

Six Mile Corporate Park
12140 Carissa Commerce Court, Suite 200
Fort Myers, Florida 33966

4001 Tamiami Trail North, Suite 410
Naples, Florida 34103

May 8, 2017

**CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGED¹**

**VIA CERTIFIED MAIL # 9214 7969 0099 9790 1614 9149 50
RETURN RECEIPT REQUESTED
AND VIA E-MAIL: lking@lexingtoncountryclub.com**

Waterford at Lexington Condominium Association, Inc.
Leslie King, Manager
16257 Willowcrest Way
Fort Myers, FL 33908

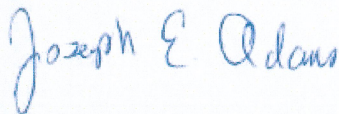
Re: Recorded Certificate of Recordation and Filed Articles of Amended and Restated Articles of Incorporation

Dear Leslie:

Enclosed please find the original recorded Certificate of Recordation, which was recorded with the Clerk of Courts on May 8, 2017. Also enclosed, please find a copy of the Articles of Amended and Restated Articles of Incorporation, which was filed with the Secretary of State on April 24, 2017. These documents should be stored in a safe place with other Association records.

Should you have any questions regarding the above, please do not hesitate to contact me.

Very truly yours,



Joseph E. Adams, Esquire
For the Firm

JEA/ers/Enclosures (as stated)

cc: Timothy Hannon, President (via e-mail only w/ encl.: tim.hannon@comcast.net)

ACTIVE: 9648992_1

¹ This letter is a confidential, attorney-client privileged communication. As such, this letter should only be distributed to members of the Board of Directors (or other authorized representatives) for Waterford at Lexington Condominium Association, Inc. In general, it is best to avoid widespread distribution of sensitive legal documents by e-mail, such as forwarding to an entire Board. That is because it is difficult to assure security of e-mails and issues that arise when a person who leaves the Board still has privileged legal information on his/her computer. If this letter is distributed to non-Board Members or non-authorized representatives, or the contents communicated to such persons, a court may rule that the attorney-client privilege has been "waived" which could (and likely will) have a negative impact on the Association's legal position in the event the issues addressed herein are later subject to legal challenge. Only the Board (not any individual) can waive privilege. Further, reading or directly referring to this letter at an open Board meeting would likely waive privilege, and in some cases, even discussing referral of a matter to legal counsel in an open Board meeting could be considered a privilege waiver. Finally, this opinion letter should be permanently deleted from all Board member and other computers after reading, and a hard copy retained in the Association's confidential legal file. Digital versions will be retained amongst the Firm's records for so long as the Association is a client.



FLORIDA DEPARTMENT OF STATE
Division of Corporations

April 25, 2017

JOSEPH ADAMS
4001 TAMiami TRAIL NORTH
SUITE 410
NAPLES, FL 34103

Re: Document Number N96000000314

The Amended and Restated Articles of Incorporation for WATERFORD AT LEXINGTON CONDOMINIUM ASSOCIATION, INC., a Florida corporation, were filed on April 24, 2017.

Should you have any questions concerning this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Carol Mustain
Regulatory Specialist II
Division of Corporations

Letter Number: 417A00007976

www.sunbiz.org

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

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF**

WATERFORD AT LEXINGTON CONDOMINIUM ASSOCIATION, INC.

FILED
17 APR 24 11:05 AM
CLERK OF DISTRICT COURT
FORT MYERS, FL

These are the Amended and Restated Articles of Incorporation of Waterford at Lexington Condominium Association, Inc., originally filed with the Florida Department of State on the 18th day of January 1996, under Charter Number N96000000314. Amendments included have been added pursuant to Chapter 617, Florida Statutes (2016).

For historical reference, the names of the original incorporator, and his addresses at the time of incorporation, was Charles W. Edgar, III, Esquire, 3300 PGA Boulevard, Suite 500, Palm Beach Gardens, Florida 33410. The street address of the initial registered office was 17380 Winkler Road, Fort Myers, Florida 33908 and the name of the initial registered agent was Charles W. Edgar, III, Esquire. The name and address of the current registered agent/office is Leslie King, Lexington Country Club, 16257 Willowcrest Way, Fort Myers, Florida 33908. The Board of Directors may, from time to time, change the designation of the principal office, the mailing address of the corporation, the registered office and the registered agent, in the manner provided by law.

1. **NAME.** The name of the corporation is WATERFORD AT LEXINGTON CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," the Declarations of Condominium as "Declarations," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

2. **PURPOSE.** The purpose for which the Association is organized is to manage, operate and maintain three (3) Condominiums known as Waterford at Lexington Condominium No. 1, Waterford at Lexington Condominium No. 2, and Waterford at Lexington Condominium No. 3. Said Condominiums shall be operated on a not-for-profit basis for the mutual use, benefit, enjoyment and advantage of the individual residents of said Condominiums; to make such improvements, additions and alterations to said Condominiums as may be necessary or desirable from time to time as authorized by the respective Declarations of said Condominiums and the Bylaws of the Association; to purchase and own real or personal property; and to conduct and transact all business necessary and proper in the management, operation and maintenance of said Condominiums; all as agents of the Owners of the Condominium Parcels of the said Condominiums.

3. **DEFINITIONS.** The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declarations and the Act, unless herein provided to the contrary, or unless the context otherwise requires.

4. **POWERS.** The powers of the Association shall include the following:

Exhibit "B" to Amended and Restated Declaration of Condominium
(Amended and Restated Articles of Incorporation)

Page 1 of 6

4.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of the Declarations, these Articles or of the Act.

4.2 Enumeration. The Association shall have all the powers set forth in the Act except as limited by the Declarations, these Articles, and the Bylaws (all as amended from time to time), and all of the powers reasonably necessary to operate the Condominiums, including but not limited to the following:

4.2.1 To make and collect Assessments and other Charges against Members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

4.2.2 To buy, own, operate, lease, sell, and trade both real and personal property as may be necessary or convenient in the administration of the Association Property and the operation of the Condominiums.

4.2.3 To maintain, repair, replace, reconstruct, add to, and operate the Condominium Property, Association Property and any other property acquired or leased by the Association.

4.2.4 To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its Officers, Directors, Committee Members, and Members as Unit Owners.

4.2.5 To make and amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declarations.

4.2.6 To approve or disapprove the leasing, transfer, mortgaging, ownership, and possession of Units as may be provided by the Declarations.

4.2.7 To enforce by legal means the provisions of the Act, other applicable laws, the Declarations, these Articles, the Bylaws, the Rules and Regulations, and the policies of the Association.

4.2.8 To contract for the management of the Condominiums and the Association and any facilities used by the Unit Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those which require specific, non-delegable approval of the Board of Directors or the membership of the Association.

4.2.9 To employ personnel to perform the services required for proper operation of the Condominiums and the Association.

Exhibit "B" to Amended and Restated Declaration of Condominium
(Amended and Restated Articles of Incorporation)

Page 2 of 6

4.2.10 To make contracts and incur liabilities, borrow money at such rates of interest as the Board may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments, special assessments, income or rights.

4.3 **Condominium Property.** All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Act, the Declarations, these Articles and the Bylaws.

4.4 **Distribution of Income.** The Association shall make no distribution of income to its Members, Directors or Officers. This provision shall not apply to the distribution of insurance proceeds as provided in the Declarations, nor the distribution of proceeds affiliated with termination or condemnation, as provided in the Declarations and the Act, nor reimbursement for expenses as may be authorized by the Board.

4.5 **Limitation.** The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declarations, these Articles, the Bylaws and the Act.

5. **MEMBERS.** The Members of the Association shall consist of all of the record Owners of Units in the Condominiums, and after termination of the Condominium or Condominiums shall consist of those who were Members at the time of the termination and their successors and assigns. If transfer of a Unit has occurred without approval of the Association, and if in contravention of the provisions of the Declarations, the Association need not recognize a record Owner as the "Member," unless the Association chooses to ratify or waive its objection to the transfer of title.

5.1 **Assignment.** The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, pledged or transferred in any manner except as an appurtenance to the Unit for which that share is held.

5.2 **Voting.** On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned. Those Members whose voting rights are suspended pursuant to the terms of the Condominium Documents and/or Florida law shall not be entitled to cast the vote assigned to the Unit for which the suspension was levied during the period of suspension and such Voting Interests shall be subtracted from the required number of votes when calculating any required vote or quorum for the period during which such suspension exists.

5.3 **Meetings.** The Bylaws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

6. **TERM OF EXISTENCE.** The Association shall have perpetual existence.

Exhibit "B" to Amended and Restated Declaration of Condominium
(Amended and Restated Articles of Incorporation)

Page 3 of 6

7. **OFFICERS.** The affairs of the Association shall be administered by the Officers designated in the Bylaws. The Officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties of the Officers.

8. **DIRECTORS.**

8.1 **Number and Qualification.** The property, business and affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than three (3) Directors.

8.2 **Duties and Powers.** All of the duties and powers of the Association existing under the Act, the Declarations, these Articles, the Bylaws and the Rules and Regulations (all as amended from time to time) shall be exercised exclusively by or under the direction of the Board of Directors, as provided in the Bylaws, subject only to approval by Members when such approval is specifically required.

8.3 **Election; Removal.** Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

9. **BYLAWS.** The Bylaws of this corporation may be altered, amended, or repealed in the manner provided in the Bylaws.

10. **AMENDMENTS.** These Articles may be amended in the following manner:

10.1 **Proposal of Amendments.** An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

10.2 **Proposed Amendment Format.** Proposals to amend existing Articles of Incorporation shall contain the full text of the Article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF ARTICLE. SEE ARTICLE NUMBER ___ FOR PRESENT TEXT."

10.3 **Notice.** Written notice setting forth the proposed amendment or a summary of the changes shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

10.4 **Adoption of Amendments.** A resolution for the adoption of a proposed amendment may be adopted by a vote of two-thirds ($2/3^{\text{rds}}$) of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a

Exhibit "B" to Amended and Restated Declaration of Condominium
(Amended and Restated Articles of Incorporation)

Page 4 of 6

quorum is present, or by the written agreement of two-thirds (2/3^{rds}) of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Condominium Documents, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

10.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Lee County Public Records according to law and filed with the Secretary of State according to law.

10.6 Automatic Amendment. These Articles shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declarations. Whenever the Act, Chapter 617, Florida Statutes or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Articles, the Board may operate the Association pursuant to the less stringent requirements without need to change these Articles. The Board of Directors, without a vote of the Members, may also adopt by majority vote, amendments to these Articles of Incorporation as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

10.7 Proviso. No amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

11. INDEMNIFICATION.

11.1 Indemnity. The Association shall indemnify any Officer, Director, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, Officer, or Committee Member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he reasonably believed to be in or not opposed to the best

Exhibit "B" to Amended and Restated Declaration of Condominium
(Amended and Restated Articles of Incorporation)

Page 5 of 6

LAW OFFICES

BECKER & POLIAKOFF, P.A.

SIX MILE CORPORATE PARK • 12140 CARISSA COMMERCE COURT, SUITE 200 • FORT MYERS, FL 33966

TELEPHONE (239) 433-7707

Prepared by and returned to:

Becker & Poliakoff, P.A.
Joseph E. Adams, Esquire
12140 Carissa Commerce Court, Suite 200
Fort Myers, FL 33966

INSTR # 2017000099269, Pages 209
Doc Type DOC, Recorded 05/08/2017 at 11:29 AM,
Linda Doggett, Lee County Clerk of Circuit Court
Rec. Fee \$1778.00
Deputy Clerk WMILLER
#1

CERTIFICATE OF RECORDATION

AMENDED AND RESTATED DECLARATIONS OF CONDOMINIUM

**WATERFORD AT LEXINGTON CONDOMINIUM NO. 1
WATERFORD AT LEXINGTON CONDOMINIUM NO. 2
WATERFORD AT LEXINGTON CONDOMINIUM NO. 3**

AMENDED AND RESTATED ARTICLES OF INCORPORATION

AMENDED AND RESTATED BYLAWS

WATERFORD AT LEXINGTON CONDOMINIUM ASSOCIATION, INC.

I HEREBY CERTIFY that the attached Amended and Restated Condominium Documents were duly adopted by the Association membership at the duly noticed Annual Members' Meeting of the Association on the 7th day of February 2017. The Declaration of Condominium for Waterford at Lexington Condominium No. 1 is recorded at O.R. Book 2669, Page 1364 *et seq.*, of the Lee County Public Records. The Declaration of Condominium for Waterford at Lexington Condominium No. 2 is recorded at O.R. Book 2765, Page 121 *et seq.*, of the Lee County Public Records. The Declaration of Condominium for Waterford at Lexington Condominium No. 3 is recorded at O.R. Book 2891, Page 150 *et seq.*, of the Lee County Public Records.

The Amended and Restated Declarations of Condominium for Waterford at Lexington Condominium No. 1, Waterford at Lexington Condominium No. 2 and Waterford at Lexington Condominium No. 3 are attached hereto. All previous site plans of record are incorporated by reference. Certain photocopies or summaries are recorded for reference as Exhibit "A" to the respective Amended and Restated Declarations of Condominium. The Surveyor's Certificates of Substantial Completion issued in connection with the initial development of the Condominiums

Page 1 of 2

LAW OFFICES
BECKER & POLIAKOFF, P.A.
SIX MILE CORPORATE PARK • 12140 CARISSA COMMERCE COURT, SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
WATERFORD AT LEXINGTON CONDOMINIUM NO. 1**

RECITALS:

In a Declaration of Condominium recorded at O.R. Book 2669, Page 1364 *et seq.* of the Public Records of Lee County, Florida, on January 22, 1996, the Condominium Developer did submit to condominium ownership pursuant to Chapter 718, Florida Statutes, known as the Condominium Act, that property situated in Lee County, Florida, more particularly described as follows:

TWO PARCELS OF LAND SITUATED IN SECTION 9, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, SAID PARCELS BEING PART OF THE LANDS PLATTED AS "LEXINGTON COUNTRY CLUB" IN LEE COUNTY FLORIDA, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL 1: PART OF DESIGNATED TRACT 15 OF LEXINGTON COUNTRY CLUB, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE ORIGINAL LINE OF TRACT 15(OF WHICH THIS IS A PART) AND TRACT 14 OF LEXINGTON COUNTRY CLUB, THENCE WITH SAID LINE; NORTH 50°20'17" EAST 143.47 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF BAYBERRY BEND (35' WIDE), THENCE; RUN 225.03 FEET ALONG SAID RIGHT OF WAY AND A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1479.91 FEET, A DELTA ANGLE OF 08°42'45," AND A CHORD BEARING AND DISTANCE OF SOUTH 50°12'45" EAST 224.82 FEET TO A POINT, THENCE; RUN 80.82 FEET ALONG SAID RIGHT OF WAY AND A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 50.0 FEET AND A DELTA ANGLE OF 92°36'30," TO A POINT ON THE WEST RIGHT OF WAY LINE OF MILLSTONE CIRCLE (35' WIDE RIGHT OF WAY), THENCE; RUN 219.84 FEET ALONG SAID RIGHT OF WAY AND A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1124.50 FEET AND A DELTA ANGLE OF 11°12'05," TO A POINT, THENCE; RUN 364.52 FEET ALONG SAID RIGHT OF WAY AND A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1124.50 FEET AND A DELTA ANGLE OF 18°34'22," TO A POINT, THENCE LEAVING ROAD RIGHT OF WAY AND RUNNING THRU TRACT 15; NORTH 74°25'03" WEST 220.81 FEET TO A POINT ON THE OUTSIDE LINE OF TRACT 15, THENCE; NORTH 20°25'37" WEST 217.51 FEET ALONG SAID TRACT LINE TO A POINT, THENCE; NORTH 31°27'52" EAST 313.90 FEET TO A POINT, THENCE; NORTH 03°03'54" EAST 93.71 FEET TO THE BEGINNING.

AND CONTAINING A COMPUTED AREA OF 3.792 ACRES OF LAND MORE OR LESS.

PARCEL 2: PART OF TRACT 16 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE ORIGINAL LINE OF TRACT 16 (OF WHICH THIS IS A PART) AND TRACT 17 OF LEXINGTON COUNTRY CLUB, THENCE WITH SAID LINE; NORTH 29°55'09" EAST 151.28 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF BAYBERRY BEND (35' WIDE), THENCE; NORTH 54°27'44" WEST 92.60 FEET TO A POINT, THENCE; RUN 68.75 FEET ALONG SAID RIGHT OF WAY AND A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 50.0 FEET AND A DELTA ANGLE OF 78°47'08," TO A POINT ON THE EAST RIGHT OF WAY LINE OF MILLSTONE CIRCLE (35' WIDE RIGHT OF WAY), THENCE; SOUTH 46°45'08" WEST 33.73 FEET TO A POINT, THENCE; RUN 213.00 FEET ALONG SAID RIGHT OF WAY AND A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1089.50 FEET AND A

Amended and Restated Declaration of Condominium
(Page 1 of 50)

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BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

DELTA ANGLE OF 11°12'05," TO A POINT, THENCE; RUN 352.32 FEET ALONG SAID RIGHT OF WAY AND A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1089.50 FEET AND A DELTA ANGLE OF 18°31'41," TO A POINT, THENCE LEAVING ROAD RIGHT OF WAY AND RUNNING THRU TRACT 16; SOUTH 74°25'03" EAST 222.06 FEET TO A POINT ON THE OUTSIDE LINE OF TRACT 16, THENCE; NORTH 17°16'37" EAST 59.33 FEET ALONG SAID TRACT LINE TO A POINT, THENCE; NORTH 23°32'30" EAST 78.39 FEET TO A POINT, THENCE; NORTH 30°13'16" EAST 124.31 FEET TO A POINT, THENCE; NORTH 37°09'47" EAST 86.17 FEET TO A POINT, THENCE; NORTH 09°26'05" EAST 38.18 FEET TO A POINT, THENCE; NORTH 01°03'27" WEST 34.46 FEET THE BEGINNING.

AND CONTAINING A COMPUTED AREA OF 2.767 ACRES OF LAND MORE OR LESS.

Said Declaration was subsequently amended as follows:

Amendment recorded at O.R. Book 2697, Page 903 *et seq.*, Lee County Public Records;
and

Amendment recorded at O.R. Book 2705, Page 3316 *et seq.*, Lee County Public Records;
and

Amendment recorded at Instrument No. 2017000004111, Lee County Public Records.

The submission of the land to the condominium form of ownership by that document is and will remain effective. By adoption of this Amended and Restated Declaration of Condominium (hereinafter "Declaration"), the Association Members hereby adopt certain amendments to the Declaration of Condominium and amendments thereof and hereby restate the Declaration in its entirety. By adoption of this Declaration, the Members of the Association ratify governance of the property described above and in Exhibit "A" hereto under the condominium form of ownership and the provisions of the Condominium Act, as defined in Article 1.1 hereof.

1. DEFINITIONS. As used herein or elsewhere in the Condominium Documents, unless otherwise provided, the terms used shall be as defined in the Act and as herein provided:

1.1 "Act" or "Condominium Act" means, except where specifically stated to the contrary, the Condominium Act (Chapter 718, Florida Statutes), as it now exists or as it may be amended from time to time, including the definitions therein contained.

1.2 "Articles" means the Articles of Incorporation as attached hereto as Exhibit "B," as they may be amended from time to time.

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

1.4 "Association" means WATERFORD AT LEXINGTON CONDOMINIUM ASSOCIATION, INC., a Florida Corporation Not For Profit, the entity responsible for the operation of the Waterford at Lexington Condominium No. 1, Waterford at Lexington Condominium No. 2, and Waterford at Lexington Condominium No. 3.

Amended and Restated Declaration of Condominium
(Page 2 of 50)

1.5 “Association Property” means all property owned by the Association for the use and benefit of the Unit Owners.

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

1.7 “Building” means the structures in which the Units and portions of the Common Elements are located.

1.8 “Bylaws” mean the Bylaws of the Association as attached hereto as Exhibit “C,” as they may be amended from time to time.

1.9 “Casualty” for the purposes of this Declaration, and not for the purpose of construing coverage between any insurer and insured, means an event which causes damage to the Condominium Property due to some sudden, fortuitous cause, including (but not limited to) fire, flood, hail, wind, rain, vandalism, explosion, or bursting pipes, but does not include progressive decay or corrosion, or slow or continuous leaks.

1.10 “Charge” means any legal or equitable indebtedness or monetary obligation of a Unit Owner to the Association, or other sums owed to or due to the Association from a Unit Owner, or any cost or expense incurred by the Association on behalf of or because of a Unit Owner, other than Assessments for Common Expenses, which the Unit Owner is obligated to pay to the Association. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Condominium Documents.

1.11 “Committee” means a group of Board Members, Unit Owners, or Board Members and/or Unit Owners and/or other persons appointed by the Board to make reports or recommendations to the Board, to take action on behalf of the Board, or to take such actions as the Resolution creating the Committee, or the Directors of the Board, may dictate.

1.12 “Common Elements” means and includes:

1.12.1 The portions of the Condominium Property not included within the Units.

1.12.2 Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.

