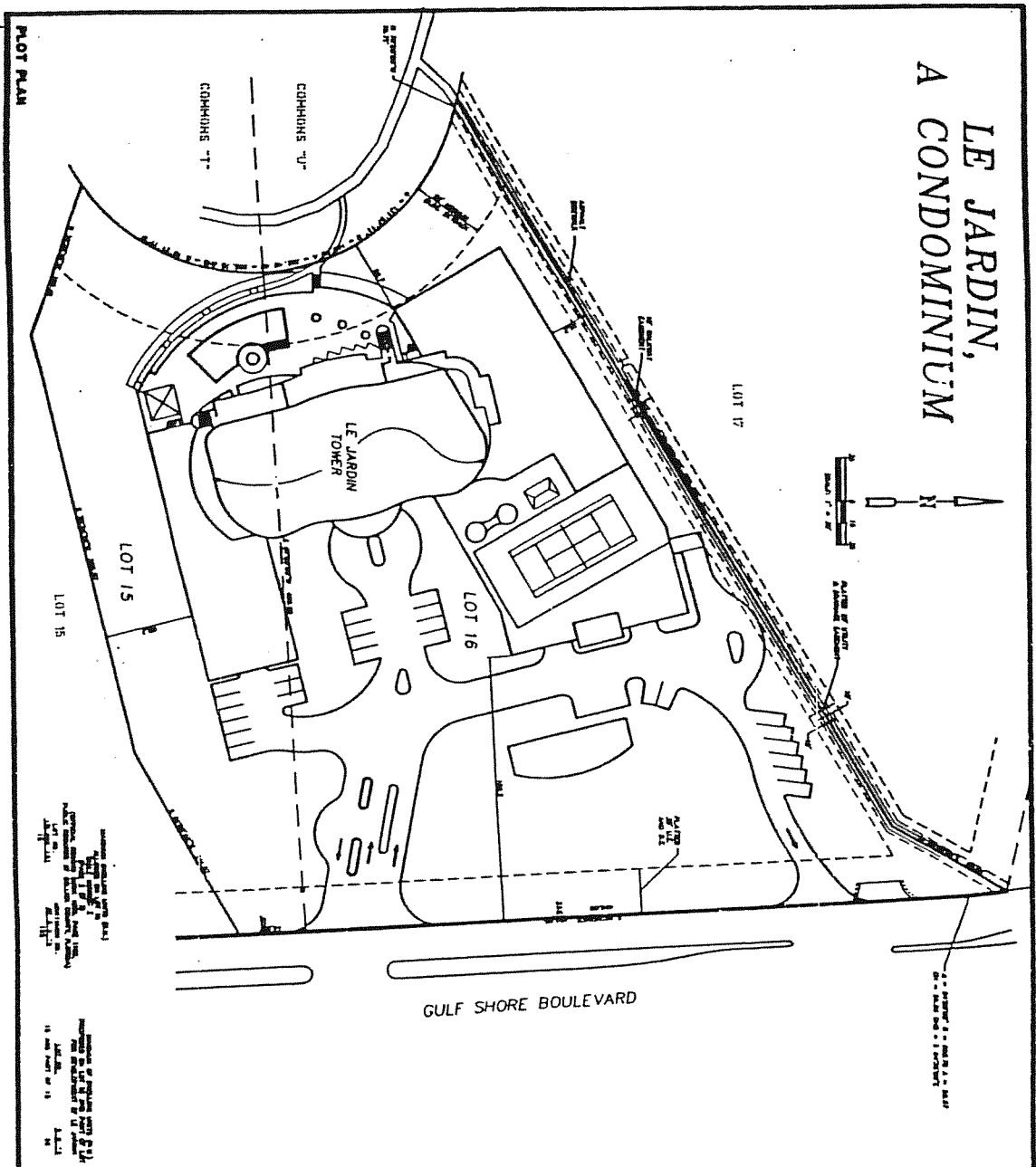
NOTES
 1. DIMENSIONS ARE IN FEET AND DECIMAL FRACTIONS THEREOF.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 3. THE SHOWN DIMENSIONS ARE TO BE CONSIDERED AS APPROXIMATE.
 4. THE SHOWN DIMENSIONS ARE TO BE CONSIDERED AS APPROXIMATE.
 5. THE SHOWN DIMENSIONS ARE TO BE CONSIDERED AS APPROXIMATE.
 6. THE SHOWN DIMENSIONS ARE TO BE CONSIDERED AS APPROXIMATE.