1.12.3 An easement of support in every portion of a Unit which contributes to the support of the Building, including but not limited to all load bearing interior walls within the Units.

1.12.4 The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements, excluding all public or private (e.g., cable television) utility installations thereon or therein to the extent such is the intention of

the Association and the party who installs such installations and as provided in the Declaration of Condominium, as originally recorded.

1.12.5 Any other parts of the Condominium Property designated as Common Elements in this Declaration.

1.13 “Common Expenses of the Association” means those expenses for which all Unit Owners are liable to the Association, including but not limited to expenses of administration, maintenance, and operation of the Association and such other expenses as may be declared Common Expenses of the Association either by this Declaration, the Articles of Incorporation, the Bylaws or by the Board of Directors. Maintenance and repair of all Association Property and recreational facilities within one Condominium, but available for use by all Condominiums are a Common Expense of the Association. Bulk interior pest control for Units, if provided by the Association, is a Common Expense of the Association. Common Expenses of the Association include, but are not limited to, such items as cost of premiums for public liability insurance, accounting and legal fees, and wages and fees for managerial and other services. Legal fees regarding the rights, liabilities, interests or affairs of the Association as an entity shall be a Common Expense of the Association. The expenses of communications services as defined in Chapter 202, information services, or Internet services, are specifically considered a Common Expense of the Association, if so designated by the Board. Common Expenses of the Association also include reasonable insurance for Directors and Officers, commonly used road maintenance and operation expenses, security services and other expenses which are reasonably related to the general benefit of the Unit Owners of the several Condominiums even if such expenses do not attach to the property or the Condominiums of the Association.

Common Expenses of the Association shall be shared 95/285 by Condominium No. 1 Owners, 95/285 by Condominium No. 2 Owners, and 95/285 by Condominium No. 3 Owners. Determining the allocation of the Common Expenses of the Association as opposed to Common Expenses of the Condominium shall be in the sole discretion of the Board of Directors of the Association.

1.14 “Common Expenses of the Condominium” means those expenses for which Unit Owners in the individual Condominiums are liable to the Association. Expenses pertaining to the maintenance, repair, and replacement of the Common Elements of the individual Condominiums is a Common Expense of the Condominium. By way of example, but not limitation, utility bills and governmental services (including but not limited to water, sewer, electricity and trash collection) that are not separately metered or billed to individual Units, building painting, roof repair, exterior ground maintenance, and property insurance are Common Expenses of the Condominium. Legal fees involving the interests of the physical property within a particular Condominium, including but not limited to assessment collection matters, shall be a Common Expense of the Condominium. Determining the allocation of the Common Expenses of the Condominium as opposed to Common Expenses of the Association shall be in the sole discretion of the Board of Directors of the Association. When the Association receives a single billing for an item that is declared a Common Expense of the Condominium (e.g., lawn

Amended and Restated Declaration of Condominium
(Page 4 of 50)

maintenance, property insurance, etc.) the Board may allocate segments of said invoices to the individual Condominiums as the Board in its sole discretion deems fair and equitable and related to the actual allocation to each Condominium. Common Expenses of the Condominium shall be shared by Condominium No. 1 Unit Owners on a 1/95 basis, by Condominium No. 2 Unit Owners on a 1/95 basis, and by Condominium No. 3 Unit Owners on a 1/95 basis. Reserves required by the Act and the Condominium Documents are a Common Expense of the Condominium.

1.15 “Common Surplus” means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, above the amount of the Common Expenses. Common Surplus of the Condominium shall be determined in the same manner as Common Expenses of the Condominium. Common Surplus of the Association shall be determined in the same manner as Common Expenses of the Association is allocated.

1.16 “Communications Services” means those services described in Section 202.11, Florida Statutes (2016), and for the purpose of this Declaration, shall be deemed to include bulk video, voice, or internet services.

1.17 “Community Association” means Lexington Community Association, Inc., a Florida corporation not for profit, being the entity responsible for the administration of the Community Declaration.

1.18 “Community Covenants” means the Declaration of Covenants for Lexington recorded in the Public Records of Lee County, Florida, which Declaration encumbers, *inter alia*, the Condominium Property, and when the context permits, shall also mean the Articles of Incorporation and Bylaws of the Community Association, all as now or hereafter amended, modified or supplemented.

1.19 “Condominium Documents” means this Declaration; the Surveyor’s Plat and Site Plans, hereinafter collectively referred to as “the Plat” or “Condominium Plat,” copies of which are attached hereto as Exhibit “A” (the Plat and the Surveyor’s Certificate of Substantial Completion may not reflect the actual configuration of the Condominium Property, as deviations from original as-built conditions may have been made over time); Articles of Incorporation of Waterford at Lexington Condominium Association, Inc. attached hereto as Exhibit “B;” Bylaws attached hereto as Exhibit “C;” and Rules and Regulations. The Rules and Regulations need not (but may) be recorded in the County Public Records in order to be valid.

1.20 “Condominium Parcel” means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit and when the context permits, the term includes all of the appurtenances to the Unit.

1.21 “Condominium Property” means the land and property interests subjected to condominium ownership under this Declaration, all improvements on the land as depicted in the Surveyor’s Plat, or replacement thereof of like kind and quality, and alterations or additions

made to the Common Elements or Association Property by the Association and all easements and rights appurtenant thereto intended for use in connection with the Condominium. Additions or alterations made to the Units or Common Elements by Unit Owners (or their predecessors in title) are not part of the Condominium Property. References in the Condominium Documents to Condominium Property shall include Association Property, unless indicated otherwise.

1.22 “County” means the County of Lee, State of Florida.

1.23 “Declaration” or “Declaration of Condominium” means this instrument, and as it may be amended from time to time.

1.24 “Domestic Partners” means two adults who have chosen to share their lives in a committed relationship that includes a mutual and exclusive commitment to each other’s well-being, wherein each partner shares the same permanent address, have no blood relationship that would preclude marriage in the State of Florida, are of the age of legal majority, are jointly responsible for each other’s common welfare, share financial interdependence and mutual obligation akin to those of marriage. Domestic Partners shall be considered married individuals for the purpose of the Condominium Documents.

1.25 “Family” or “Single Family” shall refer to any one of the following:

1.25.1 One natural person, his spouse or Domestic Partner, if any, and their custodial children, if any.

1.25.2 Not more than two natural persons not meeting the requirement of Article 1.25.1 above, who do and plan to indefinitely and continuously reside together as a single financially and socially interdependent housekeeping unit, with the intention of living within the bonds of family.

1.25.3 The reference to “natural” herein is intended to distinguish between an individual and a corporation or other artificial entity. “Family member” is a person who resides in a Unit as part of the Owner’s Family, but is not a title holder.

1.26 “Fractional Ownership” or “Unit Sharing” means any arrangement (whether written or verbal) whereby multiple individuals, artificial entities, or other combinations acquire title to a Unit (or any other possessory or use right in a Unit) with the intention of allocating use rights among legal or beneficial owners, whether pursuant to verbal or written agreements, regarding the sharing of use and possession rights for a Unit.

1.27 “Guest” means any person who is not the Unit Owner or a Tenant or a member of the Owner’s or Tenant’s Family, who is physically present on or occupies the Condominium Property on a temporary basis at the expressed or implied invitation of the Owner or other legally permitted Occupant, without the payment of consideration.

1.28 “Insurable Event” as described in the Act, shall have the same meaning as Casualty, as defined in Article 1.9 of this Declaration.

1.29 “Insurable Improvements” shall mean the “Buildings” as defined in Article 1.7 of this Declaration, other than upgrades or additions by Unit Owners (or their predecessors in title), and those portions of the Condominium Property required by the Act to be insured by the Association. If a Unit Owner has replaced any glass with impact glass which meets the applicable code at the time of such replacement, such glass and its related framework shall be considered part of the Insurable Improvements, unless prohibited by law.

1.30 “Invitee” or “Licensee” shall mean a person or persons expressly or impliedly allowed entry onto the Condominium Property for the purpose of conducting business with or providing services to a Unit or a Unit’s occupant, or otherwise entering the Condominium Property on a temporary basis at the expressed or implied consent of the Unit Owner or Unit Occupant, including but not limited to contractors, workmen, delivery persons, domestic assistants and health care assistants. A Guest is an Invitee.

1.31 “Lease” when used in the context of the renting of Units, means the grant by a Unit Owner of a right of use of the Owner’s Unit for consideration.

1.32 “Lien for Charges” means a lien which is recorded to secure a Charge.

1.33 “Limited Common Elements” means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of all other Units, as specified in this Declaration. References herein to Common Elements shall include all Limited Common Elements, unless the context would prohibit or it is otherwise expressly provided. Whenever a portion of the Condominium Property naturally and exclusively services a particular Unit, and where the area in question lies outside of the boundaries of the Unit, the delegation of maintenance responsibility for the area shall serve to define the area as a Limited Common Element.

1.34 “Limited Common Expenses” means those expenses affiliated with the maintenance, repair, replacement, or reconstruction after Casualty of a Limited Common Element, the costs of which are assessed only against the benefiting Unit Owner(s), as authorized by the Act, and if so provided in this Declaration.

1.35 “Maintenance” shall mean, unless the context of a provision in the Condominium Documents requires otherwise, day to day cleaning, heavy cleaning, painting where applicable, routine maintenance, ongoing maintenance, preventative maintenance, as well as repair or replacement. The term “maintenance” shall not include repair after casualty, unless the context of a provision in the Condominium Documents requires otherwise. Whenever a Unit Owner is obligated by the Condominium Documents or law to maintain, repair or replace portions of the Condominium Property, the Board of Directors shall have the authority to establish reasonable standards for such maintenance, repair or replacement, including mandating

maintenance, repair or replacement of said items, when the Board deems same are reasonably necessary.

1.36 “Material Alteration or Addition” means to palpably or perceptively vary or change the use, form, shape, elements or specifications of a Building or other portions of the Common Elements from its original design or plan, or existing condition, in such a manner as to appreciably affect or influence its function, use or appearance.

1.37 “Member” means the record Owner(s) of legal title to a Unit.

1.38 “Occupant” when used in connection with a Unit, means a person who is physically present in a Unit for two or more consecutive days, including staying overnight for one night.

1.39 “Occupy” when used in connection with a Unit, means the act of staying in the Unit for two or more consecutive days, including an overnight stay of at least one night.

1.40 “Officer” means the executive Officers and Assistant Officers (if any) appointed by the Board as provided in the Bylaws.

1.41 “Person” means any individual or representative of an entity, including Unit Owners, Family members, Tenants, Guests, and Invitees. Whenever the word “Person” is used to require or prohibit certain conduct, it is the intention that the Owner of the Unit with which such Person is affiliated shall be responsible for ensuring such Person’s compliance with the Condominium Documents.

1.42 “Policies and Procedures” means the administrative policies of the Board adopted in writing from time to time, including those documented in minutes of the Board or correspondence issued under the authority of the Board.

1.43 “Primary Occupant” means one or more natural person(s) designated for occupancy of a Unit when title to the Unit is held in the name of two or more persons who are not spouses, or Domestic Partners, or when title is held by a trust, corporation or other entity which is not a natural person, except where the context clearly indicates otherwise, the term “Owner” shall include “Primary Occupant.”

1.44 “Resident” means any person who is occupying a Unit for thirty (30) days, whether or not consecutive, in any calendar year and shall include, as applicable, Owners, Tenants and members of their respective Families who reside in the Unit.

1.45 “Rules and Regulations” means those rules and regulations promulgated by the Board of Directors, concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, and the operation of the Association, subject to any limitations contained in this Declaration.

1.46 “Tenant” or “Lessee” means a person occupying a Unit, other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-owner involves consideration, the payment of money, the exchange of goods and services, etc. The term “Tenant” shall be used interchangeably with “Lessee.”

1.47 “Unit” means a part of the Condominium Property subject to exclusive ownership.

1.48 “Unit Owner” or “Owner” means the record Owner of a Condominium Parcel. Wherever a portion of the Condominium Documents, including the Rules and Regulations, proscribes, restricts, prohibits, governs or requires that a “Unit Owner” take or refrain from taking any action, or engage or refrain from engaging in any conduct, or providing for liability to the Association arising from such acts or conduct or the failure to take required action or engage in required conduct, the term Unit Owner shall be deemed to include, unless the context specifically suggests otherwise, the Unit Owner’s Family, Tenants, Residents, Guests, Licensees and Invitees, and as may be applicable, the family members of such person, as well as employees or agents of such persons.

1.49 “Utility Services” as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, video and Communication Services, air conditioning and garbage and sewage disposal.

1.50 “Voting Interests of the Association” 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 the Association matters. There are 285 Units, so the total number of Voting Interests of the Association is 285. Matters affecting the entire Association (all Condominiums), as determined by the Board of Directors, shall be decided by the Voting Interests of the Association. By way of example, but not limitation, the election of Directors, the recall of Directors, the waiver of financial reporting requirements, alterations of Association Property, certain alterations of Common Elements, certain amendments to the Declaration of Condominium, amendments to the Articles of Incorporation, and amendments to the Bylaws, are decided by the Voting Interests of the Association. Determining whether a voting item involves the Voting Interests of the Association as opposed to the Voting Interests of the Condominium, shall be determined in the sole discretion of the Board of Directors of the Association.

1.51 “Voting Interests of the Condominium” means those voting items which are to be considered for vote by the Unit Owners in individual Condominiums in accordance with the Class Quorum and Voting procedures specified in Article 2.11 of the Bylaws. By way of example, but not limitation, certain material alterations of Common Elements, certain amendments to the Declaration of Condominium, and the waiver or reduction of reserve funding shall be based upon the Voting Interests of the Condominium. Determining whether a voting item is a matter involving the Voting Interests of the Condominium, as opposed to Voting

Interests of the Association shall be determined in the sole discretion of the Board of Directors of the Association.

2. STATEMENT OF CONDOMINIUM DECLARATION. Worthington Communities, Inc., a Florida corporation, submitted the property described in Exhibit "A" hereto and as described above to condominium ownership in accordance with Florida Statutes.

3. CONDOMINIUM NAME. The name by which this Condominium is identified is "Waterford at Lexington Condominium No. 1."

4. UNIT IDENTIFICATION. The identification of each Unit shall be by number and shall be as indicated on the Plat, which is attached as Exhibit "A."

5. SURVEY AND GRAPHIC DESCRIPTION. A survey of the land previously submitted to condominium ownership and a plat thereof describing each Unit, Common Elements and their relative location and the approximate dimensions of each Unit are as shown on the Plat which is attached as Exhibit "A."

6. VOTING RIGHTS; OWNERSHIP OF COMMON ELEMENTS. The voting rights of the Owner of each Unit shall be one Voting Interest per Unit. Voting rights may be suspended pursuant to the terms of the Condominium Documents and/or Florida law. The sharing of Common Expenses and ownership of Common Elements and Common Surplus shall be on a 1/285th basis for Common Expenses of the Association and 1/95th basis for Common Expenses of the Condominium. Suspension of voting rights shall not affect the basis for which Common Expenses are shared or Common Elements and Common Surplus owned. However, suspended Voting Interests shall be subtracted from the total number of votes required when calculating any required vote or quorum during the period for which said Voting Interest is suspended. The undivided share of ownership of the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or separately hypothecated. 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 by a Unit Owner, pledged or transferred except as an appurtenance to the Units.

7. 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, unless released in connection with termination of 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 the Unit Owners with respect to such easements.

7.1 Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, communications and security systems, and other services and drainage in order to

Amended and Restated Declaration of Condominium
(Page 10 of 50)

serve the Condominium. The Association shall have a right of access to each Unit during reasonable hours when necessary for maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

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

7.3 Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and Resident, their Guests and Invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purpose. None of the easements specified in this Article 7.3 shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.

7.4 Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

7.5 Air Conditioning Line Relocation. An easement is hereby created and reserved through the Units for the relocation of air conditioning lines as provided in Article 9.2.11.

7.6 Other Condominiums; Community Association. The Community Association shall have all easements provided it in the Community Covenants including, without limitation, those over "Lots" (as defined therein). Additionally, the Community Association shall have a perpetual easement over the Common Elements to perform the maintenance, repair and replacement functions described in Article 22.1 of this Declaration.

Any recreation or other commonly-used facilities located within the Condominium Property shall be subject to a perpetual, non-exclusive easement in favor of the Owners of Units in any other Condominium operated by the Association, and their Family members, Tenants, Guests and Invitees, provided that (i) the use of such easement shall be subject to reasonable regulation by the Association and (ii) such Unit Owners share in the expenses of such facilities in the manner provided in the Bylaws. Without limitation, the swimming pool and related facilities in

Condominium 3 shall be available for use by all Condominiums operated by the Association and shall be insured, maintained, repaired, replaced, altered or reconstructed as a Common Expense of the Association.

Each Owner and Occupant, and the Guests and Invitees thereof, if any Unit in a Condominium operated by the Association shall also have a perpetual easement of ingress and egress for vehicular and pedestrian use over all portions of the Common Elements reasonably suited for such purpose.

7.7 Additional Easements. The Association, by and through the Board of Directors on behalf of all Unit Owners (each of whom hereby appoints the Association as its attorney-in-fact for this purpose), shall have the right to grant such additional general (“blanket”) and specific electric, gas or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such existing easements or drainage facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Association shall deem necessary or desirable, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

8. CONDOMINIUM UNITS AND APPURTENANCES. The Condominium Property has constructed thereon the Building, consisting of five (5) separate Buildings each containing nineteen (19) Units for a total of ninety-five (95) Units. Each Unit is identified by a separate numerical designation. The designation of each of such Units is set forth on Exhibit “A” attached hereto. Exhibit “A” consists of a survey of the Land, a graphic description of the Improvements located thereon, including, but not limited to, the Building in which the Units are located, and a plot plan thereof. Said Exhibit “A,” together with this Declaration, is sufficient detail to identify the Common Elements and each Unit and their relative locations and dimensions.

There shall pass with a Unit as appurtenances thereto (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration, including the applicable Limited Common Elements; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may be lawfully altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration or the Act.

8.1 Horizontal Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:

8.1.1 Upper Boundary – The horizontal plane of the unfinished lower surface of the ceiling of the Unit.

Amended and Restated Declaration of Condominium
(Page 12 of 50)

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12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

8.1.2 Lower Boundary – The horizontal plane of the unfinished upper surface of the floor of the Unit.

8.1.3 Interior Divisions – Except as provided in Articles 8.1.1 and 8.1.2 above, no part of the floor of the top floor, ceiling of the bottom floor, stairwell adjoining the two-floors or non-structural interior walls shall be considered a boundary of the Unit.

8.2 Perimetrical Boundaries: The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

8.3 Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, bay windows and skylights, such boundaries shall be extended to include the windows, doors and other fixtures located in such apertures, including all frameworks thereof; provided, however, that exterior surfaces made of glass or other transparent material, and the exterior of doors, shall not be included in the boundaries of the Unit and shall therefore be Common Elements.

8.4 Exceptions. In cases not specifically covered above, and/or in case of conflict or ambiguity, the survey of the Units set forth as Exhibit “A” hereto shall control in determining the boundaries of a Unit, except the provisions of Article 8.3 above shall control unless specifically depicted otherwise on such survey.

8.5 Limited Common Elements. Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto:

8.5.1 Lanais. Any lanai (and all improvements thereto) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s). The boundaries of same shall be (i) lower: the upper unfinished surface of the slab of the lanai, (ii) upper: the lower unfinished surface of any overhanging slab, (iii) perimetrical: the exterior surface of any adjoining Common Element wall or, where there is no wall on the first floor lanai, the edge of the concrete slab facing the lanai and (iv) other perimetrical: any sliding glass door(s) or fixed glass panel(s) abutting the lanai.

8.5.2 Parking. Each Unit is assigned the use of one (1) parking space in a carport, such space to be Limited Common Element of the Unit to which it is assigned.

8.5.3 Storage Closets. Fifteen (15) of the nineteen (19) Units in each Building is assigned the use of one Storage Closet, which is a Limited Common Element. Units 101, 107, 201, and 207 in each Building (the “D Units”) are not assigned Storage Closets.

8.5.4 Conveyance of a Unit. A conveyance of a Unit shall automatically include all Limited Common Elements appurtenant to that Unit unless otherwise specified in the instrument of such conveyance.

8.5.5 Miscellaneous Areas, Equipment. Any fixtures or equipment (e.g., an air conditioning unit located adjacent to the Unit and related lines and equipment) serving a Unit or Units exclusively and any area upon/within which such fixtures or equipment are located shall be Limited Common Elements of such Unit(s).

9. MAINTENANCE, ALTERATION AND IMPROVEMENTS. Responsibility for the maintenance of the Condominium Property, and restrictions upon the alteration and improvement thereof, shall be as follows:

9.1 Association Maintenance, Repair and Replacement Obligation. The maintenance, repair and replacement of all Common Elements and Association Property shall be performed by the Association, and the cost is a Common Expense, except as may otherwise be specifically noted with respect to Limited Common Elements. The Board of Directors shall have the authority to declare Units in the Condominium not available for occupancy when, in the reasonable discretion of the Board, considerations of safety result in a finding by the Board that a Unit or Units should not be inhabited during such periods of work.