CONTRACT
 THE CONTRACT BETWEEN THE CLERK OF SUPERIOR COURT FOR THE COUNTY OF CLATSOP, OREGON, AND THE CLERK OF SUPERIOR COURT FOR THE COUNTY OF CLATSOP, OREGON, IS HEREBY REPRODUCED FOR THE INFORMATION OF THE PUBLIC.



OR: 2406 PG: 0464

LE JARDIN, A CONDOMINIUM



PLOT PLAN

CONDOMINIUM PLOT BOOK PAGE

SHEET 2 OF 8
EXHIBIT "A"
SHEET 2 OF 2

APPROVED AND CORRECTED: J. J. [Signature]

1. The boundaries of the lots, common areas and easements are shown as shown on the attached plat and are subject to the provisions of the Declaration of Condominium.
2. The boundaries of the lots, common areas and easements are shown as shown on the attached plat and are subject to the provisions of the Declaration of Condominium.
3. The boundaries of the lots, common areas and easements are shown as shown on the attached plat and are subject to the provisions of the Declaration of Condominium.
4. The boundaries of the lots, common areas and easements are shown as shown on the attached plat and are subject to the provisions of the Declaration of Condominium.
5. The boundaries of the lots, common areas and easements are shown as shown on the attached plat and are subject to the provisions of the Declaration of Condominium.
6. The boundaries of the lots, common areas and easements are shown as shown on the attached plat and are subject to the provisions of the Declaration of Condominium.
7. The boundaries of the lots, common areas and easements are shown as shown on the attached plat and are subject to the provisions of the Declaration of Condominium.
8. The boundaries of the lots, common areas and easements are shown as shown on the attached plat and are subject to the provisions of the Declaration of Condominium.
9. The boundaries of the lots, common areas and easements are shown as shown on the attached plat and are subject to the provisions of the Declaration of Condominium.
10. The boundaries of the lots, common areas and easements are shown as shown on the attached plat and are subject to the provisions of the Declaration of Condominium.
11. The boundaries of the lots, common areas and easements are shown as shown on the attached plat and are subject to the provisions of the Declaration of Condominium.
12. The boundaries of the lots, common areas and easements are shown as shown on the attached plat and are subject to the provisions of the Declaration of Condominium.
13. The boundaries of the lots, common areas and easements are shown as shown on the attached plat and are subject to the provisions of the Declaration of Condominium.
14. The boundaries of the lots, common areas and easements are shown as shown on the attached plat and are subject to the provisions of the Declaration of Condominium.
15. The boundaries of the lots, common areas and easements are shown as shown on the attached plat and are subject to the provisions of the Declaration of Condominium.
16. The boundaries of the lots, common areas and easements are shown as shown on the attached plat and are subject to the provisions of the Declaration of Condominium.
17. The boundaries of the lots, common areas and easements are shown as shown on the attached plat and are subject to the provisions of the Declaration of Condominium.
18. The boundaries of the lots, common areas and easements are shown as shown on the attached plat and are subject to the provisions of the Declaration of Condominium.
19. The boundaries of the lots, common areas and easements are shown as shown on the attached plat and are subject to the provisions of the Declaration of Condominium.
20. The boundaries of the lots, common areas and easements are shown as shown on the attached plat and are subject to the provisions of the Declaration of Condominium.

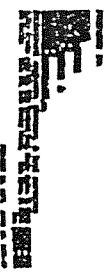
GULF SHORE BOULEVARD

APPROVED AND CORRECTED: J. J. [Signature]

DATE: 11/15/11

APPROVED AND CORRECTED: J. J. [Signature]

DATE: 11/15/11



OR: 2406 PG: 0465

EXHIBIT "B"
GRAPHIC DESCRIPTION OF BUILDING AND FLOOR PLANS

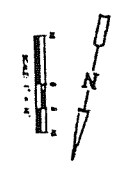
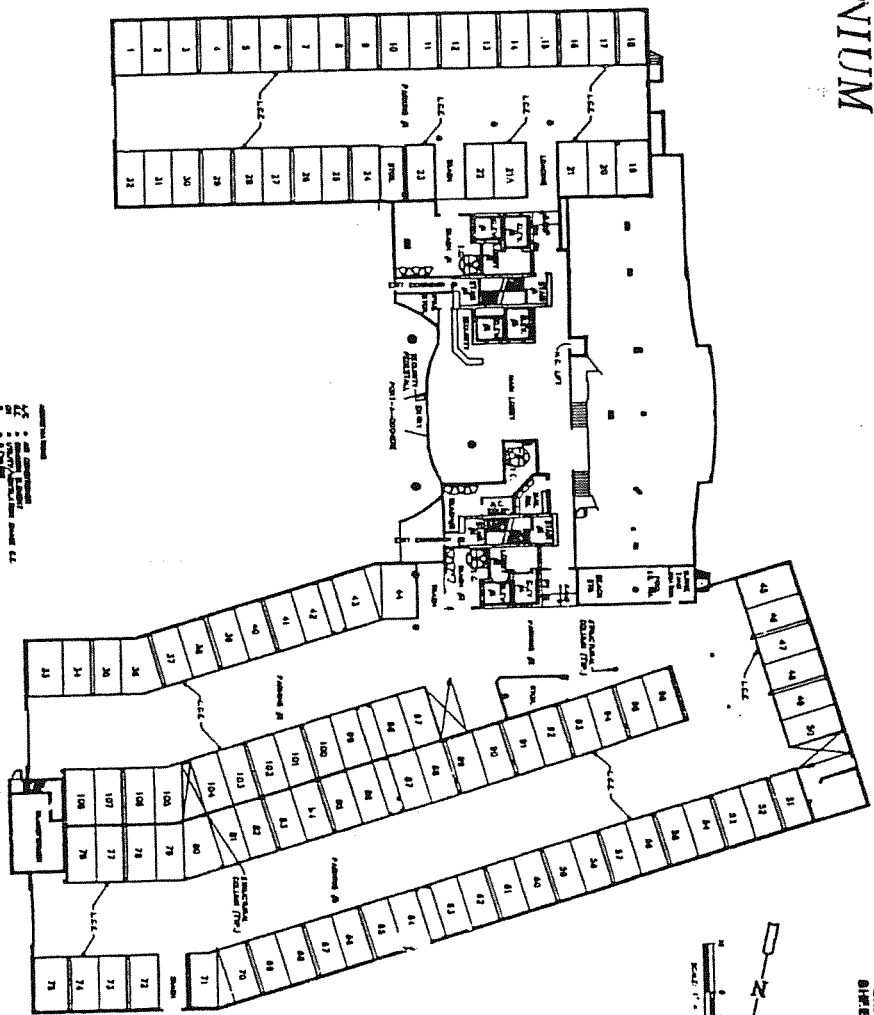
OR: 2406 PG: 0466

Le JARDIN, A CONDOMINIUM

1ST FLOOR / PARKING

- ELEVATION SCHEMATIC**
- UNIT 101 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 102 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 103 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 104 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 105 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 106 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 107 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 108 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 109 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 110 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 111 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 112 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 113 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 114 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 115 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 116 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 117 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 118 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 119 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 120 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 121 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 122 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 123 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 124 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 125 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 126 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 127 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 128 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 129 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 130 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 131 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 132 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 133 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 134 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 135 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 136 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 137 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 138 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 139 - 10'0" x 10'0" x 10'0" - 10'0"
 - UNIT 140 - 10'0" x 10'0" x 10'0" - 10'0"