9.1.1 General Exterior and Structural Maintenance. The Association's maintenance, repair and replacement responsibility shall include, but not be limited to, exterior painting, Unit front entry doors, structural maintenance of the Buildings, roofing, maintenance of parking facilities (except as otherwise provided herein to the contrary) and general exterior maintenance, but shall not include maintenance, repair and replacement of railings, screens, screen enclosures, windows, sliding glass doors, hurricane shutters, nor any alteration or addition to the Condominium Property made by a Unit Owner or his predecessors in title, nor any portions of the Condominium Property exposed to the elements or any structural element for which this Declaration delegates responsibility to the Unit Owner.

9.1.2 Plumbing and Electrical. The Association's maintenance, repair and replacement responsibility includes, except as may be specifically otherwise provided to the contrary, without limitation, all electrical conduits and installations located from (but not including) the circuit breaker outward; electrical conduits and installations located within or outside a Unit for the furnishing of Utility Services to another Unit, more than one Unit, or the Common Elements; plumbing fixtures and installations located within or outside a Unit for the furnishing of Utility Services to another Unit, more than one Unit, or the Common Elements. The Association's maintenance, repair and replacement responsibility does not include electrical fixtures, switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within the Unit and serving only that Unit, said items being the maintenance responsibility of the Unit Owners.

9.1.3 Incidental Damage. If, in connection with the discharge of its maintenance, repair or replacement responsibilities, the Association must remove, disassemble, or destroy portions of the Condominium Property which the Unit Owner is required to maintain, repair, or replace, the Association shall be responsible for reinstallation or replacement of that item, including cabinetry, drywall and moldings, to its unfinished state, and specifically

Amended and Restated Declaration of Condominium
(Page 14 of 50)

excluding floor coverings, wall coverings, ceiling coverings, paint, wallpaper, paneling, and other finishes, and further provided that the Association's obligations are limited to the replacement of items that were part of the Condominium Property as originally installed by the Developer, or replacements thereof of like kind and quality, and except in cases of Casualty repair, or repair of damage caused by a covered cause of loss under the Association's applicable insurance policy, which shall be governed by Article 13 of this Declaration. When a Building component must be replaced with an upgraded component to comply with current laws, ordinances, or codes, the Unit Owner shall be responsible for the additional costs, secured by a Lien for Charges, for the amount by which the upgraded component exceeds the cost of a like-kind replacement. Repair or replacement of all upgrades or additions, even if made by a predecessor in title, shall be the responsibility of the Unit Owner, specifically including but not limited to hurricane shutters which the Association must remove in connection with the maintenance of the Building, although the Association may have shutter reinstallation work performed by its contractor, and the Unit Owner will be responsible for reimbursement to the Association as a Charge.

9.2 Unit Owner Maintenance, Repair and Replacement Obligation. Each Unit Owner is responsible, at his own expense, for all maintenance, repair, and replacement of his own Unit and those Limited Common Elements serving his Unit, to the extent provided herein, whether ordinary or extraordinary, including, without limitation:

9.2.1 Windows. The Unit Owner shall maintain, repair and replace the window installations originally installed by the Developer or subsequent replacement thereof. Same includes the window frame and encasement, the plate glass, and all caulking thereof. The Unit Owner shall be responsible for interior window locking and opening mechanisms, the windowsill and glass breakage due to any cause. The Association shall be responsible for exterior caulking around the window frames as to original installations, and the Unit Owner as to replacements.

9.2.2 Screens, Screen Frames and Railings. The Unit Owner shall maintain, repair and replace all window screens, screen doors or lanai screens, including hardware and framing, and including lanai railings.

9.2.3 Drywall and Finishes. The Unit Owner shall maintain, repair and replace all drywall within the Unit (i.e. interior partition drywall), the finishes thereof (including baseboard, molding or trim), and the structural framing related thereto, including studs and insulation, and drywall. The Unit Owner shall maintain, repair and replace all finishes (including but not limited to) baseboard, molding or wall coverings within the Unit including those serving Unit boundary walls, floors or ceilings.

9.2.4 Electrical. The Unit Owner shall maintain, repair and replace all electrical fixtures, apparatus or installations located within the Unit, which service only the individual Unit plus all electrical fixtures, apparatus or installations from and including the circuit breaker inward, which service only that Unit.

9.2.5 Sliding Glass Doors. The Unit Owner shall maintain, repair and replace sliding glass doors and the structural components thereof including frames and fixed panels, the tracks therefore, all door hardware, trim, and caulking, subject to the provisions of Article 9.14.

9.2.6 Other Doors. The Unit Owner shall maintain, repair and replace all doors other than the Unit front entry door, including the framing and structural components thereof, and including trim, caulking, locks and hardware within or servicing the Unit, subject to the provisions of Article 9.14.

9.2.7 Hurricane Shutters. The Unit Owner shall maintain, repair and replace hurricane shutters and the structural components thereof, subject to the provisions of Article 9.14.

9.2.8 Electrical, Plumbing and Mechanical Fixtures. The Unit Owner shall maintain, repair and replace the electrical, mechanical and plumbing fixtures and outlets (including connections) within a Unit and serving only that Unit including sinks, toilets, tubs, showers, shower pans, and all related fixtures and installations.

9.2.9 Appliances. The Unit Owner shall maintain, repair and replace all appliances within the Unit.

9.2.10 Heating and Air Conditioning Equipment; Ductwork. The Unit Owner shall maintain, repair and replace all portions of the heating and air conditioning equipment (including compressors, air handlers, ductwork, refrigerant lines and discharge/drainage/overflow lines), dryer vents to the point of termination (even if exterior to the Unit), air conditioner or air handler discharge lines to the point of termination or connection to another discharge (even if exterior to the Unit). The Association is responsible for the maintenance, repair and replacement of air conditioning unit slabs. However, if any Unit Owner wishes to enlarge the air conditioning unit pad to accommodate the installation of a new air conditioning unit, prior approval of the Board shall be required (no Unit Owner approval shall be required), and the requesting Unit Owner shall be responsible for the cost of necessary expansion or reconfiguration of the pad.

The refrigerant and return lines (and all related lines, ductwork, wires and other apparatus) originally installed by the Developer, that run (or ran) between the outside air conditioning unit and the air handler located within the Unit runs (or ran) below the first floor slab horizontally, and then vertically to the air handler. When such installation needs to be replaced, it is not technically or economically feasible to run said lines in the original location. Accordingly, Unit Owners who must replace such installations may reroute these lines subject to prior approval of the Board (no Unit Owner approval is required). The Board shall specify where such lines shall be placed and may require that the chase be of sufficient size for other Unit Owners in the same Building, or certain areas of the Building, to install similar installations. Such installations may require access through parts of other Units, and the relocation of the lines within other Units, as well as drilling of holes, excavation of drywall, and the like. In general, such activity shall be

limited to areas within the closet where Unit air handlers are housed. The Board may grant exceptions to this location restriction in extraordinary circumstances.

9.2.11 Floor Coverings. The Unit Owner shall maintain, repair and replace carpeting and other floor covering (including lanai areas).

9.2.12 Other Equipment and Fixtures. The Unit Owner shall maintain, repair and replace all other equipment or fixtures located or contained entirely within a Unit which serve only that Unit.

9.2.13 Plumbing (Incoming). The Unit Owner shall maintain, repair and replace all incoming plumbing from (and including) the shut-off valve (at hot water) inward.

9.2.14 Plumbing (Outgoing). The Unit Owner shall maintain, repair and replace outbound plumbing until the point of exit from the Unit boundary. Provided, however, that the Unit Owner is responsible for the remediation of clogged pipes or drains, where the source of blockage or obstruction originates from the Unit, even if the area where the blockage or obstruction is located is outside of the Unit boundary.

9.2.15 Storage Closets. Storage Closets shall be maintained, repaired and replaced by the Association as a Common Expense, provided however, that Unit Owners shall have the following maintenance responsibilities. Unit Owners shall be responsible for the replacement of light bulbs in Storage Closets. Any improvements made to the interior of the Storage Closet after original construction, including but not limited to shelving, additional electrical fixtures (which can only be installed with Board approval, as provided elsewhere in this Declaration), and the light, shall be the responsibility of the Unit Owner.

Any of the above-described areas that are to be maintained, repaired or replaced by the Unit Owner, or by the Association at the expense of the benefiting Unit(s), if located outside of the boundaries of the Unit, are declared Limited Common Elements. Responsibility for maintenance, repair and replacement of Condominium Property may not coincide with obligation for insurance of Condominium Property, nor its repair after Casualty, or damage from covered cause of loss under the Association's applicable insurance policy, which are governed by Article 12 and Article 13 hereof, respectively.

9.3 Appliance Maintenance Contracts. If there becomes available to the Association a program of contract maintenance for water heaters serving individual Units, and/or air conditioning compressors and/or air handlers and related equipment and fixtures serving individual Units, which the Association determines benefits the Owners to consider, then on agreement by a majority of the Voting Interests of the Condominium, in person or by proxy and voting at a meeting called for that purpose, or on agreement by a majority of the total Voting Interests of the Condominium in writing, the Association may enter into a maintenance contract. The expense of the maintenance contract to the Association is a Common Expense. All maintenance not covered by the maintenance contract is the responsibility of the Unit Owner.

Amended and Restated Declaration of Condominium
(Page 17 of 50)

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

9.5 Unit Owner Obligations In Connection with Maintenance, Repair and Replacement. In connection with his maintenance, repair and replacement obligations, the Unit Owner shall have the responsibility to obtain the prior written approval of the Association, through the Board of Directors, before performing any maintenance, repair or replacement which requires: changes or alterations to the physical appearance of the Condominium Property visible from any exterior vantage; excavation; access to the Building roof; removal, modification or relocation of any interior partitions or walls, whether load-bearing or not; relocation of cabinets or appliances; relocation of utility, plumbing, or electrical installations or fixtures or ductwork; the use of heavy or noisy equipment; such other actions as may cause concern for the peace and safety of the Condominium and its Residents or the aesthetics of the Condominium Property, as determined by the Board. The Association may condition such approval on criteria as the Board deems reasonable, including but not limited to:

- Preservation of uniformity of appearance;
- Use of contractor(s) that are properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance. Unit Owners are responsible for the actions of their contractors and warrant to the Association, whether or not specifically made a condition of Association approval (or in cases where no Association approval is required) that all persons coming into the Condominium Property to perform work on or services for the Unit hold all proper licenses, have obtained all proper permits, and carry such insurance as may be required by law or the Board;
- Right (but not duty) of oversight by the Association or its agent;
- The Unit Owner submitting plans as to the scope of the contemplated repair;
- Restrictions as to hours and days of work;
- Imposition of time limits in which jobs must be completed and prohibitions against major renovations during certain times of year.

Amended and Restated Declaration of Condominium
(Page 18 of 50)

- Restrictions regarding equipment that may be parked or stored on or near the Condominium Property during construction.
- Restrictions regarding the transport and storage of materials and supplies necessary for the construction to be performed.

The Association may, but shall not be obligated to, act as the Owner's agent in obtaining the services of contractors or others to perform Unit Owner maintenance responsibilities in the event of an emergency, or in non-emergency situations, provided that in non-emergency situations, the Association and the Owner so agree, or absent such agreement when such work is deemed necessary, as determined by the Board, to facilitate projects involving the Association's maintenance of the Condominium Property. In all such cases the Unit Owner shall be deemed to consent to reimbursement of expenses incurred, secured by such rights as exist for collecting Common Expenses under these Condominium Documents through a Lien for Charges. Unit Owners shall at all times be responsible to ensure, whether or not Association approval is required for work being done within the Unit or elsewhere upon the Condominium Property, that all contractors and other persons performing services for the Unit Owner are properly licensed and insured, including required Worker's Compensation insurance, and that the Condominium Property is kept free from liens and cause no damage to the Condominium Property. The Board has the power (but not the duty) to require proof of: licensure; building permits; and insurance, and may set standards for insurance as to required coverage, deductibles, or other terms and conditions, and may require the Association to be named as an additional insured under such policies. The Unit Owner shall hold the Association harmless from any claim of any nature arising out of failure to comply with these requirements.

9.6 Lanais. The Unit Owner who owns or has the right to the exclusive use of a lanai shall be responsible for the maintenance, repair and replacement of: floor coverings (the Board may prohibit certain types of floor coverings or require the removal of existing coverings when necessary for the structural preservation of the Building); storm shutters and other enclosures; fixed and/or sliding glass doors and affiliated framing and hardware thereof; the wiring, electrical outlet(s) and fixture(s) on or servicing the lanai; ceiling fans; and the replacement of light bulbs. The Association shall be responsible for structural maintenance, repair and replacement of lanai floors, ceilings, and also the Building walls enclosed by the lanais, excluding painting. The Unit Owner shall be responsible for the day-to-day cleaning and painting walls and ceiling enclosed by lanais. No Unit Owner shall paint lanai walls or ceilings without prior approval of the Board. Lanais must be painted in the same color as the Building. The Board may require Owners to paint lanais for maintenance/waterproofing purposes and may specify the type, color and specifications for the paint or other waterproofing materials to be used. Unit Owners may not puncture (by nails, hooks, screws or otherwise) lanai floors, walls, or ceilings, without obtaining the prior written approval of the Board of Directors.

9.7 Unit and Lanai Floor Coverings. All Units must have anti-fracture membrane installed beneath any hard-surface flooring. Installed floor coverings shall in all cases, and/or in the absence of any specifications adopted by the Board, meet the standards of the then-existing

Amended and Restated Declaration of Condominium
(Page 19 of 50)

Florida Building Code and then-prevailing industry standards. The structural integrity of lanais constructed of steel reinforced concrete is affected adversely by water intrusion and rust aggravated by the water retention qualities of indoor-outdoor carpet, river rock, and unglazed ceramic tile and its grout. For this reason, no indoor-outdoor carpet or river rock may be used on lanais, and all tile and its bedding and grout must be of adequate material to be applied as to be waterproof. Any flooring installed by a Unit Owner on a lanai of a Unit must be installed so as to ensure proper drainage.

9.8 Modifications, Alterations or Structural Work by Unit Owners. No Owner may make or permit the making of any modifications or alterations to any portion of his Unit visible from the exterior of his Unit, or in any manner change the appearance of any portion of the Common Elements, undertake any structural work, or undertake any structural modification or alteration, without first obtaining the written consent of the Board of Directors, which consent shall 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 whole. “Structural” work, modifications or alterations include, but are not limited to: relocation of existing electrical, plumbing, ductwork, air conditioning or heating installations; relocation of existing fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges; the removal or modification of any partition, door, window or screen; raising ceilings; or relocating kitchen or bathroom cabinetry. For purposes of this provision, the term “structural” work shall also include the addition, removal, or relocation of any ductwork, plumbing line or fixture, any electrical line or fixture, or the removal, modification or creation of any interior partition. Replacement of cabinetry, appliances and fixtures, with substantially equivalent installations in the same location, shall not be deemed “structural” and shall not require approval of the Association, unless a building or other permit is required. Further, “structural” work, modifications or alterations shall include any and all work that requires a building permit, an electrical permit, a plumbing permit, a mechanical permit, or similar permit from the appropriate governmental agency, whether or not mentioned above.

The Board may, in circumstances it deems appropriate, and without limiting the right to ask for plans or specifications and other relevant information, require sealed plans from an Architect or Professional Engineer licensed to practice in Florida as a condition of reviewing any requested structural modification, alteration or addition to the Condominium Property. The Board may require, as a condition of review, the Unit Owner’s obligation to pay the Association’s expenses of review, including but not limited to, legal, engineering or other consultant fees. The Board, in reaching its decision, may take into account uniformity of appearance, compatibility with architecture in Waterford Condominiums, the quality of the proposed alteration, objections of neighboring Residents, and such other criteria as the Board may reasonably adopt in reaching its decision, without limitation. The Board may take into account whether other Unit Owners would be able to make such alterations or modifications, and the effect of the fact that similar requests may need to be approved by the Association. If the Board determines to permit any modification or alteration which is visible from the exterior of the Unit, from any vantage, said modification or alteration must also be approved by the Unit Owners in the manner provided in Article 9.10 of this Declaration, regardless of the cost or expense of such modification or alteration, provided

Amended and Restated Declaration of Condominium
(Page 20 of 50)

that the Board may waive the request for Unit Owner approval if similar modifications or alterations have been approved by the Unit Owners previously, or are specifically authorized by the Condominium Documents. If any Unit Owner requests approval of any structural work, modification or alteration, the Association may permit such work, modification or alteration if same would not materially affect or interfere with the Utility Services constituting Common Elements, if any, located therein, the structural integrity of the Building, or create a nuisance or disturbance to neighboring Units.

9.9 Additional Unit Owner Responsibility for Modifications or Alterations. If a Unit Owner (or his predecessors in title) makes, or has made any modifications or alterations to the interior or exterior of the Unit, Common Elements, or Limited Common Elements, the Unit Owner (and his heirs, successors in title and assigns) shall be financially responsible for the insurance, maintenance, care, preservation, reconstruction, repair or replacement of the modification or alteration and shall execute such documents as the Association may promulgate, if any, accepting said financial responsibility. Any modification or alteration to the Condominium Property made by a Unit Owner may be required to be removed in connection with the Association's maintenance of the Condominium Property. In such cases, the Unit Owner who installed the modification or alteration (and/or their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or reinstallation of the item, with said obligation being secured by a right of Lien for Charges of equal dignity to the Common Expense lien created by this Declaration, or alternatively, said Owner may be required to remove and reinstall said modification or alteration, if so determined by the Board of Directors. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent, although the Association may provide for stricter liability standards in contracts with contractors.

9.10 Material Alterations or Additions by Association. Except as may be provided elsewhere in this Declaration to the contrary, there shall be no Material Alteration or Addition to the Common Elements or Association real property by the Association, except as authorized by the Board of Directors. Provided, however, that if any such Material Alteration or Addition to Association Property or recreational facilities shared by all three (3) Condominiums require or obligate the expenditure of Association funds of more than ten percent (10%) of the Association's total budget for the fiscal year in which the work is authorized, including reserves, the Board shall obtain approval of a majority of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by written agreement of majority of the entire Voting Interests of the Association. Material Alteration or Addition to the Common Elements of individual Condominiums shall be authorized as follows. The Board of Directors may authorize any Material Alteration or Addition which does not exceed ten percent (10%) of the total budget for the Condominium for which the Material Alteration or Addition is proposed. Any Material Alteration or Addition to Common Elements of a Condominium exceeding that amount shall be approved by a majority of the Voting Interests of the Condominium present (in person or by proxy) and voting at a meeting of the Association at which a Class Quorum has been obtained. Notwithstanding the foregoing, if

Amended and Restated Declaration of Condominium
(Page 21 of 50)

any Material Alteration or Addition to Common Elements of an individual Condominium (excepting those which are less than ten percent (10%) of the budget and which may be authorized by the Board and including any change to the exterior color scheme of any Building) are visible from the exterior from the premises of any other Condominium, such Material Alterations or Additions shall be approved by a majority of the Voting Interests of the Association present (in person or by proxy) and voting at a meeting of the Association at which a quorum has been established, or by written agreement of a majority of the entire Voting Interests of the Association, even in classes where the expenses of such Material Alteration or Addition is allocated as a Common Expense of the Condominium. Necessary maintenance of the Common Elements, or Association Property, regardless of the level of expenditure, is the responsibility of the Board of Directors. Cellular antennae and similar apparatus and apparatus to provide communication or internet services as provided in Article 1.13, may be placed on the Condominium Property as authorized by the Board, subject to approval of any other entity that may be required.

9.11 Enforcement of Maintenance. If, after reasonable notice, the Owner of a Unit fails to maintain the Unit or other portions of the Condominium Property as required by the Condominium Documents, or as may be required to comply with law, the Association shall have, without waiver or limitation of other remedies available under the Act or Condominium Documents, the right to enter the Owner's Unit or Common Elements (including Limited Common Elements) and perform or cause performance of the necessary work, and/or institute legal proceedings at law or in equity to enforce compliance, and/or to take any and all other lawful actions to remedy such violation, in which event, the Unit Owner shall be charged for the costs of such activities (including attorneys' fees incurred by the Association) by the Association which shall be secured by a Lien for Charges.

9.12 Damage Caused by Conditions of the Condominium Property. Each Unit Owner shall be liable to the Association and/or other Unit Owners for the expenses of any maintenance, repair or replacement of the Condominium Property, made necessary by his wrongful act, omission, negligence, violation of the Condominium Documents or applicable law, or same by any member of his Family or his or their Occupants, Residents, Guests, Tenants or Invitees. If any condition, defect or malfunction existing within a Unit or Common Elements which the Unit Owner is obligated to insure, maintain, repair, or replace is caused by the Owner's (or his Family member's, Occupant's, Resident's, Guest's, Tenant's or Invitee's) wrongful act, omission, negligence, or failure to comply with the Condominium Documents or applicable law, shall cause damage to the Common Elements, Association Property, or to other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance (including the deductible) and without waiver of any insurer's subrogation rights, and without impairing any coverage obligation which may exist as a matter of law or contract, provided that such responsibility shall be conditioned on the Unit(s) which is/are seeking to impose such liability being adequately insured based on local standards and conditions. Further, any claim of a Unit Owner against the Association or another Unit Owner relative to damage to the Condominium Property, to the extent the Association or other Unit Owner might otherwise be

Amended and Restated Declaration of Condominium
(Page 22 of 50)

liable pursuant to the Condominium Documents or applicable law, shall be predicated upon the Unit Owner making the claim being adequately insured based on local standards and conditions, whether or not individual Unit Owner insurance is mandated by the Act. Should any Unit Owner fail to maintain such insurance, any claim will be reduced to the extent such Unit Owner's insurance, if obtained pursuant to the above-described standards, would have provided coverage or compensation for the loss and without waiving any other remedy of the Association regarding Unit Owner insurance requirements. The requirement that the individual Unit Owner obtain insurance shall not be construed to confer any additional liability or responsibility on the Association or other Unit Owners (without limitation, the Association shall not be obligated to obtain proof of Unit Owner insurance), but is intended to require Unit Owners and the Association to respectively insure risks that are customarily experienced in condominiums located in Florida's coastal communities, condominiums in general, including but not limited to damages occasioned by windstorms, hurricanes, tornadoes, floods, rainstorms, bursting pipes, water seepage and leakage, and mold and mildew, regardless of whether such insurance is legally required. If one or more of the Units is not occupied at the time a damage incident is discovered (regardless of the cause), the Association may, but is not obligated to, enter the Unit(s) without prior notice to the Owner(s) and take reasonable action to mitigate damage or prevent its spread, including without limitation initiating "dry-out" procedures as agent for the Unit Owner, and at the Unit Owner's expense. The Association may, but is not obligated to, repair the damage without the prior consent of the Owner in the event of an emergency, and the Owner shall be responsible for reimbursement of the Association, with the cost being secured by a Lien for Charges. Unit Owners are required to shut off all water valves when the Unit will be unoccupied on an overnight basis, and failure to do so will create a presumption of negligence.

Unit Owners are also required to ensure that electricity, and if separately metered, water and sewer, are always available to service the Unit. If the Unit Owner fails to maintain Utility Services to the Unit, the Association shall have, without waiver of other remedies, the right to enter the Owner's Unit and Limited Common Elements and take any and all lawful actions to make the Utility Services available to service the Unit; in which event, the Unit Owner shall be charged for such activities (including attorneys' fees incurred by the Association) by the Association which shall be secured by a Lien for Charges.

9.13 Combination of Units. Contiguous Units may not be combined in to a single living space.

9.14 Hurricane Protection. The Board of Directors shall adopt hurricane shutter specifications for the Condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code.

Unit Owners are responsible for the installation, operation, maintenance, repair and replacement of hurricane protection on windows and doors (including sliding glass doors) servicing the Unit. Notwithstanding any provision in this Declaration to the contrary, the Board may, subject to the provisions of the Section 718.113(5)(a) – (d), Florida Statutes (2016), and with the approval of

Amended and Restated Declaration of Condominium
(Page 23 of 50)

voting interests as may be required by that statute, install and operate hurricane shutters and/or other forms of code compliant hurricane protection (including but not limited to code compliant impact glass, windows, and/or doors), except that a vote of the Owners is not required for such installations on or to building components where the maintenance, repair and replacement of such component is the responsibility of the Association pursuant to this Declaration, and hurricane protection of such components is the responsibility of the Association. The authority conferred by this Section shall apply whether or not such installations constitute a Material Alteration or Addition to the Common Elements. Costs of installation shall be assessed or charged, and credits given, as provided in Section 718.115(1)(e), Florida Statutes (2016).

10. ASSESSMENTS AND CHARGES. Assessments against Owners shall be made by the Board of Directors of the Association, in the manner provided in the Bylaws and as follows, and shall be borne by the Unit Owners on the basis set forth in Article 6 and elsewhere in these Condominium Documents.

10.1 Liability for Assessments and Charges. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments and Charges coming due while he/she is the Unit Owner. Except as provided in Article 10.5, any person or entity which acquires title to a Unit shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and Charges against the predecessor for his/her share of the Charges and Assessments, including interest, late fees, attorneys' fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. The liability for Assessments or Charges may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments or Charges are made.

10.2 Default in Payment of Assessments for Common Expenses or Charges. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall incur a late fee and bear interest in an amount as determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law. The Board may accelerate unpaid Assessments in the manner prescribed by law. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such parcel, with interest, late fees and for reasonable attorneys' fees, as well as costs and expenses of collection incurred by the Association incident to the collection of the Assessment or enforcement of the lien. If prohibited by the Act, no lien may be filed by the Association against a Condominium Unit until thirty (30) days after the date on which a notice of intent to file a lien has been delivered to the Owner, pursuant to the Act. The Association may also accelerate all Assessments or Charges which are accrued, but not yet due, in the manner provided by law. The Association's lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall be signed and acknowledged by an Officer or agent of the Association. Upon recording, the Association's claim of lien shall relate back to the date of the filing of the original Declaration of Condominium. Upon payment in full, the Condominium Parcel is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for Assessments or

Amended and Restated Declaration of Condominium
(Page 24 of 50)

Charges in the manner that a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments or Charges without waiving any claim of lien.

10.3 Notice of Intention to Foreclose Lien. So long as required by law, no foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments or Charges. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments or Charges, including those which have been accelerated (if applicable) and those coming due after the claim of lien is recorded, are paid before the entry of a final judgment or foreclosure, the Association shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this provision are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

10.4 Attachment of Rental Income When Unit is Delinquent. Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws, or applicable law, the Association shall have the following options when payment of Assessments or Charges are in default (more than ten days in arrears). The Association may, without order of the Court, direct rental income (by written notice to the Tenant with copy to Unit Owner) from Units in default to be paid directly to the Association until all outstanding Assessments, Charges, other monetary obligations, interest, late fees, costs, collection expenses, attorneys' fees and receiver's fees, if applicable, are paid in full. As an alternative, the Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct. The Association may choose any of these courses of action, or other remedies as may be prescribed by law or elsewhere in the Condominium Documents, as the Board deems appropriate, without same constituting a waiver or election of remedies.

10.5 First Mortgagee. The priority of the Association's lien and the obligation for payment of past due Assessments or other sums due in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Act.

10.6 Certificate of Unpaid Assessments or Charges. Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments or Charges against him/her with respect to his/her Unit. The Association, its agents, and counsel shall be entitled to charge a fee for preparing such information, in amounts established by the Board, or in a management agreement between the Association and a Community Association Management Firm, or based on reasonable and customary fees charged by legal counsel.

Amended and Restated Declaration of Condominium
(Page 25 of 50)

LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

10.7 Lien for Charges. Except as prohibited by law, there is created by this Declaration a common law and contractual lien to secure payment for any service which the Association provides for an individual Unit Owner or expenses which the Association incurs in regard to a Unit Owner and which are not otherwise secured by the statutory lien for Common Expenses. By way of example, but not limitation, a Lien for Charges exists to secure repayment to the Association when it must remove or reinstall Unit Owner alterations or items of Unit Owner insurance, maintenance, repair or replacement responsibility in connection with the Association's discharge of its Common Element maintenance responsibilities, or address emergency situations, such as water extraction from a Unit. The Lien for Charges shall be of equal priority to, shall accrue interest and late fees, and shall be foreclosed in the same manner as the Common Expense lien, including the right to recover attorneys' fees, costs and expenses of collection.

10.8 Liens and Encumbrances against Units. The Association shall have the right to satisfy any delinquent lien or other security interest against a Unit, excepting first mortgages, which are superior to the Association's lien, including without limitation unpaid ad valorem taxes. The Association shall have no obligation to satisfy such liens nor ascertain their existence. Prior to paying off a lien against a Unit, the Association shall give the Unit Owner reasonable notice and opportunity to remove the lien. Any such payments made by the Association will be secured by a Lien for Charges.

10.9 Other Remedies. The Board of Directors shall have the authority to impose such other remedies or sanctions permitted by the Act pertaining to non-payment of monetary obligations to the Association. Without limitation, same include suspension of use rights in Common Elements and Association Property; suspension of voting rights; suspension of the right to serve on the Board; the attachment of rental income; denial of lease approval requests; and acceleration.

11. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM. The administration and management of the Condominium shall be by the Association, which shall have by and through its Officers and Directors, such powers, authority and responsibilities as are vested in the Officers and Directors of a corporation not-for-profit under the laws of the State of Florida, including but not limited to those set forth more specifically elsewhere in the Condominium Documents. The Association shall have authority to enter into management and other agreements concerning the matters of common interest through its Officers. The management of the Association and election of the Members to the Board of Directors shall be as set forth in the Bylaws. Without limiting the foregoing, the Association shall have the following rights and powers:

11.1 Unit and Limited Common Element Access. The irrevocable right of access to each Unit and its appurtenant Limited Common Elements during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration, or as necessary to prevent damage to the Common Elements or to any Unit or Units, or to determine compliance with the terms and provisions of this Declaration, the exhibits annexed hereto, and the Rules and

Amended and Restated Declaration of Condominium
(Page 26 of 50)

Regulations adopted pursuant to such documents, as the same may be amended from time to time. A pass key must be provided by the Unit Owner to the Association for each Unit entry door, and as may be applicable air conditioning or utility rooms or closets, and the assigned Storage Closet. The Association may utilize a master key system. When a Unit Owner must maintain, repair or replace portions of the Condominium Property as provided herein, and which requires access to another Unit for said purpose, the Unit Owner shall have reasonable right of access which shall be administered through the Association. The Unit Owner upon whose behalf access has been obtained shall be obligated for the expense of repairing any damage to the Condominium Property.

11.2 Assessments and Charges. The power to make and collect regular and special Assessments and other Charges against Unit Owners and to lease, maintain, repair, and replace the Common Elements and Association Property.

11.3 Delegation. The power to enter into contracts with others, for valuable consideration, for maintenance and management of the Condominium Property and Association Property and in connection therewith, or to its Officers and agents, to delegate the powers and rights herein contained, including, without limitation, the making and collecting of Assessments and other Charges against Unit Owners, and perfecting liens for non-payment thereof.

11.4 Regulations. The power to adopt and amend Rules and Regulations regarding the operation of the Association and use, appearance, maintenance, transfer and administration of the Condominium Property and Association Property.

11.5 Acquisition or Transfer of Real or Personal Property; Leasing Common Elements and Association Property. The power to acquire real property and transfer real property owned by the Association or otherwise convey and mortgage real property for the use and benefit of its Members with the same approval of Unit Owners as needed to amend the Declaration. No Unit Owner approval shall be required to acquire, purchase, or mortgage a Unit in connection with foreclosure of a lien or deed in lieu of foreclosure, nor to dispose of such Unit. Leasing of Common Elements or Association Property may be approved by the Board of Directors, as well as the lease fees, use fees, and other fees permitted by the Act or the Condominium Documents. The Board of Directors shall have the authority to acquire personal property and to dispose of same, without need for membership approval.

11.6 Membership Agreements. The power to enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities with the same approval of Unit Owners as needed to amend the Declaration.

11.7 Fees for Use of Common Elements; Other Fees and Deposits. The power to set fees, pursuant to the Act, the Board of Directors shall have the authority to set use fees for private use of Common Elements or Association Property, as well as the regulations and policies pertaining to such use. The Board of Directors may also establish other fees and deposits determined necessary by the Board. Without limitation, same include: clubhouse/meeting room

deposits, use fees and/or clean-up fees; fees for the issuance of parking passes or decals; fees for architectural/engineer review of renovation/alteration plans; contractor damage deposits; and internet service, facsimile service and other services using Association equipment. Nothing in this Declaration shall be construed as obligating the Association to provide any of the aforementioned services.

11.8 Lease of Association Property or Common Elements. The power to lease Association Property or Common Elements, as authorized by the Board of Directors, including, but not limited to, the lease of Building roof areas and other Common Elements for antennas or other telecommunications and similar equipment. No use fee may be charged against a Unit Owner for use of the Common Elements or Association Property except fees set by the Board pertaining to an Owner having exclusive use of the Common Elements or Association Property, or as agreed by the Association and the party leasing Association Property or Common Elements, pursuant to an oral or written Lease agreement, or fees authorized by this Declaration.

11.9 Limitation upon Liability of Association. Notwithstanding the duty to maintain, repair, replace, insure or reconstruct parts of the Condominium Property, the Association is not liable to Unit Owners or any other person for injury or damages of any nature, other than for the cost of maintenance and repair of items for which the Association is otherwise responsible, caused by any progressive, latent or unknown condition of the Condominium Property, nor for any claims for damages or expenses affiliated with the maintenance and repair of the Condominium Property, except incidental damage to Owner property as provided in Article 9.1.3 hereof. The Association shall have no liability for loss of use or inability to inhabit the Condominium Property during work performed by, or at the direction of the Association, when the Board of Directors reasonably believes the property cannot be safely occupied during said period(s) of time. Without limiting the intended generality of the foregoing, the Association shall have no liability for loss of use, loss of rental income, alternative housing or subsistence expenses, or loss of value.

Notwithstanding anything contained herein or in the Condominium Documents or any other document governing or binding the Association, the Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, Occupant or user of any portion of the Condominium Property, including, without limitation, Residents and their Families, Guests, Tenants, Invitees or for any property of any such persons. Without limiting the generality of the foregoing:

11.9.1 It is the express intent of the Condominium Documents that the various provisions thereof which are enforceable by the Association, and which govern or regulate the use of the Condominium Property, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Condominium Property and the value thereof; and

11.9.2 The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State

Amended and Restated Declaration of Condominium
(Page 28 of 50)

LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

of Florida, Lee County, and/or any other jurisdiction or for the prevention of tortious or criminal activities; and

11.9.3 Any provisions of the Condominium Documents setting forth the uses of Assessments which relate to health, safety and or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if Assessment funds are chosen to be used for any such reason.

Each Unit Owner and each other person having an interest in or lien upon, or making any use of, any portion of the Condominium Property shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision.

As used in this section, "Association" shall include within its meaning all of the Association's Directors, Officers, Committee Members and other persons the Association may be required to indemnify, to the extent and limit of such indemnity, and without waiving, reducing or otherwise modifying coverage obligations or subrogation rights of any insurer.

11.10 Disclaimer, Waiver, and Release of Claims Regarding Mold and Mildew. Each Unit Owner acknowledges that the Condominium is located in a hot, humid climate, which is conducive to the growth of mold and/or mildew. The Board of Directors shall have the authority to adopt reasonable Rules and Regulations regarding maximum or minimum temperatures for Units and/or require that the air conditioning to the Units be set within certain temperature and/or humidity ranges and may require Owners to take such further actions as the Board deems advisable to control humidity and mold and/or mildew growth.

The Association shall not be responsible for the prevention of mold and/or mildew or any damages including, but not limited to, any special or consequential damages, property damages, personal injury, loss of income, emotional distress, death, loss of use, diminution or loss of value of the Unit, economic damages, and adverse health effects relating to, arising from or caused by mold and/or mildew accumulation regardless of the cause of said mold/or mildew.

EACH UNIT OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES LOSSES AND EXPENSES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR UNFORESEEN, THAT SUCH PERSON HAS, OR MAY HAVE IN THE FUTURE, IN LAW OR IN EQUITY AGAINST THE ASSOCIATION, ITS OFFICERS, DIRECTORS, AND COMMITTEE MEMBERS, OR ANY PERSON OR ENTITY THE ASSOCIATION IS OBLIGATED TO INDEMNIFY (AND WITHOUT WAIVING, REDUCING OR

Amended and Restated Declaration of Condominium
(Page 29 of 50)

OTHERWISE MODIFYING COVERAGE OBLIGATIONS OR SUBROGATION RIGHTS OF ANY INSURER), ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH, RELEASE, DISCHARGE, DISPERSAL OR PRESENCE OF MOLD AND/OR MILDEW OR ANY CHEMICAL OR TOXIN SECRETED THEREFROM.

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

12. INSURANCE. The insurance which shall be carried upon the Condominium Property, including the Units, Common Elements, and Association Property, shall be as follows:

12.1 Authority to Purchase Insurance. All insurance policies shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees as their respective interests may appear.

12.2 Coverage.

12.2.1 Property Insurance. Except as otherwise provided herein, the Association shall obtain and maintain fire, wind, general property and extended coverage insurance with a responsible insurance company upon all of the Insurable Improvements of the entire Condominium, including Association Property, the Common Elements (including Limited Common Elements), the Units, and the personal property of the Association, for the replacement value thereof, including coverage for changes in building codes, unless the Board determines that such coverage for changes in building codes is not reasonably available or commercially practicable, and less a commercially reasonable deductible as determined by the Board, provided the Board may exclude landscaping and exterior improvements not customarily insured by condominium associations in the locality, and foundation and excavation costs, in its discretion. The Association shall determine the replacement value of the Insurable Improvements through independent appraisal, at least every 36 months, so long as required by the Act. The Board shall establish deductibles, at a duly noticed meeting of the Board, and shall give notice of such meeting, and determine the deductibles, as required by the Act, so long as required by the Act. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be reasonably available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by the Act. The original policy of insurance shall be held by the Association, and mortgagees shall be furnished, upon request, mortgage endorsements covering their respective interests. The word "Building" or "Insurable Improvement" in every property insurance policy issued to protect a Condominium building does not include: personal property in the Unit or Limited Common Elements; Unit floor, wall, or ceiling coverings; Unit or lanai electrical fixtures; appliances; water heaters; water filters; built-in cabinets or countertops; window treatments, including curtains, drapes, blinds, hardware and similar window treatment

Amended and Restated Declaration of Condominium
(Page 30 of 50)

components; and replacements of any of the foregoing, which are located within the boundaries of a Unit and serve only one Unit. The Unit Owners shall also be responsible to insure all alterations, modifications or additions made to the Unit, Limited Common Elements, or Common Elements by said Unit Owner, or his predecessor in interest or title.

12.2.2 Flood. The Association shall use its best efforts to obtain and maintain adequate flood insurance, for replacement value, less a commercially reasonable deductible as determined by the Board, and less foundation and excavation costs if determined by the Board. The Association will have discharged its responsibility to use its “best efforts” to obtain “adequate” flood insurance if it is able to purchase flood insurance up to the limits available through the National Flood Insurance Program (NFIP), or through any similar federally-sponsored or related program, or through private carriers with similar coverage, for premium rates that are generally commensurate with flood insurance premium rates for condominiums in the local area.

12.2.3 Liability Insurance. The Association shall obtain and maintain public liability insurance covering all of the Common Elements and Association Property and insuring the Association and the Unit Owners as their interest may appear in such amount as the Board of Directors may deem appropriate. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The Unit Owners shall have no personal liability upon such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Unit Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage.

12.2.4 Fidelity Bond. The Association shall obtain and maintain insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term “persons who control or disburse funds of the association” includes, but is not limited to, those individuals authorized to sign checks on behalf of the Association, and the President, Secretary, and Treasurer of the Association.

12.2.5 Worker’s Compensation. Such worker’s compensation coverage as may be required by law, or deemed advisable by the Board.

12.2.6 Other Insurance. Such other insurance as the Board of Directors may from time to time deem to be necessary, including but not limited to Errors and Omissions Officers and Directors Liability insurance coverage and insurance for the benefit of its employees.

12.3 Deductible and Other Insurance Features. The Board of Directors shall establish the amount of the deductible under the insurance policies, and other features (including but not limited to exclusions), as it deems desirable and financially expedient, in the exercise of its business judgment, and in the method provided by the Act. The deductible and other features

shall be consistent with industry standards and prevailing practice for communities of similar size and age, and having similar construction and facilities in the locale where the Condominium Property is situated.

12.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

12.5 Insurance Shares or Proceeds. Insurance proceeds of policies purchased by the Association covering property losses shall be paid to the Association, and all policies and endorsements thereon shall be deposited with the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares:

12.5.1 Common Elements; Proceeds On Account Of Damage To Common Elements. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Expenses appurtenant to the Unit.

12.5.2 Unit; Proceeds On Account Of Damage To Units Shall Be Held In The Following Undivided Shares.

12.5.2.1 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed in the manner elsewhere stated.

12.5.2.2 Common Elements and Units. When both Common Elements and those portions of the Unit insured by the Association are damaged by a common occurrence, the proceeds of insurance shall be allocated between damage to Common Elements, Limited Common Elements, and Units as the Board of Directors shall determine. It shall be presumed that when there are insurance proceeds received on account of a common Casualty or covered cause of loss under the Association's applicable insurance policy, but insufficient proceeds for Casualty or covered cause of loss repair (including but not limited to shortfalls occasioned by the existence of a deductible), that such shortfalls shall first be applied to Common Elements damage, and then to damage to Units and Limited Common Elements, it being the intent of this provision that when there is a common Casualty loss or covered cause of loss under the Association's applicable insurance policy causing significant damage to the premises, the shortfalls occasioned by deductibles shall be first apportioned to all Unit Owners in proportion to their share of the Common Elements and not applied first to Unit damage.

12.5.3 Mortgages. In the event that a mortgage endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall

be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds.