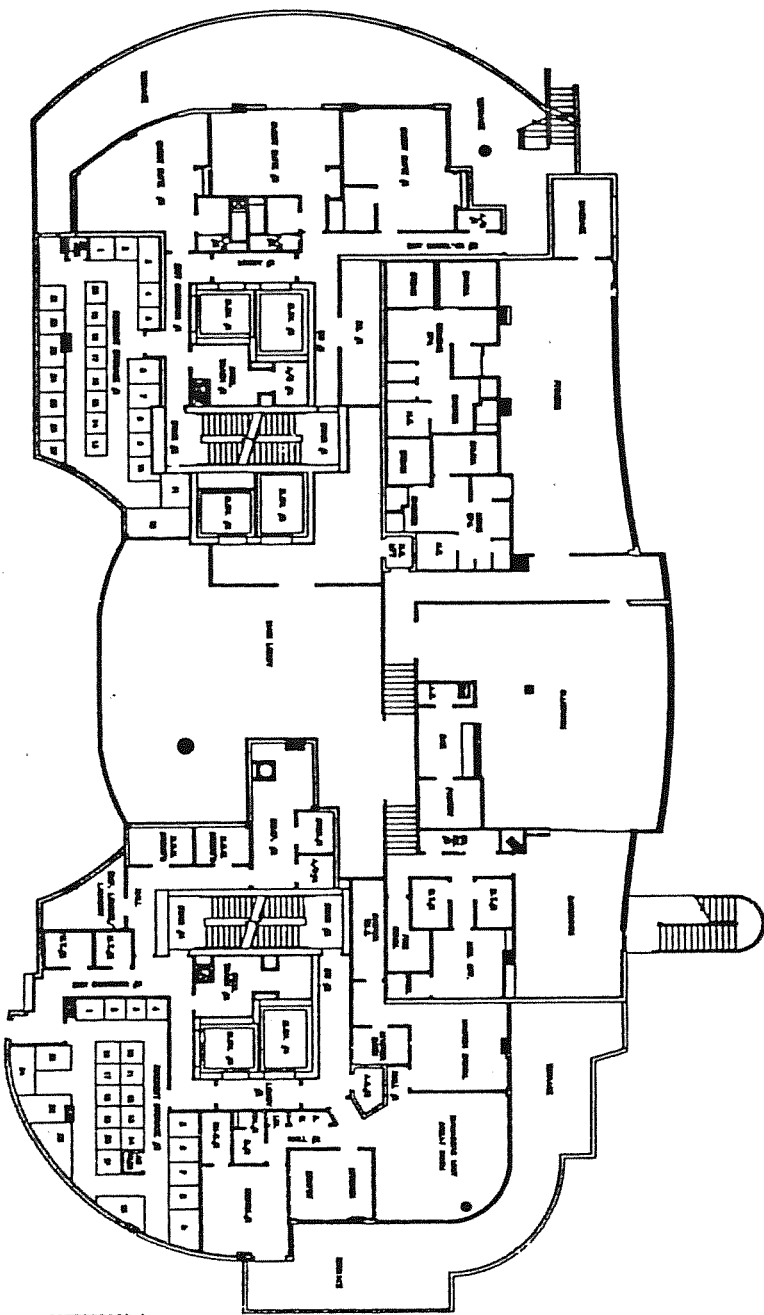
- CONDOMINIUM UNIT DIMENSIONS**
- | Unit No. | Area (sq ft) | Volume (cu ft) |
|----------|--------------|----------------|
| 101 | 100 | 1000 |
| 102 | 100 | 1000 |
| 103 | 100 | 1000 |
| 104 | 100 | 1000 |
| 105 | 100 | 1000 |
| 106 | 100 | 1000 |
| 107 | 100 | 1000 |
| 108 | 100 | 1000 |
| 109 | 100 | 1000 |
| 110 | 100 | 1000 |
| 111 | 100 | 1000 |
| 112 | 100 | 1000 |
| 113 | 100 | 1000 |
| 114 | 100 | 1000 |
| 115 | 100 | 1000 |
| 116 | 100 | 1000 |
| 117 | 100 | 1000 |
| 118 | 100 | 1000 |
| 119 | 100 | 1000 |
| 120 | 100 | 1000 |
| 121 | 100 | 1000 |
| 122 | 100 | 1000 |
| 123 | 100 | 1000 |
| 124 | 100 | 1000 |
| 125 | 100 | 1000 |
| 126 | 100 | 1000 |
| 127 | 100 | 1000 |
| 128 | 100 | 1000 |
| 129 | 100 | 1000 |
| 130 | 100 | 1000 |
| 131 | 100 | 1000 |
| 132 | 100 | 1000 |
| 133 | 100 | 1000 |
| 134 | 100 | 1000 |
| 135 | 100 | 1000 |
| 136 | 100 | 1000 |
| 137 | 100 | 1000 |
| 138 | 100 | 1000 |
| 139 | 100 | 1000 |
| 140 | 100 | 1000 |