12.6 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed in the following manner:

12.6.1 Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the Unit Owners, or, at the option of the Board, may be deposited in the Association's reserve fund.

12.6.2 Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed in accordance with the Plan of Termination approved pursuant to Article 19.

12.7 Association as Agent. The Association is irrevocably appointed agent for each Unit Owner and for each Owner of a mortgage or other lien upon any Unit and for each Owner of any other interest in the Condominium Property or any property in which the Association owns an interest, to adjust all claims arising under insurance policies by the Association, and to execute and deliver releases upon the payment of such claim.

13. RECONSTRUCTION AFTER CASUALTY. If any part of the Condominium Property shall be damaged by Casualty or covered cause of loss under the Association's applicable insurance policy, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

13.1 Common Elements. If the damaged improvement is any of the Common Elements, the damaged Common Elements shall be reconstructed or repaired, unless the Condominium is to be terminated as provided elsewhere herein.

13.2 The Building.

13.2.1 Lesser Damage. If the damage renders less than 50% of the Units in the Condominium uninhabitable, as determined by the Board of Directors or governmental agencies of jurisdiction, the damaged property shall be reconstructed or repaired.

13.2.2 Major Damage. If the damage renders more than 50% of the Units in the Condominium uninhabitable, as determined by the Board of Directors or governmental agencies of jurisdiction, the damaged property will be reconstructed or repaired, unless 75% of the entire Voting Interests in the Condominium agree in writing that such reconstruction or repair shall not take place. The decision whether or not to reconstruct or repair shall be made within one hundred eighty (180) days after the Casualty or covered cause of loss under the Association's applicable insurance policy, provided however that the Board of Directors shall have the authority to extend this period for decision-making, not to exceed three (3) years, to deal with exigencies in

Amended and Restated Declaration of Condominium
(Page 33 of 50)

communication with Unit Owners caused by natural disasters or other significant casualties, or to deal with delays in obtaining information regarding reconstruction costs or insurance proceeds available for reconstruction.

13.2.3 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Building, as set forth in the plans and specifications for the Building, or if not, then according to plans and specifications approved by the Board of Directors, regardless of whether it is a Material Alteration or Addition as described in Article 9.10 and no vote of the Unit Owners shall be required.

13.2.4 Definition of “Uninhabitable.” For purposes of this Declaration, “uninhabitable” shall mean that the Board of Directors has concluded that the Condominium Property which the Association is required to insure cannot be restored to the condition (or a better condition) in which it existed prior to the Casualty or covered cause of loss under the Association’s applicable insurance policy through available insurance proceeds, plus a special assessment against each Unit Owner not to exceed 10% of the average fair market value of the Units prior to the Casualty or covered cause of loss, as determined by the Board. This calculation shall not include costs affiliated with those items the Unit Owner is obligated to repair or replace, at the Unit Owner’s expense. A governmental agency’s declaration or order that the Condominium Property may not be occupied for a defined period of time due to safety concerns shall not conclusively establish that Units are uninhabitable, provided that the Units can be made safe for occupancy pursuant to the standards set forth above. In the event of a dispute as to whether or not Units are “habitable,” a resolution enacted by the Board shall be binding on all parties, unless wholly arbitrary or contrary to law.

13.3 Responsibility. All reconstruction work after a Casualty or covered cause of loss under the Association’s applicable insurance policy for damaged items that the Association insures shall be undertaken by the Association, except that a Unit Owner may undertake reconstruction work on portions of the Unit with the prior written consent of the Board. However, such work, and the disbursement of insurance proceeds, may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, the contract that is used for that purpose, and reasonable verification of appropriate steps to ensure that the work is done and that the contractor is paid for the performance of said work. Unit Owners shall be responsible for reconstructing those items that the Unit Owners are required to insure. All required governmental permits and approvals must be obtained prior to commencing reconstruction. Assessments for the cost of the work shall be set forth in Article 13.5 below. If an Owner fails to repair and reconstruct those items that the Unit Owner is responsible for under this Declaration, the Association shall have, without waiver of other remedies, the right to proceed in accordance with Article 9, in which event the Unit Owner shall be charged for the costs of such activities (including attorneys’ fees incurred by the Association) by the Association which shall be secured by such rights as exist for collecting Common Expenses under these Condominium Documents i.e., a Lien for Charges.

13.4 Estimates of Costs. After a determination is made to rebuild or repair damage to property for which the Association or Unit Owner has the responsibility of reconstruction and repair, the Association or Unit Owner shall obtain promptly reliable and detailed estimates of the cost to rebuild or repair.

13.5 Assessments. The cost of reconstruction after Casualty for those portions of the Condominium Property required to be insured by the Association shall be considered a Common Expense of the Condominium, pursuant to Section 718.111(11)(j) of the Act. However, any cost of repair, reconstruction or replacement of portions of the Condominium Property that is not caused by a Casualty or covered cause of loss under the Association's applicable insurance policy, as determined by the Board of Directors, shall be repaired, and said costs allocated pursuant to the general maintenance, repair, and replacement provisions of this Declaration.

13.6 Damage Caused By Wear and Tear of the Condominium Property. Damage to the Condominium Property that is not caused by a Casualty, as defined in Article 1.9 or covered cause of loss under the Association's applicable insurance policy, shall be repaired or replaced in accordance with the provisions of Article 9 and shall not be subject to this Article 13.

13.7 Termination of Condominium if Not Reconstructed. If the Owners vote not to reconstruct the Condominium by vote described in Article 13.2.2 hereof, the Condominium shall be terminated in accordance with the procedures set forth in Article 19 hereof.

13.8 Additional Board Authority. In addition to Board authority granted by law and the Condominium Documents, the Board shall have the following power and authority in connection with emergency conditions:

13.8.1 To determine after a Casualty whether the Units can be safely occupied, which decision shall not be conclusive as to the determination of habitability in Article 13.2. Such decision shall be based upon the advice of emergency management officials or a licensed professional.

13.8.2 To declare any portion of the Condominium Property or Association Property unavailable for occupancy by Owners, Family members, Tenants, or Guests after a Casualty, including during the rebuilding process. Such decision by the Board shall be based upon the advice of emergency management officials or a licensed professional (such as an engineer) and can be made only if necessary to protect the health, safety, or welfare of the Association, Owners, Family members, Tenants, or Guests.

13.8.3 To mitigate damage and take action to prevent the spread of fungus (including but not limited to mold and mildew) by tearing out wet drywall and carpet (even if the Unit Owner is obligated to insure and/or replace those items) and to remove personal property from the Unit and dispose of damaged property or store such property onsite or at an offsite location, with Owners responsible for reimbursing the Association for items for which the Owner is responsible but which may be necessary to prevent further damage. The Association shall bear no liability for such actions, if taken in good faith.

Amended and Restated Declaration of Condominium
(Page 35 of 50)

13.8.4 To contract on behalf of Unit Owners, with said Owners responsible to reimburse the Association, for items for which the Owner is responsible but which may be necessary to prevent further damage. Without limitation, this includes debris removal, dry-out of Units and replacement of damaged air conditioners when necessary to provide climate control in the Units. The Unit Owner shall be responsible to reimburse the Association within ten (10) days of the Association's invoice. The Association's right to payment shall be secured by a Common Expense Lien as provided in the Act and actions to collect such sums shall entitle the Association to recover interest, late fees, attorneys' fees, and other costs and expenses of collection.

13.8.5 To implement a disaster plan prior to, during or after an impending disaster including, but not limited to, shutting down elevators, electricity, security systems, and air conditioners.

13.8.6 To adopt, by Board action, emergency assessments with such notice deemed practicable by the Board.

13.8.7 To adopt emergency Rules and Regulations governing the use and occupancy of the Units, Common Elements, Limited Common Elements, and Association property, with notice given only to those Directors with whom it is practicable to communicate.

13.8.8 To enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

13.8.9 To exercise all emergency powers set forth in the Act.

14. OWNERSHIP AND USE RESTRICTIONS. Ownership and use of Condominium Property shall be in accordance with the following use restrictions and reservations:

14.1 Occupancy of Units; Single Family Residence. A Condominium Unit shall be used only as a Single Family residence. As used in the Condominium Documents, "Single Family" means one natural person, a group of two or more natural persons who customarily reside together as a Single Family housekeeping Unit, each of whom is related to each of the others by blood, marriage (or domestic partnership) or adoption, or not more than two persons not so related, who customarily reside together as a single housekeeping Unit. No more than six (6) persons may reside in a Unit. No more than eight (8) persons (including Unit Owners, Tenants, Residents, their Families, Guests or any other Occupants) may sleep overnight in a Unit. For purposes of these Condominium Documents, reside means to sleep in the Unit for more than thirty (30) nights during a calendar year. No Unit may be divided or subdivided into a smaller Unit nor any portion sold or otherwise transferred. No person may reside in a Unit as a Unit Owner, Resident, or Family member or for any reason occupy the Unit on an overnight basis for more than thirty (30) days in a calendar year unless said person's occupancy has been specifically approved by the Association, through the Board of Directors. In considering such requests, the Board may consider factors set forth in Article 17 hereof, and may charge a reasonable fee for review of residency requests. Visitation by Guests is further governed by Article 15 of this Declaration. Occupancy by Tenants is further governed by Article 16 of this

Amended and Restated Declaration of Condominium
(Page 36 of 50)

Declaration. Units may not be used for commercial or business purposes. Unit Owners and Occupants may use Units for “home office” or “telecommuting” purposes, provided that such uses do not involve customers or clients coming onto the Condominium Property, the posting of any signage in the Condominium, the storage of equipment, products, or materials in the Condominium, nor more than two regular deliveries per day of correspondence or similar items from customary express delivery services.

14.2 Nuisance. No nuisance (as reasonably determined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to Residents or Occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its Residents or Occupants. No activity specifically permitted by this Declaration shall be deemed a nuisance.

14.3 Pets. Each Unit Owner or Occupant (regardless of the number of joint Owners or Occupants) may maintain not more than two (2) domestic pets. No pet shall be kept, bred or maintained for any commercial purpose, shall not become a nuisance or annoyance to neighbors and shall first be registered with the Association. No reptiles, “exotic pets” or wildlife shall be kept in or on the Condominium Property (including Units). Unit Owners must pick-up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be kept on a leash no more than six (6) feet in length at all times when outside the Unit and shall not be permitted on outdoor recreations areas (e.g., pool decks). No pets may be kept on lanais when the Owner is not in the Unit. Without limiting the generality of Article 21 hereof, a violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable Rules and Regulations) and/or to require any pet to be permanently removed from the Condominium Property. This Article shall not prohibit the keeping of fish or caged household-type bird(s) in a Unit, provided that a bird(s) is not kept on Limited Common Elements and does not become a nuisance or annoyance to neighbors.

14.4 Alterations. Without limiting the generality of Article 9 hereof, but subject to the proviso contained therein as to hurricane shutters, no Unit Owner shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant thereto or Common Elements, including, but not limited to, painting or other decorating of any nature (other than to the interior of the Unit), installing any electrical wiring, television antenna, machinery, or air-conditioning units or in any manner changing the appearance of any portion of the Building, without obtaining the prior written consent of the Association (in the manner provided in Article 9 hereof).

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

Amended and Restated Declaration of Condominium
(Page 37 of 50)

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

14.6 Hurricane Protection. No type of hurricane protection may be installed in or around the Units other than hurricane shutters meeting the specifications (including as to location) adopted by the Board of Directors as required by the Act.

14.7 Exterior Improvements; Landscaping. Without limited the generality of Article 9 or Article 14.4 hereof, but subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, lanais, or windows of the Buildings (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Association.

14.8 Vehicles and Trailers. Except as permitted below, no trucks (including pickup trucks), commercial vehicles, campers, mobile homes, recreational vehicles, motorcycles, boats, watercrafts, boat/watercraft trailers, or other trailers shall be kept on the Condominium Property. For purposes of the foregoing, "commercial vehicles" shall mean those not designed or used for customary personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether the same is a commercial vehicle. The foregoing shall not prohibit, however, (i) the parking of otherwise prohibited vehicles on the Condominium Property in the course of providing services to the Condominium Property, the Occupants thereof or the Association, (ii) unmarked pick-up trucks of no more than one-half (1/2) ton capacity parking in a carport, or (iii) vans with windows which contain seating for at least four (4) persons, provided that such vans and trucks shall not bear commercial-type lettering or graphics. All vehicles kept on the Condominium Property shall be operational and in good condition. In the event of doubt or dispute as to whether a vehicle is prohibited by this Article, the good-faith determination of the Board of Directors shall be binding and conclusive.

All persons are hereby advised to consult with the Association and the Community Association (which may have its own vehicle restrictions) prior to bringing any vehicle upon the Condominium Property.

14.9 Relief by Association. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Article 14 for good cause shown.

14.10 Changes in Permitted Uses. No amendments to this Article 14, any other provision of this Declaration governing the use of Units or the Common Elements or to any Rules and Regulations of the Association shall operate to prohibit the keeping of a pet, parking of a vehicle or leasing or occupancy of a Unit where the same was (i) permitted prior to the effectiveness of the amendment, (ii) being conducted in reliance on such permissibility and (iii)

Amended and Restated Declaration of Condominium
(Page 38 of 50)

is continuing with the same pet, vehicle, lessee or Occupant as existed prior to the effectiveness of the amendment. Likewise, no improvement made to or about any Unit (e.g., the installation of hurricane shutters) which was permitted at the time of its making shall be required to be removed by virtue of a change in the permissibility of such types of improvements.

14.11 Additional Restrictions. Additional use, transfer, and other restrictions are contained in the Rules and Regulations, which may be amended from time to time by the Board of Directors. Amendments to the Rules and Regulations may, but need not be recorded in the Public Records. Additional use, transfer and other restrictions are also contained elsewhere in the Condominium Documents.

15. GUEST OCCUPANCY. A “Guest” is defined as a person who enters upon the Condominium Property at the invitation of a Unit Owner or Tenant, (or their respective families) for the purpose of visiting the Unit Owner or Tenant (or their respective families), occupying the Condominium Unit for less than thirty (30) days during any calendar year, or utilizing the Condominium Property. Use or visitation without consideration (payment) distinguishes a Guest usage from a tenancy. Any person occupying a Unit for more than thirty (30) days in a calendar year regardless of whether any consideration is paid, shall not be considered a Guest, and may be considered a Resident or Tenant, as and if deemed appropriate by the Board. There are various types of Guest uses, which are regulated as follows:

15.1 Non-Overnight Visitation by Guests When Unit Owner or Tenant is in Residence. There is no restriction against day visits by Guests, provided that same does not create a nuisance or annoyance to other Condominium Residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict or prohibit Guest visitation by persons who have committed nuisances upon the Condominium Property or otherwise violated the Condominium Documents in the past, and persons who have been convicted of or pled no contest to a felony, including but not limited to registered sex offenders and persons who have been convicted of or pled no contest to narcotic offenses. Non-overnight Guests need not be registered with the Association, but may be subject to access control protocols or procedures used generally, if any. Non-overnight Guests shall be entitled to use the Association facilities only when accompanied by the Unit Owner or Tenant (or an adult, resident Member of the Unit Owner’s or Tenant’s Family), unless otherwise approved by the Board of Directors. The Board may establish additional restrictions on non-overnight Guest usage of Condominium facilities, including but not limited to the maximum numbers of Guests who may use common facilities.

15.2 Overnight Guests When Unit Owner or Tenant is in Residence. Unit Owners and Tenants (and their respective Families) may have related or unrelated overnight Guests, so long as the Unit Owner or Tenant is in simultaneous residence in that Unit. There is no requirement for registration of overnight Guests with the Association when the Unit Owner or Tenant is simultaneously occupying the Unit. The Association may restrict or prohibit Guest visitation by persons who have committed nuisances upon the Condominium Property or otherwise violated the Condominium Documents in the past, and persons who have been convicted of or pled no contest to a felony, including but not limited to registered sex offenders

and persons who have been convicted of or pled no contest to narcotic offenses. No more than eight (8) persons (including the Unit Owners, Tenants, Residents, their Families, Guests or any other Occupants) may sleep overnight in a Unit.

15.3 Non-Overnight Guests in the Absence of the Unit Owner or Tenant. Unit Owners and Tenants are not permitted to have non-overnight Guests when the Unit Owner or Tenant is absent from the Condominium. Unit Owners and Tenants may have Units inspected by caretakers, friends or relatives. However, such individuals shall not be permitted to use Condominium facilities, such as recreational facilities (including but not limited to the pool and parking areas).

15.4 Overnight Guests in the Absence of the Unit Owner or Tenant. Tenants are not permitted to have overnight Guests (related or non-related) in the absence of the Tenants' simultaneous residence. Unit Owners are permitted to have overnight Guests in the absence of the Unit Owner subject to the following conditions, and such other Rules and Regulations as may be deemed necessary by the Board to effectuate the residential, non-transient nature of this Condominium. The Association may restrict or prohibit Guest visitation by persons who have committed nuisances upon the Condominium Property or otherwise violated the Condominium Documents in the past, and persons who have been convicted of or pled no contest to a felony, including but not limited to registered sex offenders and persons who have been convicted of or pled no contest to narcotic offenses.

15.4.1 Non-Related Overnight Guests in the absence of the Unit Owner will be limited to two (2) occupancies per calendar year with a maximum stay of seven (7) days per occupancy. The limitation on Unit density in Article 15.2 applies. Ten (10) days prior notice to the Association is required.

15.4.2 Related Overnight Guests may occupy a Unit in the absence of the Unit Owner. For the purpose of this provision, "related" means at least one adult who is occupying the Unit on an overnight basis, in the absence of the Unit Owner, is related to the Unit Owner or Primary Occupant (by blood, marriage, domestic partnership or adoption) to the following degree: parent, grandparent, child, grandchild, or sibling. The limitation on Unit density in Article 15.2 applies. Ten (10) days prior notice to the Association is required.

15.5 Additional Board Authority. The Board may promulgate such rules, policies, and procedures as are necessary to implement this Article. The Board may, at a duly-noticed meeting, temporarily suspend or permanently ban a Guest from entering the Condominium Property if the Board finds that such person has engaged in a serious violation of the Condominium Documents or applicable law upon the Condominium Property, or has engaged in systematic violations of the Condominium Documents or applicable law upon the Condominium Property. Prior to the imposition of such suspension or ban, the Owner of a Unit shall be given at least fourteen (14) days' notice of an opportunity before a hearing before the Board of Directors to show cause why the suspension or ban should not be imposed. The decision of the Board shall be final and shall not be subject to any requirement for a hearing before any type of Committee.

Amended and Restated Declaration of Condominium
(Page 40 of 50)

In the event that Unit Owners are suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as guest occupancies, the Association may require proposed Guest Occupants to submit proof of familial relationship, an affidavit as to absence of payment for the right to occupy the premises, or other proof that the leasing provisions of Article 16 are not being violated.

16. LEASING. The lease of a Unit is defined as occupancy of the Unit by any person other than the Unit Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value). The term “leasing” and “renting” shall be used interchangeably for the purpose of this Declaration. The term “Tenant” and “Lessee” shall likewise be used interchangeably. All leases must be in writing. Should a Unit Owner lease his Unit, he shall, if so requested by the Association or as may be required by Rule of the Board, furnish the Association with a copy of the lease, the name of the Lessee, the names of all Residents and such other information as the Association may reasonably require. Any person occupying the Unit as a Resident after initial registration shall be subject to a separate registration process. No individual rooms may be rented and no transient tenants may be accommodated. “Rent-sharing” and subleasing are prohibited. All leases shall be for a minimum period of thirty (30) days.

16.1 Tenant Conduct; Remedies. All leases are deemed to provide that the Tenants have read and agreed to be bound by the Condominium Documents. Any violation of the Condominium Documents shall constitute a material breach of the lease and subject the Tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a Tenant, Resident, other Unit Occupant, Guest or Invitee fails to abide by the Condominium Documents, the Unit Owner(s) shall be responsible for the conduct of the Tenants, Residents, Occupants, Guests or Invitees and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Unit Owner shall have the duty to bring his Tenant’s conduct (and that of the other Unit Residents, Occupants, Guests or Invitees) into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct of the Tenant into compliance with the Condominium Documents in a manner deemed acceptable by the Association, or in other circumstances as may be determined by the Board, the Association shall have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the Tenants’ noncompliance with the Condominium Documents (or the noncompliance of other Residents, Occupants, Guests or Invitees), including without limitation the right to institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the Unit Owner. The Association shall have the right to recover any costs or fees, including attorneys’ fees, incurred in connection with such actions, from the Unit Owner which shall be secured by a continuing lien in the same manner as assessments for Common Expenses, to wit, secured by a Lien for Charges. Any uniform lease or lease addendum will provide, and all leases will be deemed to provide that the Association shall have the authority to direct that all rental income related to the Unit be paid to the Association until all past due and current obligations of the Association have been paid in full, including but

Amended and Restated Declaration of Condominium
(Page 41 of 50)

not limited to all past due Assessments, Charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection.

16.2 Liability. The liability of the Unit Owner under the Condominium Documents shall continue notwithstanding the fact that he may have leased or rented his interest in the Unit as provided herein.

17. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial Unit Owners who are financially responsible, and thus protect the value of the Units, the use and transfer of Units by any Owner shall be subject to the following provisions as long as the Condominium exists upon the land, which provisions each Unit Owner covenants to observe:

17.1 Forms of Ownership:

17.1.1 Ownership by Individuals. A Unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

17.1.2 Co-Ownership. Co-ownership of Units may be permitted. If the co-owners are other than spouses or Domestic Partners, the Owner(s) must within ten (10) days of taking title designate one natural person as "Primary Occupant." Two persons may, in the discretion of the Board and upon request, be each designated as "Primary Occupants" so long as such persons are spouses or Domestic Partners. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the Unit may be used as a short-term or transient accommodations for several entities, individuals or families as a timeshare, a shared Unit, fractional ownership, or used as Guest accommodations for employees, customers, or Guests of Units owned by business entities, religious, or charitable organizations, and the like. The use of the Unit by other persons shall be as if the Primary Occupant was the only actual Owner. The Primary Occupant shall be the person entitled to vote on behalf of the Unit, and exercise rights of membership. No more than four (4) changes in Primary Occupant will be approved in any calendar year, except in connection with title transfers. No time share estates may be created. "Unit Sharing" by multiple families and "Fractional Ownership" are prohibited.

17.1.3 Ownership by Corporations, Partnerships, Limited Liability Companies, Trusts, or Other Artificial Entities. A Unit may be owned in trust, or by a corporation, partnership, limited liability company, or other entity which is not a natural person. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the Unit may be used as a short-term or transient accommodations for several entities, individuals or families as a timeshare, a shared Unit, fractional ownership, or used as Guest accommodations for employees, customers, or Guests of Units owned by business entities, religious, or charitable organizations, and the like. Partnerships, trusts, corporations, limited liability companies, or other artificial entity Owners must designate a Primary Occupant in the same matter as set forth in Article 17.1.2. No more than four (4) changes in designation of Primary Occupant will be approved in any twelve (12) month period.

Amended and Restated Declaration of Condominium
(Page 42 of 50)

17.1.4 Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved as provided below. In that event, the life tenant shall be the only Member from such Unit, and occupancy of the Unit shall be as if the life tenant were the only Owner. The life tenant shall be liable for all Assessments and Charges against the Unit. Any vote, consent, or approval required by the Condominium Documents or law may be given by the life tenant alone, and the vote, 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 and other rights and obligations.

17.2 A copy of the deed or other instrument of conveyance must be provided to the Association within ten (10) days of the date such instrument was recorded.

18. METHOD OF AMENDMENT OF DECLARATION. Except as elsewhere provided otherwise, this Declaration may be amended in the following manner:

18.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

18.2 Proposed Amendment Format. Proposals to amend the existing Declaration of Condominium shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM. SEE ARTICLE NUMBER FOR PRESENT TEXT."

18.3 Notice. The subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

18.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of two-thirds (2/3^{rds}) of the Voting Interests in this Condominium present (in person or by proxy) and voting at a duly noticed meeting where at least one-third (1/3rd) of the Voting Interests in this Condominium are represented (in person or by proxy) at such meeting, or by the written agreement of two-thirds (2/3^{rds}) of the entire Voting Interests in this Condominium. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Condominium Documents, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

18.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Lee County Public Records according to law.

18.6 Automatic Amendment. Whenever the Act, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are

Amended and Restated Declaration of Condominium
(Page 43 of 50)

amended to impose procedural requirements less stringent than set forth in this Declaration, the Board may operate the Association pursuant to the less stringent requirements without the need to change this Declaration. The Board of Directors, without a vote of the Owners, may also adopt by majority vote, amendments to this Declaration as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

18.7 Proviso. No amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

19. TERMINATION.

19.1 The Condominium may be terminated under any one of the following alternatives:

19.1.1 Termination Because of Economic Waste or Impossibility. Notwithstanding anything to the contrary in this Declaration, the condominium form of ownership may be terminated by a plan of termination approved by the percentage of Voting Interests necessary to amend the Declaration when:

- the total estimated cost of repairs necessary to restore the improvements to their former condition or bring them into compliance with applicable laws or regulations exceeds the combined fair market value of all Units in the Condominium after completion of the repair; or
- it becomes impossible to operate or reconstruct the Condominium in its prior physical configuration because of land use laws or regulations.

It is the intent of this provision to incorporate Section 718.117(2) of the 2016 version of the Act.

19.1.2 Optional Termination. Except as provided in Article 19.1.1, the condominium form of ownership may be terminated pursuant to a plan of termination approved by at least eighty percent (80%) of the total Voting Interests of the Condominium if not more than ten percent (10%) of the total Voting Interests of the Condominium have rejected the plan of termination by negative vote or by providing written objections thereto. It is the intent of this provision to incorporate the provisions of Section 718.117(3) of the 2016 version of the Act.

19.1.3 Very Substantial Damage. If the Condominium suffers major damage as defined in Article 13, which shall mean that more than one-half the Units in the Condominium are rendered uninhabitable as determined in the sole discretion of the Board of Directors, the

Amended and Restated Declaration of Condominium
(Page 44 of 50)

Condominium may be terminated if seventy-five percent (75%) of the total Voting Interests in the Condominium vote to approve a plan of termination.

19.1.4 Mortgage Lienholders. Notwithstanding any provision to the contrary in this Declaration or the Act, approval of a plan of termination by the holder of a recorded mortgage lien affecting a Condominium Parcel is not required unless the plan of termination would result in less than the full satisfaction of the mortgage lien affecting the Condominium Parcel. If such approval is required and not given, a holder of a recorded mortgage lien who objects to a plan of termination may contest the plan as provided in Section 718.117(16) of the 2016 version of the Act.

19.2 Procedures for Termination and Sale. The termination of the Condominium via either of the methods set forth in 19.1.1 through 19.1.3 herein shall be as set forth in Section 718.117(4) – (20) of the 2016 version of the Act.

19.3 Amendment. This Article 19 may be amended in the same manner in which this Declaration may be amended generally, as set forth in Article 18.

20. CONDEMNATION.

20.1 Awards. 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 Unit Owners, the Unit Owners shall deposit the awards with the Association, and if any fail to do so, a special assessment shall be made against a defaulting Unit Owner in the amount of this award, or the amount of the award shall be set off against any sums payable to that Owner.

20.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be decided in the same manner as repair after Casualty as set forth in Article 13 hereof.

20.3 Distribution of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will 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, the size of the Condominium may be reduced. The Owners of condemned Units, if any, will share in awards and special assessments as provided below.

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

20.5 Units Reduced but Habitable. If the taking 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

Amended and Restated Declaration of Condominium
(Page 45 of 50)

that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

20.5.1 Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.

20.5.2 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 mortgagee(s).

20.5.3 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 Unit 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.

20.6 Units Not Habitable. If the taking of any entire Unit or so reduces the size of the Unit 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:

20.6.1 Payment of Award. The condemnation award 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).

20.6.2 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 all Unit Owners in the manner approved by the Board of Directors.

20.6.3 Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner and to recondition the remaining portion of the Unit, the amount required for those purposes shall be raised by special assessment against all of the Unit Owners who will continue as Owners of any Unit after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Expenses after the changes effected by the taking.

20.7 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 the manner approved by the Board of Directors. The balance of such awards, if any, may be returned to the Unit Owners or used by the Association as the Board may determine.

Amended and Restated Declaration of Condominium
(Page 46 of 50)

LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

20.8 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements that are necessitated by condemnation, shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Board.

21. COMPLIANCE AND DEFAULT.

21.1 Duty to Comply; Right to Sue. Each Unit Owner, his Family, Tenants, Guests, Invitees and all Unit Occupants 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, or for failure to comply may be brought by the Association or by a Unit Owner against:

21.1.1 The Association. The Association may, but shall not be required to, seek enforcement of the Condominium Documents. Without limiting the intended generality of the foregoing sentence, the Board shall have the discretion, without further liability to the Association, to decline to take action in cases as to which legal counsel has advised of a reasonable probability of failure on the merits, or in situations which involve disputes, complaints, or allegations of violation of the Condominium Documents involving the interest of the Owners of two different Units, including but not limited to noise complaints, nuisance allegations, and the like;

21.1.2 A Unit Owner; or

21.1.3 Anyone who occupies a Unit as a Unit Owner, Family member, Tenant, Occupant or Guest. Unit Owners shall be jointly and severally liable for violations of the Condominium Documents by their Family members, Tenants, Guests, Invitees and Unit Occupants.

21.2 Attorneys' Fees. In any legal proceeding arising out of an alleged failure of a Unit Owner, Family member, Tenant, Guest, Invitee, Occupant 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 and expenses of the proceeding and a reasonable attorneys' fee before trial, at trial and on appeal.

21.3 No Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owners under any terms, provisions, covenants, or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, or at law or in equity.

21.4 Waiver of Application of Condominium Documents. The Association shall have the right to waive the application of one or more of the covenants or restrictions of the Condominium Documents, or to permit a deviation from said covenants or restrictions, as to any

Amended and Restated Declaration of Condominium
(Page 47 of 50)

Unit where, in the discretion of the Board, hardship circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event the Association fails to enforce violation of said covenants or restrictions, such actions or inactions shall not be deemed to prohibit nor restrict the right of the Association, or any other person having the right to enforce said covenants or restrictions, from insisting upon strict compliance with respect to all other Units, nor shall any such actions be deemed a waiver of any of the covenants or restrictions contained in the Condominium Documents as same may be applied in the future.

21.5 Notice of Lien or Suit.

21.5.1 Notice of Lien. A Unit Owner shall give written notice to the Association of every lien upon his Unit, other than for permitted first mortgages, taxes and special assessments, within five (5) days after the Unit Owner receives actual notice of the attachment thereof.

21.5.2 Notice of Suit. A Unit Owner shall give written notice to the Association of every suit or other proceeding which may affect the title to his Unit, or impose liability on the Association, within five (5) days after the Unit Owner receives actual knowledge thereof.

21.5.3 Failure to Comply. Failure of an Owner to comply with this Article 21.5 will not affect the validity of any judicial suit; however, the failure may render the Owner liable to any party injured by such failure.

22. THE COMMUNITY ASSOCIATION. Lexington Community Association, Inc. (same being defined herein as the "Community Association") has been created to administer the Community Covenants and, generally, to operate, administer, regulate the use of, and maintain and repair the "Common Areas" of all types under the Community Covenants. In addition to the Unit Owners, owners of other residential units (and possibly other parties) will be members of the Community Association and, as such, shall have the right of access to and use of the Common Areas. The following provisions have been included herein, and shall be interpreted and enforced, in order to further the purposes of the Community Association and the Community Covenants:

22.1 Maintenance. The Community Association shall, per the Community Covenants, maintain the following portions of, or installations with, the Common Elements: grass and landscaping, pavement (including painting thereon), curbs and parking bumpers (if any), the common irrigation system, street lights and directional and identifying signage.

22.2 Assessments and Collections. Assessments levied by the Community Association shall be the responsibility of the Unit Owners individually and not Common Expenses hereunder. However, the Association may enter into an agreement with the Community Association whereunder the Association may collect the Assessments of the Community Association for Unit Owners, or vice versa.

Amended and Restated Declaration of Condominium
(Page 48 of 50)

22.3 Amendments. Notwithstanding anything contained in this Declaration or the Articles of Incorporation, Bylaws or Rules and Regulations of the Association to the contrary, no amendment to any of said documents shall be effective as against the Community Association if same alters, impairs or prohibits the rights of the Community Association or its Members unless the Community Association consents thereto.

22.4 Non-Discrimination. Neither the provisions of this Declaration nor those of the Articles of Incorporation, Bylaws or Rules and Regulations of the Association shall be interpreted or enforced in a manner which discriminates against the Community Association or its members (particularly, but without limitation, its members who are not Unit Owners) or Members of the Association entitled to use any portion of the Common Elements.

23. MISCELLANEOUS PROVISIONS.

23.1 Covenants Running with the Land. The covenants and restrictions as herein contained, or forming a part of the Condominium Documents, shall be deemed to run with the land and shall run perpetually unless terminated or amended as provided herein.

23.2 Savings Clause. If any provision of the Condominium Documents hereto, as the same now exist or as may be later amended or any portion thereof, shall be held invalid by any Court, or other governmental agency with proper authority to so hold, the validity of the remainder of said Condominium Documents shall remain in full force and effect.

23.3 Heirs, Successors and Assigns. These Condominium Documents shall be binding upon the heirs, nominees, successors, administrators, executors and assigns of all Unit Owners.

23.4 Notices. All notices shall be given as provided in the Bylaws.

23.5 Compliance with Fair Housing Laws. There shall be no limitation upon sale, lease, or occupancy of any Unit based upon race, creed, color, sex, religion, national origin, handicap, or familial status. The Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Condominium Documents, when necessary to afford handicapped individuals the opportunity to enjoy the Condominium premises, or to comply with other legal requirements.

23.6 Conflicts. In the event of a conflict between any provision of the Condominium Documents and the Condominium Act, the Condominium Act shall control, except in cases where the Act permits the Condominium Documents to regulate the subject, in which case the Condominium Documents will control. In the event of a conflict between this Declaration and the other Condominium Documents, same shall be governed as provided in the Bylaws.

23.7 Interpretation. The Board of Directors shall be responsible for interpreting the provisions of the Condominium Documents. The Board's interpretations shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Association's legal

Amended and Restated Declaration of Condominium
(Page 49 of 50)

counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the interpretation as valid.

23.8 Captions and Headings. The headings and captions used in the Condominium Documents are solely for convenience sake and shall not be considered a limitation of any nature in interpreting the Condominium Documents.

23.9 Waiver. The failure of the Association to enforce any right, provision, covenant, or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

23.10 Plurality; Gender. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

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Amended and Restated Declaration of Condominium
(Page 50 of 50)

LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

JANUARY 21, 1996
JOB NO. 1114

EXHIBIT 1

LEGAL DESCRIPTION
WATERFORD AT LEXINGTON, A CONDOMINIUM NO. 1
SECTION 9, TOWNSHIP 46 SOUTH, RANGE 24 EAST

OR2669 Pg 14 11

TWO PARCELS OF LAND SITUATED IN SECTION 9, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY FLORIDA, SAID PARCELS BEING PART OF THE LANDS PLATTED AS "LEXINGTON COUNTRY CLUB" IN LEE COUNTY FLORIDA, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS;

PARCEL 1: PART OF DESIGNATED TRACT 15 OF LEXINGTON COUNTRY CLUB, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE ORIGINAL LINE OF TRACT 15 (OF WHICH THIS IS A PART) AND TRACT 14 OF LEXINGTON COUNTRY CLUB, THENCE WITH SAID LINE;

NORTH 50d 20'17" EAST 143.47 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF BAYBERRY BEND (35' WIDE), THENCE;

RUN 225.03 FEET ALONG SAID RIGHT OF WAY AND A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1479.91 FEET, A DELTA ANGLE OF 08d42'45", AND A CHORD BEARING AND DISTANCE OF S 50d12'45"E 224.82 FEET TO A POINT, THENCE;

RUN 80.82 FEET ALONG SAID RIGHT OF WAY AND A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 50.0 FEET AND A DELTA ANGLE OF 92d36'30", TO A POINT ON THE WEST RIGHT OF WAY LINE OF MILLSTONE CIRCLE (35' WIDE RIGHT OF WAY), THENCE;

RUN 219.84 FEET ALONG SAID RIGHT OF WAY AND A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1124.50 FEET AND A DELTA ANGLE OF 11d12'05", TO A POINT, THENCE;

RUN 364.52 FEET ALONG SAID RIGHT OF WAY AND A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1124.50 FEET AND A DELTA ANGLE OF 18d34'22", TO A POINT, THENCE LEAVING ROAD RIGHT OF WAY AND RUNNING THRU TRACT 15;

NORTH 74d 25'03" WEST 220.81 FEET TO A POINT ON THE OUTSIDE LINE OF TRACT 15, THENCE;

NORTH 20d 25'37" WEST 217.51 FEET ALONG SAID TRACT LINE TO A POINT, THENCE;

NORTH 31d 27'52" EAST 313.90 FEET TO A POINT, THENCE;

NORTH 03d 03'54" EAST 93.71 FEET TO THE BEGINNING.

AND CONTAINING A COMPUTED AREA OF 3.792 ACRES OF LAND MORE OR LESS.

PARCEL 2: PART OF TRACT 16 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE ORIGINAL LINE OF TRACT 16 (OF WHICH THIS IS A PART) AND TRACT 17 OF LEXINGTON COUNTRY CLUB, THENCE WITH SAID LINE;

NORTH 29d 55'09" EAST 151.28 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF BAYBERRY BEND (35' WIDE), THENCE;

NORTH 54d 27'44" WEST 92.60 FEET TO A POINT, THENCE

RUN 68.75 FEET ALONG SAID RIGHT OF WAY AND A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 50.0 FEET AND A DELTA ANGLE OF 78d47'08", TO A POINT ON THE EAST RIGHT OF WAY LINE OF MILLSTONE CIRCLE (35' WIDE RIGHT OF WAY), THENCE;

SOUTH 46d 45'08" WEST 33.73 FEET TO A POINT, THENCE

RUN 213.00 FEET ALONG SAID RIGHT OF WAY AND A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1089.50 FEET AND A DELTA ANGLE OF 11d12'05", TO A POINT, THENCE;

RUN 352.32 FEET ALONG SAID RIGHT OF WAY AND A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1089.50 FEET AND A DELTA ANGLE OF 18d31'41", TO A POINT, THENCE LEAVING ROAD RIGHT OF WAY AND RUNNING THRU TRACT 16;

SOUTH 74d 25'03" EAST 222.06 FEET TO A POINT ON THE OUTSIDE LINE OF TRACT 16, THENCE;

NORTH 17d 16'37" EAST 59.33 FEET ALONG SAID TRACT LINE TO A POINT, THENCE;

NORTH 23d 32'30" EAST 78.39 FEET TO A POINT, THENCE;

NORTH 30d 13'16" EAST 124.31 FEET TO A POINT, THENCE;

NORTH 37d 09'47" EAST 86.17 FEET TO A POINT, THENCE;

NORTH 09d 26'05" EAST 38.18 FEET TO A POINT, THENCE;

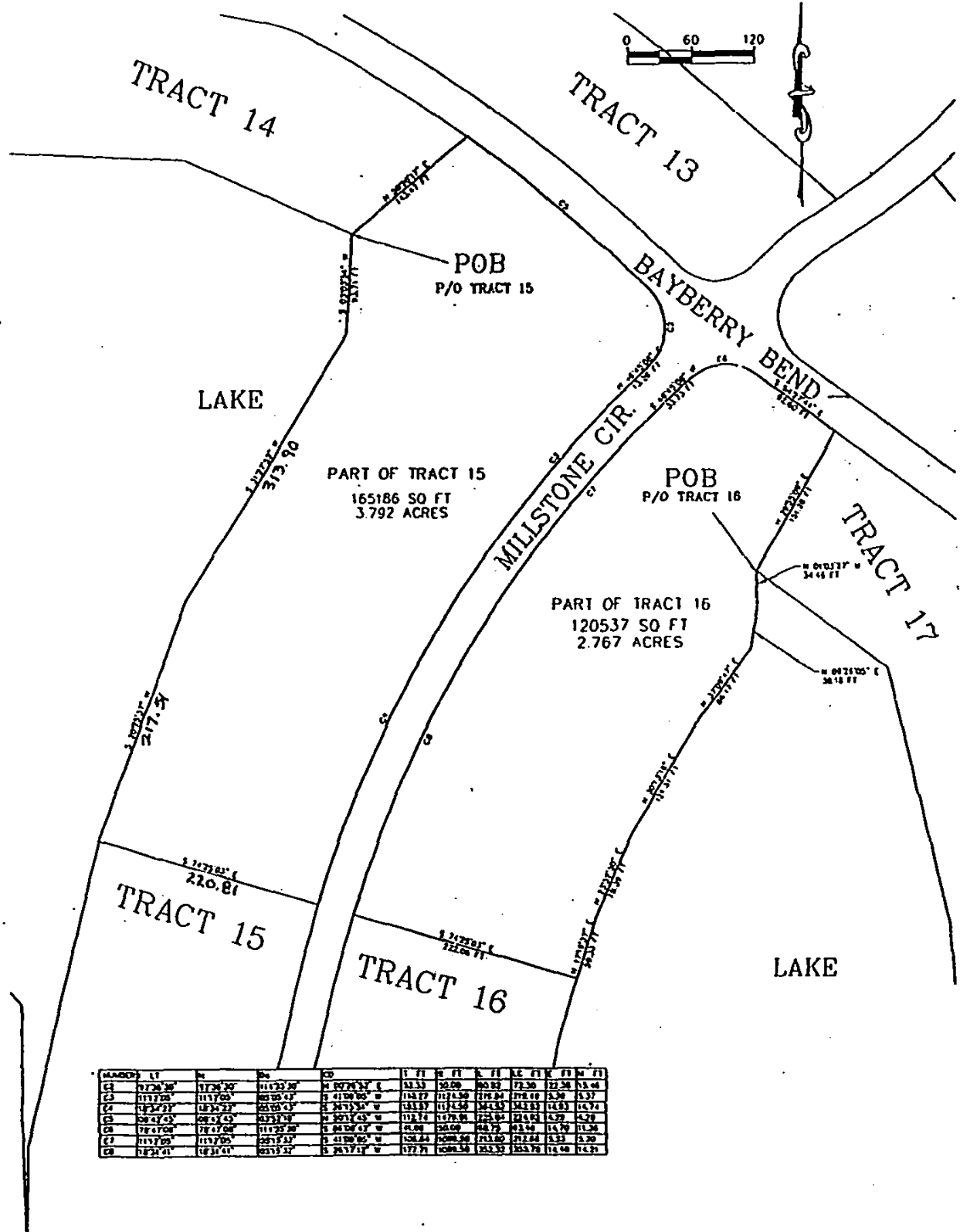
NORTH 01d 03'27" WEST 34.46 FEET THE BEGINNING.