CONDOMINIUM PLAT BOOK PAGE
SHEET 3 OF 8
EXHIBIT "B"
SHEET 1 OF 7

OR: 3775 PG: 4041

Le JARDIN, A CONDOMINIUM



SEE FLOOR / ASSEMBLY / SANITARIUM UNIT



BLINDS 7" x 10"
SHEET 1 OF 7

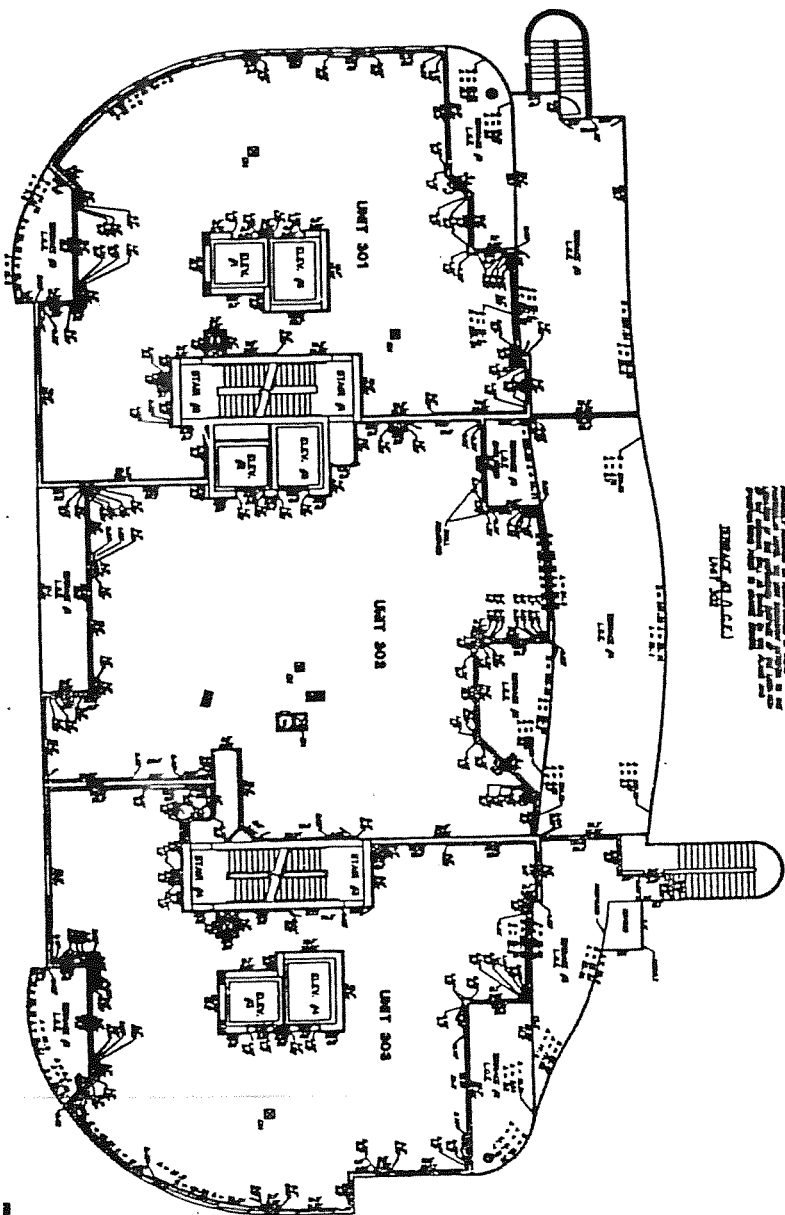
SHEET 4 OF 8

CONDOMINIUM FLOOR BOOK JAMES P. HALL



2nd FLOOR PLAN

Le JARDIN, A CONDOMINIUM



THE DIMENSIONS SHOWN ON THIS PLAN ARE THE NET DIMENSIONS OF THE UNITS. THE DIMENSIONS OF THE COMMON AREAS ARE SHOWN IN PARENTHESES.

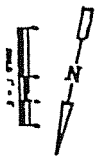


EXHIBIT "B"
SHEET 8 OF 7

CONDOMINIUM PLAT BOOK PAGE
SHEET 8 OF 9

LEGEND

- STAIRS
- ELEVATOR
- COMMON AREA
- UNIT
- WALL
- DOOR
- WINDOW
- PLANT
- CEILING
- FLOOR
- ROOF
- FOUNDATION
- FOUNDATION WALL
- FOUNDATION FOOTING
- FOUNDATION PIER
- FOUNDATION COLUMN
- FOUNDATION BEAM
- FOUNDATION BRACE
- FOUNDATION BRACKET
- FOUNDATION ANCHOR
- FOUNDATION BOLT
- FOUNDATION NAIL
- FOUNDATION SCREW
- FOUNDATION WELD
- FOUNDATION REBAR
- FOUNDATION CONCRETE
- FOUNDATION BRICK
- FOUNDATION BLOCK
- FOUNDATION STONE
- FOUNDATION TILE
- FOUNDATION CARPET
- FOUNDATION PAINT
- FOUNDATION GLASS
- FOUNDATION METAL
- FOUNDATION WOOD
- FOUNDATION PLASTER
- FOUNDATION GYPSUM
- FOUNDATION CEMENT
- FOUNDATION SAND
- FOUNDATION GRAVEL
- FOUNDATION ASPHALT
- FOUNDATION CONCRETE
- FOUNDATION BRICK
- FOUNDATION BLOCK
- FOUNDATION STONE
- FOUNDATION TILE
- FOUNDATION CARPET
- FOUNDATION PAINT
- FOUNDATION GLASS
- FOUNDATION METAL
- FOUNDATION WOOD
- FOUNDATION PLASTER
- FOUNDATION GYPSUM
- FOUNDATION CEMENT
- FOUNDATION SAND
- FOUNDATION GRAVEL
- FOUNDATION ASPHALT

Le JARDIN, A CONDOMINIUM

TO BE CONSIDERED AS PART OF THE CONDOMINIUM PROJECT. THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.

TERACE A (A.C.C.)
UNIT 701 UNIT 1402
UNIT 702 UNIT 1403
UNIT 1102 UNIT 1802
UNIT 1103 UNIT 1803

UNIT 401
UNIT 801
UNIT 701
UNIT 801
UNIT 901
UNIT 1101
UNIT 1301
UNIT 1401
UNIT 1601
UNIT 1701
UNIT 1801

TO BE CONSIDERED AS PART OF THE CONDOMINIUM PROJECT. THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.

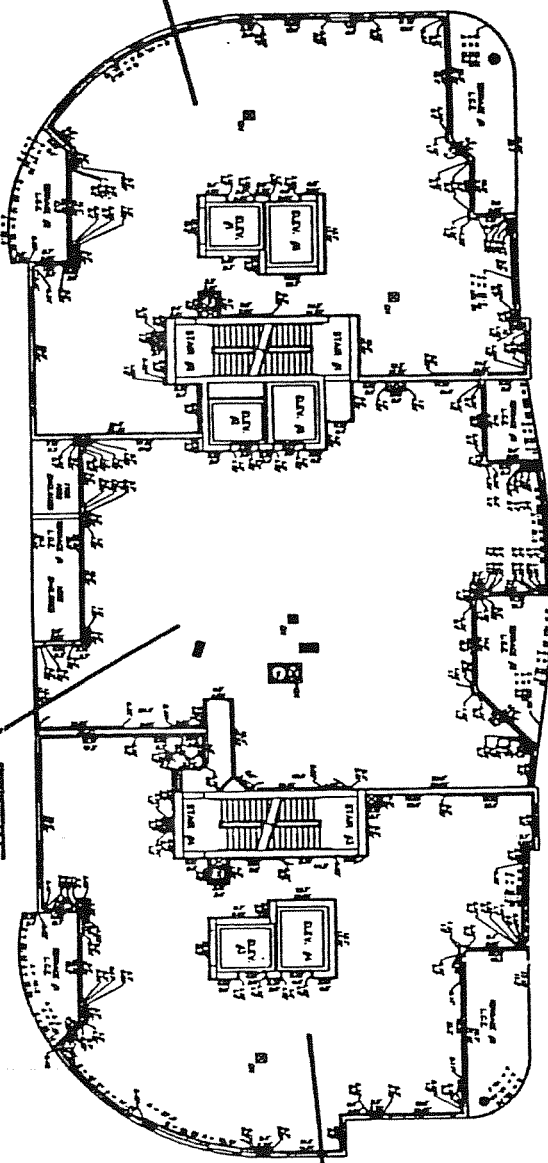
TERACE A (A.C.C.)
UNIT 1102
UNIT 1803
UNIT 1802