AND CONTAINING A COMPUTED AREA OF 2.767 ACRES OF LAND MORE OR LESS.

(SEE ATTACHED "BOUNDARY SKETCH")

I hereby certify that this BOUNDARY DESCRIPTION was made under my supervision in accordance with the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17, F.A.C. pursuant to section 472.027 Florida Statutes.

(Not valid unless embossed with surveyors seal)
Roger H. Harrah 01-21-96
ROGER H. HARRAH STATE OF FLORIDA LS#5294
COMMUNITY ENGINEERING SERVICES, INC.
9200 BONITA BEACH ROAD, SUITE 209
BONITA SPRINGS, FLORIDA



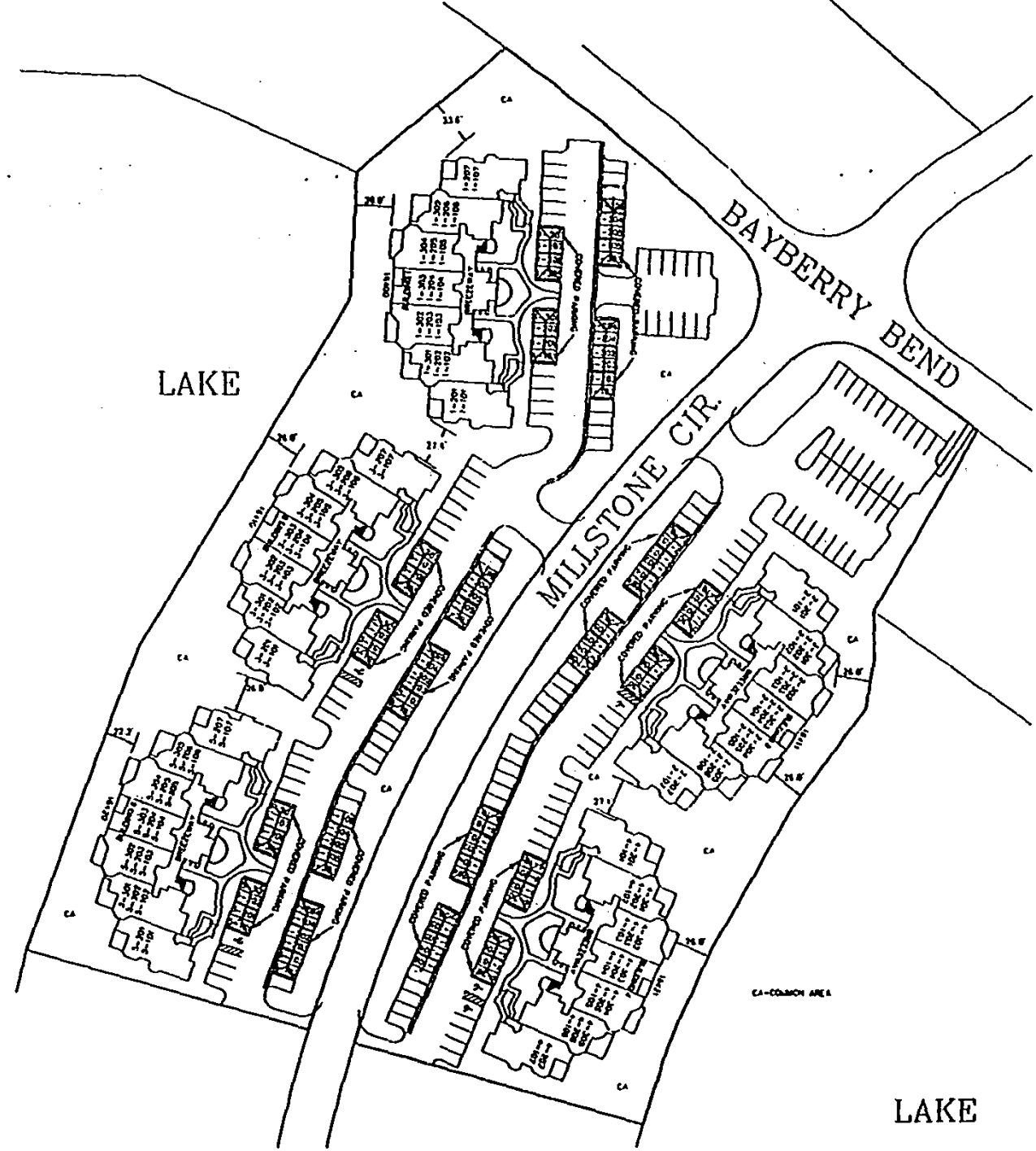
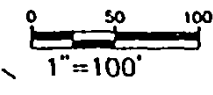
OR2669 Pg 4/13

STATION	LT	IN	TO	CD	1. FT	2. FT	3. FT	4. FT	5. FT	6. FT	7. FT	8. FT	9. FT	10. FT
C1	0726°30'	11726.30'	11120.30'	N 0726°30' E	33.33	20.00	80.82	72.30	12.36	13.44				
C2	111720°	111720°	00100.00'	S 0100°00' W	113.77	113.43	113.84	112.49	13.30	13.37				
C3	123227°	123227°	00100.00'	S 3017°30' W	133.87	113.43	134.83	133.83	14.53	14.74				
C4	084702°	084702°	01372.50'	N 3017°30' W	112.74	1078.98	122.03	124.93	14.70	14.70				
C5	784708°	784708°	11125.30'	S 8410°00' W	41.00	130.00	44.75	43.44	14.70	11.36				
C6	111720°	111720°	00100.00'	S 0100°00' W	102.84	1008.28	123.60	121.64	13.33	13.30				
C7	111720°	111720°	00100.00'	S 0100°00' W	112.77	1008.50	123.53	121.56	13.40	13.37				

CES COMMUNITY ENGINEERING SERVICES, INC.
 Civil Engineering • Planning • Project Management
 1200 Bonita Beach Road, Suite 209
 Bonita Springs, Florida 33823
 Telephone (813) 495-0009 Fax (813) 495-7934

BOUNDARY SKETCH OF DESCRIPTION
 TOP
 WATERFORD AT LEXINGTON A CONDOMINIUM NO.1
 PART OF TRACTS 15 & 16 OF LEXINGTON COUNTRY CLUB
 A PLAT IN SECTIONS 4, 9, 10 & 11 T14P 46S R2E 24E LEE COUNTY, FLORIDA
 SHEET 1 of 1

DR 2669 Pg 4 | 4



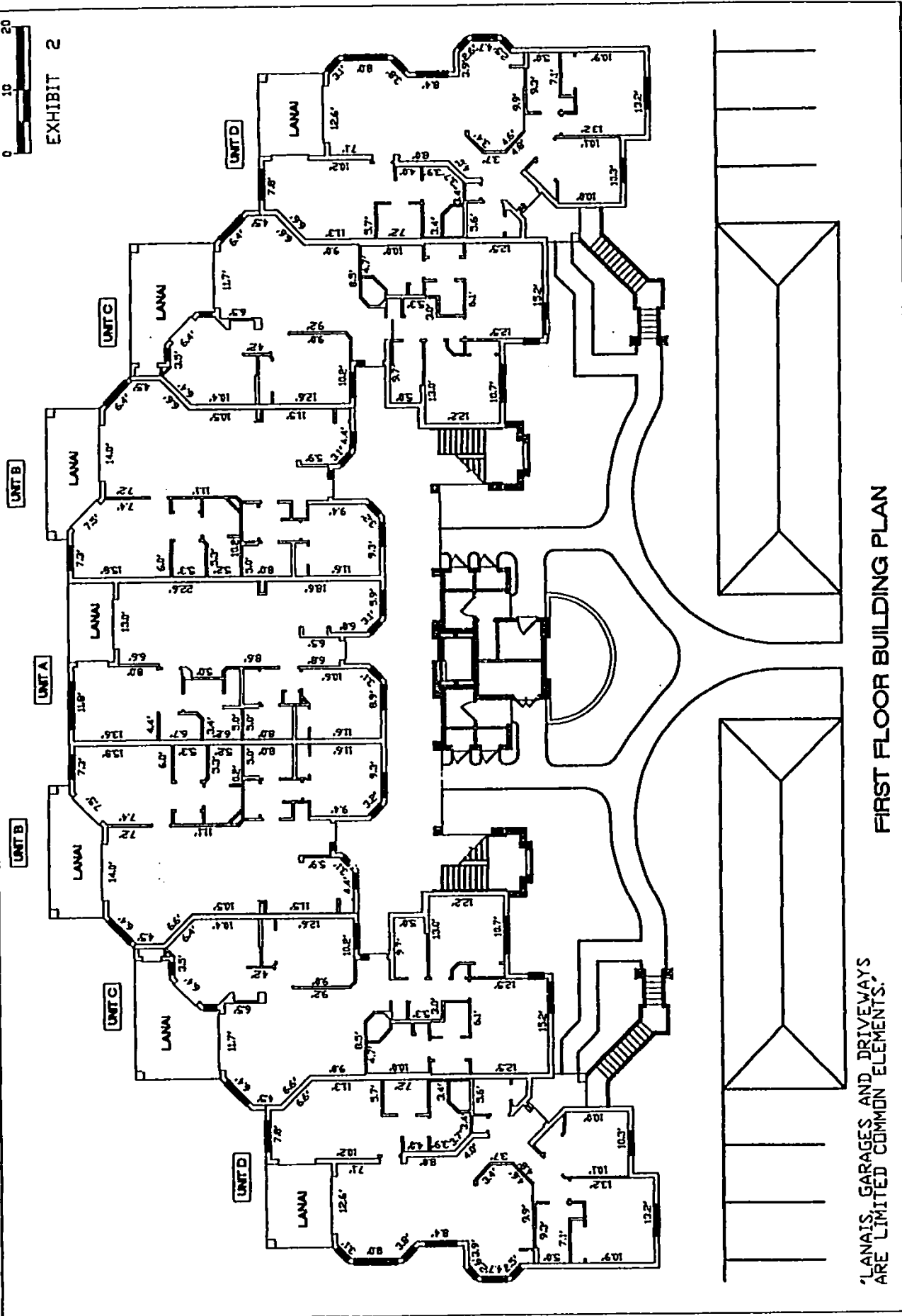
COMMUNITY ENGINEERING SERVICES, INC.
 Civil Engineering • Planning • Project Management
 9200 Boca Beach Road, Suite 209
 Bunkie Springs, Florida 33973
 Telephone (813) 495-0009 Fax (813) 495-7934

**WATERFORD AT LEXINGTON,
 A CONDOMINIUM No. 1**
 PROPOSED SITE PLAN
 P/O TRACTS 15 & 16

SHEET 1 of 1



EXHIBIT 2



LANAIS, GARAGES AND DRIVEWAYS ARE LIMITED COMMON ELEMENTS.

FIRST FLOOR BUILDING PLAN

COMMUNITY ENGINEERING SERVICES, INC.
Civil Engineering • Planning • Project Management
6700 Santa Susana Road, Suite 208
Santa Susana, Florida 32923
Telephone (813) 485-0008 Fax (813) 485-7034



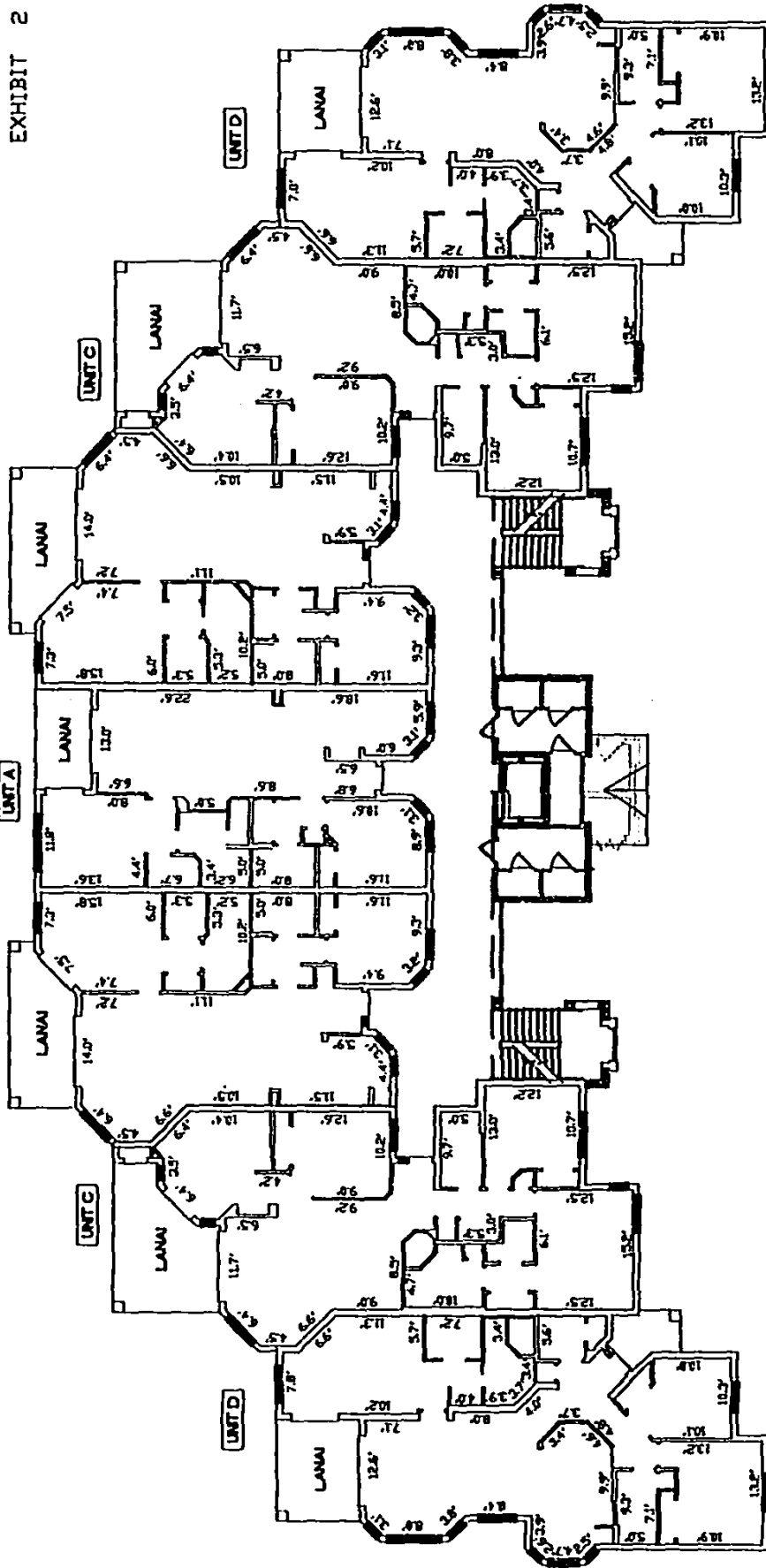
DATE: 12/04/95

WATERFORD AT LEXINGTON
A CONDOMINIUM No. 1

SHEET 1 of 3

517126699280

0 10 20
EXHIBIT 2



SECOND FLOOR BUILDING PLAN

*LANAIS, GARAGES AND DRIVEWAYS
ARE LIMITED COMMON ELEMENTS.*

WATERFORD AT LEXINGTON,
A CONDOMINIUM No. 1

CONSULTING ENGINEERING SERVICES, INC.
 Civil Engineering • Planning • Project Management
 9200 Benita Beach Road, Suite 200
 Benita Station, Florida 33423
 Telephone (813) 485-0008 • Fax (813) 485-7034

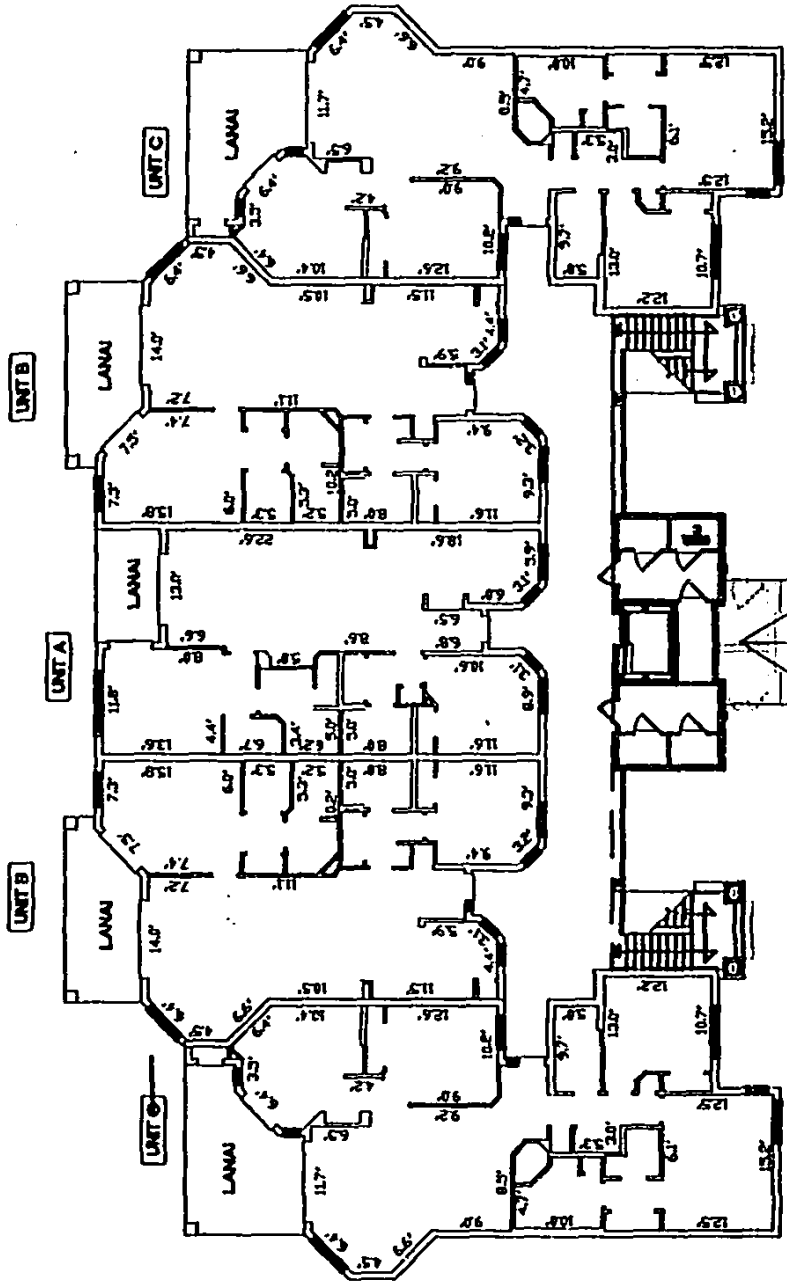


914194699730 SHEET 2 of 3

DATE: 12/04/95



EXHIBIT 2



LANAIS, GARAGES AND DRIVEWAYS ARE LIMITED COMMON ELEMENTS.