UNIT 402
UNIT 802
UNIT 702
UNIT 802
UNIT 902
UNIT 1102
UNIT 1302
UNIT 1402
UNIT 1602
UNIT 1702
UNIT 1802

UNIT 403
UNIT 803
UNIT 703
UNIT 803
UNIT 903
UNIT 1103
UNIT 1303
UNIT 1403
UNIT 1603
UNIT 1703
UNIT 1803

UNIT 1102
UNIT 1803
UNIT 1802

4th THRU 12th AND 14th THRU 18th FLOOR PLAN



CONDOMINIUM PLAT BOOK PAGE
SHEET 6 OF 8

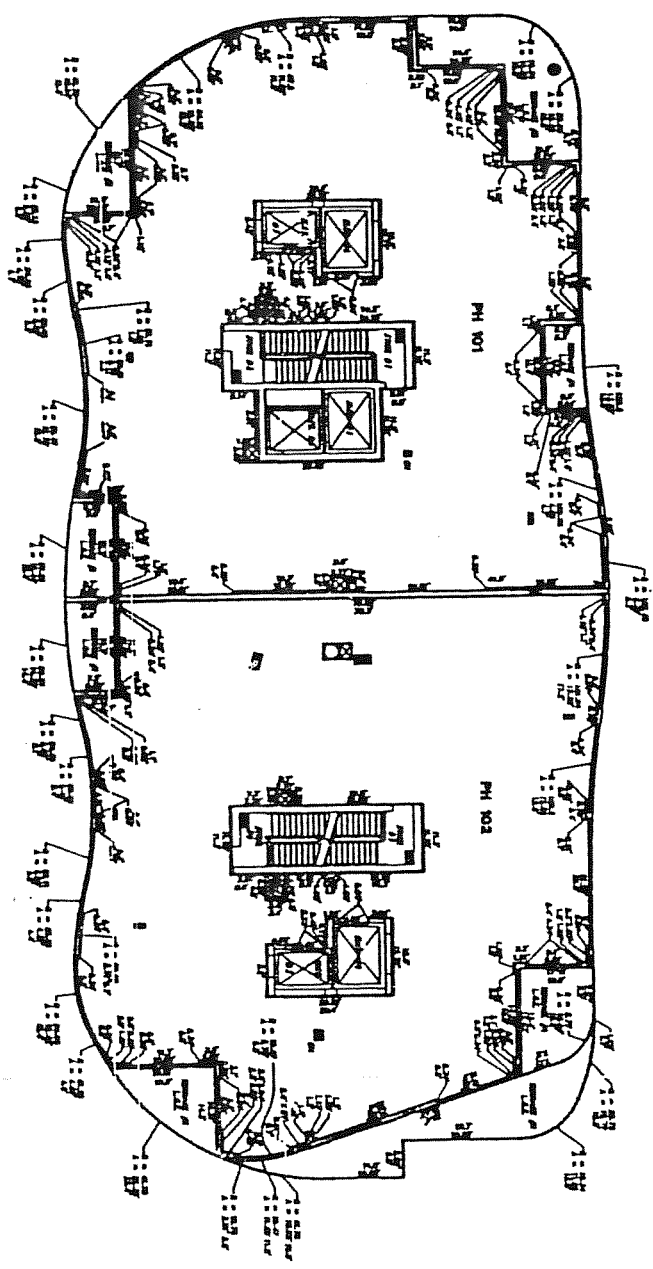
EXHIBIT "B"
SHEET 4 OF 7



OR: 2406 PG: 0470

Le JARDIN, A CONDOMINIUM

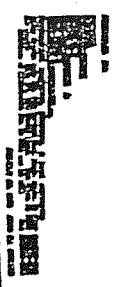
2008 FLOOR PLAN



Symbol	Description
[Symbol]	WALL
[Symbol]	DOOR
[Symbol]	WINDOW
[Symbol]	STAIR
[Symbol]	ELEVATOR
[Symbol]	PLUMBING
[Symbol]	ELECTRICAL
[Symbol]	MECHANICAL
[Symbol]	FINISH



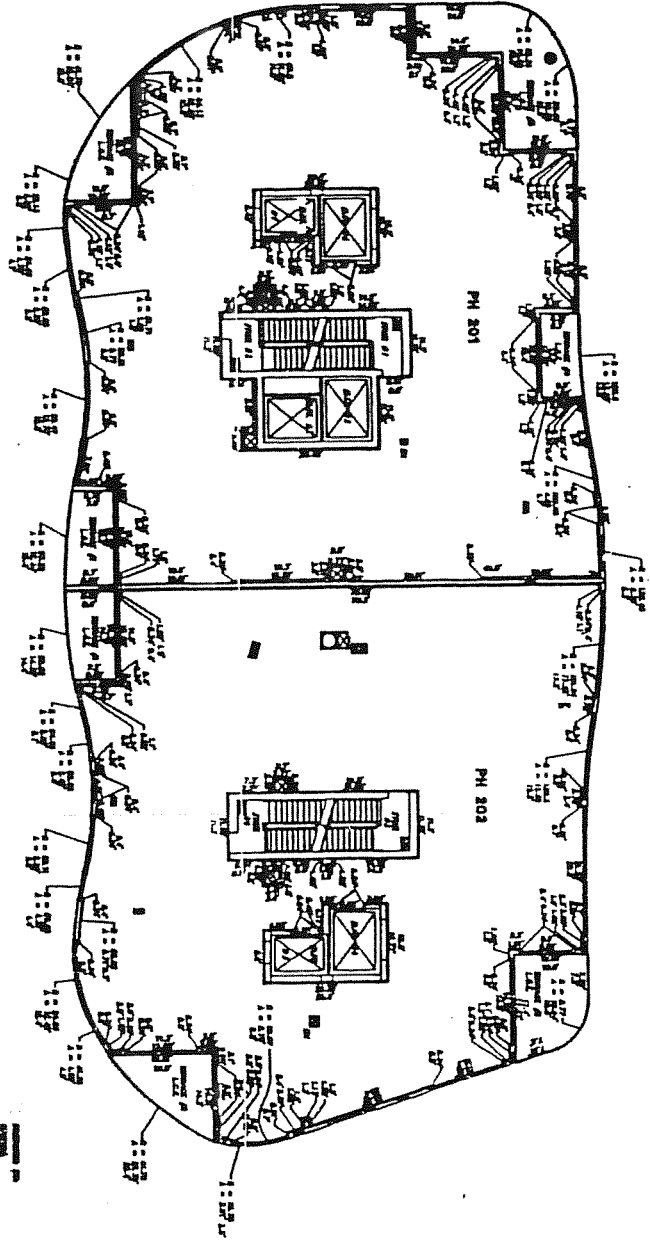
CONDOMINIUM FLY BOOK PAGE
 SHEET 7 OF 8
 DRAWING NO.
 QUANTITY 8 OF 7



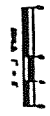
✓ OR: 3775 PG: 4045 ✓

Le JARDIN, A CONDOMINIUM

FIRST FLOOR PLAN



1	DOOR
2	WINDOW
3	STAIR
4	ELEVATOR
5	MECHANICAL
6	PLUMBING
7	ELECTRICAL
8	FINISH
9	LANDSCAPE
10	NOTE



ARCHITECT
 LEONARD ROSENBERG ARCHITECTS
 1000 BROADWAY
 NEW YORK, N.Y. 10018
 212-692-1234

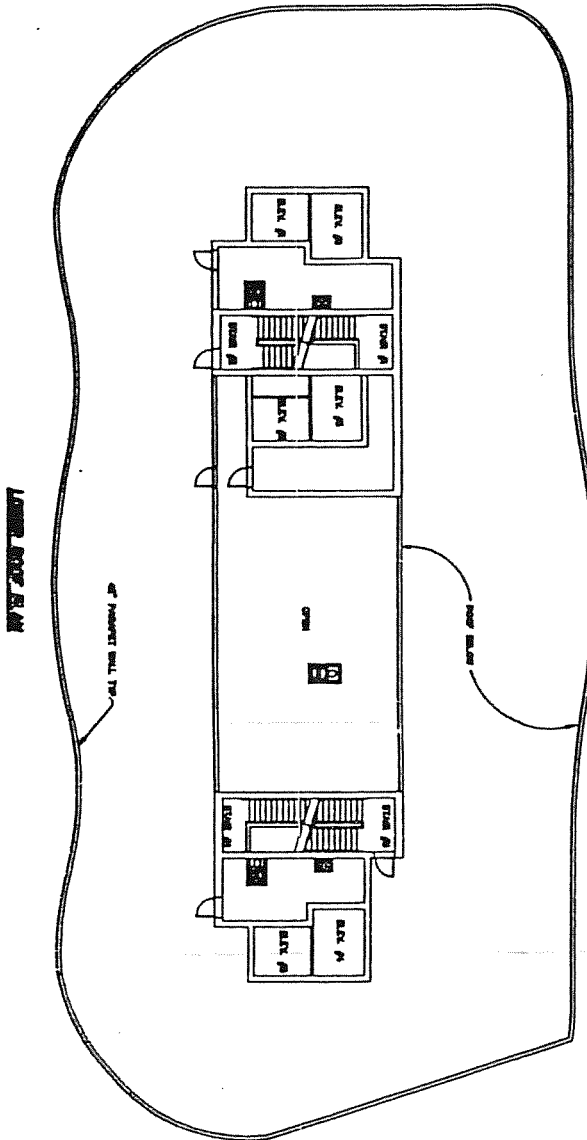
CONDOMINIUM FLOOR PLAN
 SHEET 9 OF 9
 PROJECT 7
 SHEET 9 OF 9

OR: 3775 PG: 4046 ✓

OR: 2406 PG: 0472

Le JARDIN, A CONDOMINIUM

ROOF PLAN



1st FLOOR SLAB

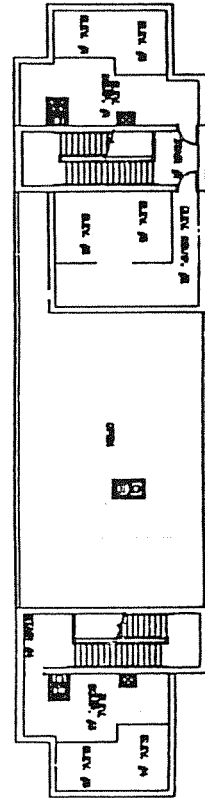


EXHIBIT "B"
SHEET 7 OF 7

CONDOMINIUM PLAT BOOK PAGE
SHEET 6 OF 6