THIRD FLOOR BUILDING PLAN



CONCRETE CONSTRUCTION SERVICES, INC.
Civil Engineering • Planning • Project Management
2200 South Beach Road Suite 209
Beverly Hills, Florida 33422
Telephone (813) 463-0009 Fax (813) 463-7804

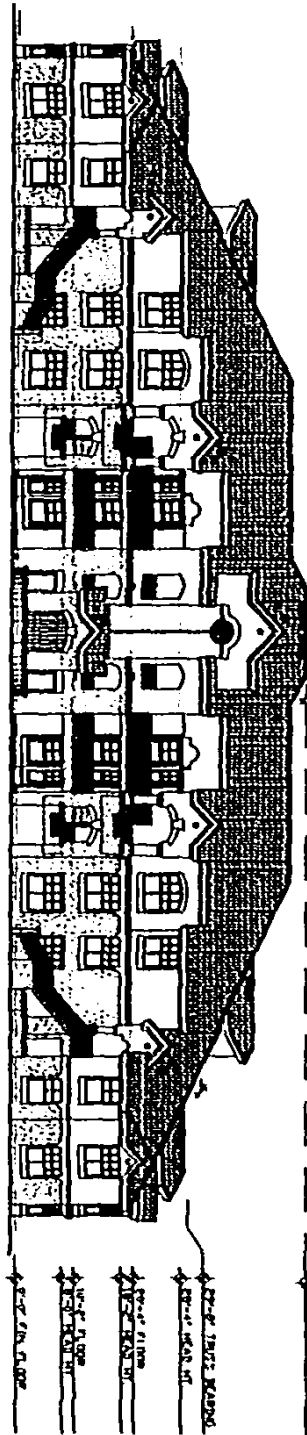
WATERFORD AT LEXINGTON
A CONDOMINIUM No. 1

DATE: 12/04/95

171916992R0 SHEET 3 of 3

OR 26669 Pg 4 | 8

BUILDING FRONT ELEVATION
THIS ELEVATION APPLIES TO
TO ALL WATERFORD BUILDINGS



COMMUNITY ENGINEERING SERVICES, INC.
 Civil Engineering • Planning • Project Management
 9200 Bonita Beach Road, Suite 209
 Bonita Springs, Florida 33923
 Telephone (813) 425-0008 Fax (813) 425-7934

**WATERFORD AT LEXINGTON,
 A CONDOMINIUM No. 1**

SHEET of

**SURVEY CERTIFICATE
SUBSTANTIAL COMPLETION OF A CONDOMINIUM**

OR 2669 Pg 1421

CERTIFICATE OF SURVEYOR made this 19 day of JANUARY, 1996.

This Certificate is made as to BUILDING 1 of WATERFORD AT LEXINGTON, A CONDOMINIUM NO. 1, a Condominium located at Lexington Country Club, Ft. Myers, Lee County, Florida, pursuant to Section 718.104 (4)(e), Florida Statutes.

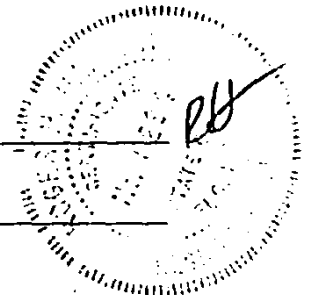
I hereby certify that the construction of the above referenced building and all its planned improvements, including but not limited to the landscaping, utility services, access to the units and limited common element facilities serving the building, have been substantially completed, so that the material attached to the Declaration of Condominium as exhibits, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit can be determined for these materials.

Prepared By:

Roger H. Harrah

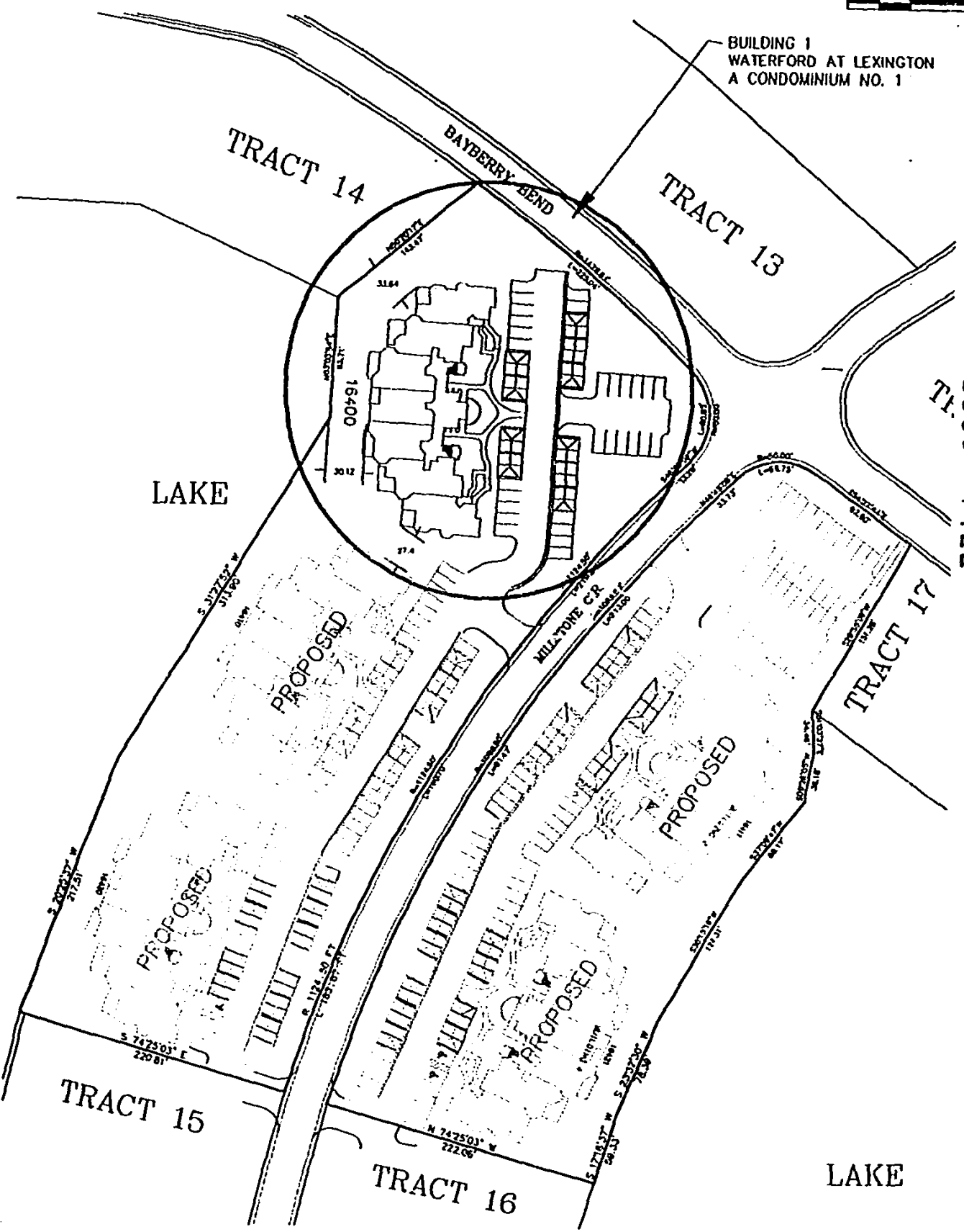
Roger H. Harrah, L.S. #5294

Date Signed: 01-21-96





BUILDING 1
WATERFORD AT LEXINGTON
A CONDOMINIUM NO. 1



DR2669 PG 1422



COMMUNITY ENGINEERING SERVICES, INC.
Civil Engineering • Planning • Project Management
9200 Bordo Beach Road Suite 209
Riviera Springs, Florida 33075
Telephone (813) 495-0008 Fax (813) 495-7934

**WATERFORD AT LEXINGTON,
A CONDOMINIUM No. ONE**
PART OF TRACTS 15 AND 16 OF LEXINGTON COUNTRY CLUB
AS RECORDED IN PLAT BOOK 56 PAGES 58 THRU 68
IN THE OFFICES OF LEE COUNTY FLORIDA

EXHIBIT ___
SHEET ___ of ___

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
WATERFORD AT LEXINGTON CONDOMINIUM ASSOCIATION, INC.**

These are the Amended and Restated Articles of Incorporation of Waterford at Lexington Condominium Association, Inc., originally filed with the Florida Department of State on the 18th day of January 1996, under Charter Number N96000000314. Amendments included have been added pursuant to Chapter 617, Florida Statutes (2016).

For historical reference, the names of the original incorporator, and his addresses at the time of incorporation, was Charles W. Edgar, III, Esquire, 3300 PGA Boulevard, Suite 500, Palm Beach Gardens, Florida 33410. The street address of the initial registered office was 17380 Winkler Road, Fort Myers, Florida 33908 and the name of the initial registered agent was Charles W. Edgar, III, Esquire. The name and address of the current registered agent/office is Leslie King, Lexington Country Club, 16257 Willowcrest Way, Fort Myers, Florida 33908. The Board of Directors may, from time to time, change the designation of the principal office, the mailing address of the corporation, the registered office and the registered agent, in the manner provided by law.

1. NAME. The name of the corporation is WATERFORD AT LEXINGTON CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the “Association,” the Declarations of Condominium as “Declarations,” these Articles of Incorporation as the “Articles,” and the Bylaws of the Association as the “Bylaws.”

2. PURPOSE. The purpose for which the Association is organized is to manage, operate and maintain three (3) Condominiums known as Waterford at Lexington Condominium No. 1, Waterford at Lexington Condominium No. 2, and Waterford at Lexington Condominium No. 3. Said Condominiums shall be operated on a not-for-profit basis for the mutual use, benefit, enjoyment and advantage of the individual residents of said Condominiums; to make such improvements, additions and alterations to said Condominiums as may be necessary or desirable from time to time as authorized by the respective Declarations of said Condominiums and the Bylaws of the Association; to purchase and own real or personal property; and to conduct and transact all business necessary and proper in the management, operation and maintenance of said Condominiums; all as agents of the Owners of the Condominium Parcels of the said Condominiums.

3. DEFINITIONS. The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declarations and the Act, unless herein provided to the contrary, or unless the context otherwise requires.

4. POWERS. The powers of the Association shall include the following:

Exhibit “B” to Amended and Restated Declaration of Condominium
(Amended and Restated Articles of Incorporation)

Page 1 of 6

4.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of the Declarations, these Articles or of the Act.

4.2 Enumeration. The Association shall have all the powers set forth in the Act except as limited by the Declarations, these Articles, and the Bylaws (all as amended from time to time), and all of the powers reasonably necessary to operate the Condominiums, including but not limited to the following:

4.2.1 To make and collect Assessments and other Charges against Members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

4.2.2 To buy, own, operate, lease, sell, and trade both real and personal property as may be necessary or convenient in the administration of the Association Property and the operation of the Condominiums.

4.2.3 To maintain, repair, replace, reconstruct, add to, and operate the Condominium Property, Association Property and any other property acquired or leased by the Association.

4.2.4 To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its Officers, Directors, Committee Members, and Members as Unit Owners.

4.2.5 To make and amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declarations.

4.2.6 To approve or disapprove the leasing, transfer, mortgaging, ownership, and possession of Units as may be provided by the Declarations.

4.2.7 To enforce by legal means the provisions of the Act, other applicable laws, the Declarations, these Articles, the Bylaws, the Rules and Regulations, and the policies of the Association.

4.2.8 To contract for the management of the Condominiums and the Association and any facilities used by the Unit Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those which require specific, non-delegable approval of the Board of Directors or the membership of the Association.

4.2.9 To employ personnel to perform the services required for proper operation of the Condominiums and the Association.

Exhibit "B" to Amended and Restated Declaration of Condominium
(Amended and Restated Articles of Incorporation)

Page 2 of 6

4.2.10 To make contracts and incur liabilities, borrow money at such rates of interest as the Board may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments, special assessments, income or rights.

4.3 Condominium Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Act, the Declarations, these Articles and the Bylaws.

4.4 Distribution of Income. The Association shall make no distribution of income to its Members, Directors or Officers. This provision shall not apply to the distribution of insurance proceeds as provided in the Declarations, nor the distribution of proceeds affiliated with termination or condemnation, as provided in the Declarations and the Act, nor reimbursement for expenses as may be authorized by the Board.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declarations, these Articles, the Bylaws and the Act.

5. MEMBERS. The Members of the Association shall consist of all of the record Owners of Units in the Condominiums, and after termination of the Condominium or Condominiums shall consist of those who were Members at the time of the termination and their successors and assigns. If transfer of a Unit has occurred without approval of the Association, and if in contravention of the provisions of the Declarations, the Association need not recognize a record Owner as the "Member," unless the Association chooses to ratify or waive its objection to the transfer of title.

5.1 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, pledged or transferred in any manner except as an appurtenance to the Unit for which that share is held.

5.2 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned. Those Members whose voting rights are suspended pursuant to the terms of the Condominium Documents and/or Florida law shall not be entitled to cast the vote assigned to the Unit for which the suspension was levied during the period of suspension and such Voting Interests shall be subtracted from the required number of votes when calculating any required vote or quorum for the period during which such suspension exists.

5.3 Meetings. The Bylaws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

6. TERM OF EXISTENCE. The Association shall have perpetual existence.

Exhibit "B" to Amended and Restated Declaration of Condominium
(Amended and Restated Articles of Incorporation)

Page 3 of 6

7. **OFFICERS.** The affairs of the Association shall be administered by the Officers designated in the Bylaws. The Officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties of the Officers.

8. **DIRECTORS.**

8.1 **Number and Qualification.** The property, business and affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than three (3) Directors.

8.2 **Duties and Powers.** All of the duties and powers of the Association existing under the Act, the Declarations, these Articles, the Bylaws and the Rules and Regulations (all as amended from time to time) shall be exercised exclusively by or under the direction of the Board of Directors, as provided in the Bylaws, subject only to approval by Members when such approval is specifically required.

8.3 **Election; Removal.** Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

9. **BYLAWS.** The Bylaws of this corporation may be altered, amended, or repealed in the manner provided in the Bylaws.

10. **AMENDMENTS.** These Articles may be amended in the following manner:

10.1 **Proposal of Amendments.** An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

10.2 **Proposed Amendment Format.** Proposals to amend existing Articles of Incorporation shall contain the full text of the Article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF ARTICLE. SEE ARTICLE NUMBER ___ FOR PRESENT TEXT."

10.3 **Notice.** Written notice setting forth the proposed amendment or a summary of the changes shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

10.4 **Adoption of Amendments.** A resolution for the adoption of a proposed amendment may be adopted by a vote of two-thirds ($2/3^{\text{rds}}$) of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a

Exhibit "B" to Amended and Restated Declaration of Condominium
(Amended and Restated Articles of Incorporation)

Page 4 of 6

quorum is present, or by the written agreement of two-thirds (2/3^{rds}) of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Condominium Documents, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

10.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Lee County Public Records according to law and filed with the Secretary of State according to law.

10.6 Automatic Amendment. These Articles shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declarations. Whenever the Act, Chapter 617, Florida Statutes or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Articles, the Board may operate the Association pursuant to the less stringent requirements without the need to change these Articles. The Board of Directors, without a vote of the Members, may also adopt by majority vote, amendments to these Articles of Incorporation as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

10.7 Proviso. No amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

11. INDEMNIFICATION.

11.1 Indemnity. The Association shall indemnify any Officer, Director, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, Officer, or Committee Member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he reasonably believed to be in or not opposed to the best

Exhibit "B" to Amended and Restated Declaration of Condominium
(Amended and Restated Articles of Incorporation)

Page 5 of 6

interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee Members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

11.2 Defense. To the extent that a Director, Officer, or Committee Member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 11.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

11.3 Advances. Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee Member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 11. However, if the Board, by majority vote, determines that the person seeking advancement did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, the Association shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.

11.4 Miscellaneous. The indemnification provided by this Article 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee Member and shall inure to the benefit of the heirs and personal representatives of such person.

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

ACTIVE: 9057875_3

Exhibit "B" to Amended and Restated Declaration of Condominium
(Amended and Restated Articles of Incorporation)

Page 6 of 6

**AMENDED AND RESTATED
BYLAWS
OF
WATERFORD AT LEXINGTON CONDOMINIUM ASSOCIATION, INC.**

1. IDENTITY. These are the Amended and Restated Bylaws (hereinafter “Bylaws”) of Waterford at Lexington Condominium Association, Inc., a Florida not-for-profit corporation formed for the purpose of administering Waterford at Lexington Condominium No. 1, Waterford at Lexington Condominium No. 2, and Waterford at Lexington Condominium No. 3 (hereinafter “the Condominiums”) which are located in Lee County, Florida, upon the lands described in the Declarations of Condominium. (The corporation may hereafter be referred to as the “Association.”)

1.1 Office. The office of the Association shall be at such location within Lee County, as may from time to time be determined by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be determined by the Board of Directors.

1.3 Seal. A corporate seal for the Association may be adopted and may be changed by the Board of Directors and shall bear the name or abbreviated name of the Association, the word “Florida,” the year of establishment, and shall identify the Association as a not-for-profit corporation. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.

1.4 Definitions. All terms used in these Bylaws, whether capitalized or not, shall have the same meaning to the extent applicable, and except where the context would otherwise suggest, as set forth in the Articles of Incorporation for the Association, the Declarations of Condominium and the Florida Condominium Act, Chapter 718, Florida Statutes (the “Act”), all as amended from time to time.

2. MEMBERS’ MEETINGS.

2.1 Annual Meetings. Annual Members’ meetings shall be held at such convenient location as may be determined by the Board of Directors. The annual meeting shall be held on the date and time determined by the Board for the purpose of transacting any business authorized to be transacted by the Members.

2.2 Special Meetings. Special Members’ meetings shall be held whenever called by the President or by the Board of Directors, and shall be called by the President or Secretary within a reasonable time of receipt of written notice from twenty-five percent (25%) of the Voting Interests of the Association (or 25% of the Voting Interests of the Condominium, where appropriate). Members’ meetings to recall a Member or Members of the Board of Directors may

Exhibit “C” to Amended and Restated Declaration of Condominium
(Amended and Restated Bylaws)
Page 1 of 23

be called by ten percent (10%) of the Voting Interests of the Association who shall give notice of the meeting, stating the purpose of the meeting, pursuant to Section 718.112(2)(j) of the Act.

2.3 Notice of Members' Meetings. Notice of all Members' meetings, stating the time, place, and purpose(s) of the meeting, shall be sent to each Member by U.S. regular mail, unless waived in writing, at least fourteen (14) days prior to the meeting as to annual meetings and ten (10) days as to special meetings. The Association shall only be obligated to mail or deliver notice to one location, no matter how many persons own a Unit, and no matter how many other residences such Owner may have. In the absence of written direction to the contrary, notices will be given to the address of the Unit. Hand delivery and electronic notice of membership meetings is permissible. Officers required to give notice may delegate the actual giving of notice to another person, such as an Assistant Officer or managing agent. Any Members' meeting or election at which one or more Directors are to be elected must be noticed as provided for in Article 2.4 next following. An Officer of the Association or other person providing notice shall execute an affidavit of mailing, which shall be retained in the official records of the Association as proof of such mailing. The notice of the annual meeting shall include an agenda for all known substantive matters to be discussed, or have such an agenda attached to it. A copy of the notice and agenda for the annual meeting shall be posted at a conspicuous location, designated by Board resolution, on the Condominium Property at least fourteen (14) days in advance of the meeting.

Notice of specific meetings may be waived before or after a meeting, and the attendance of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting, except when his (or his proxy holder's) attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

2.4 Board of Directors Election Meetings - Notice and Procedure. The regular election of Directors shall occur as the first item of business at the annual meeting.

2.4.1 Not less than sixty (60) days before a scheduled election, the Association shall provide to each Member entitled to vote, a first notice of the date of the election. Any person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before the scheduled election. Not less than fourteen (14) days before the election, the Association shall mail or deliver a second notice of the election to all Members entitled to vote therein, together with a written secret ballot containing the names of all properly pre-qualified candidates which shall include an information sheet (if provided by the candidate), no larger than 8½ inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of copying and mailing to be borne by the Association.

2.4.2 There is no quorum requirement necessary for an election. However, at least twenty percent (20%) of the Voting Interests of the Association must cast a ballot in order to have a valid election, and elections shall be decided by a plurality of those votes cast.

Exhibit "C" to Amended and Restated Declaration of Condominium
(Amended and Restated Bylaws)

Page 2 of 23

2.4.3 In the event that there are only as many (or fewer) candidates pre-qualified for election as there are open seats on the Board, no election shall be held and the pre-qualified candidates shall automatically become Members of the Board after the annual meeting.

2.4.4 The Board may establish additional election rules or procedures as it deems appropriate to ensure a fair election process. Substantial compliance with these Bylaws and the Act relative to election procedures is sufficient.

2.5 Quorum/Voting. A quorum at Members' meetings shall consist of persons entitled to cast a thirty three and one-third percent (33 1/3%) of the Voting Interests of the entire membership (or a 33 1/3% of the Voting Interests of the Condominium, as appropriate). Those Members whose voting rights are suspended pursuant to the terms of the Condominium Documents and/or Florida law shall be subtracted from the required number of votes in any calculation for purposes of determining whether a quorum is present during the period of suspension. Such Voting Interests shall likewise be subtracted from the required number of votes when calculating any required vote as set forth in the Condominium Documents or the Act. Decisions made by a majority of the Voting Interests present and voting, in person or by proxy, at a meeting at which a quorum is present, shall be binding and sufficient for all purposes except such decisions as may be by the Act or the Condominium Documents require a larger percentage, in which case the percentage required in the Act, or the Condominium Documents shall govern. To the extent lawful, Members may join in any action taken at a meeting of the Members through written approval of such action executed after the meeting, and such approval shall be as though the Member duly approved the action of the meeting in question.

2.5.1 Units Owned by Association. No Voting Interest or consent right allocated to a Unit owned by the Association shall be exercised or considered for any purpose, whether for a quorum, an election or otherwise, as provided in the Act. Whenever a Unit owned by the Association is ineligible to vote due to the provisions of the Act and these Bylaws, the Voting Interest attributable to that Unit shall be subtracted from the required number of votes when calculating any required vote for quorum for the period during which the Association owns the Unit.

2.6 Indivisible Vote. Each Unit shall have one indivisible vote. If a Unit is owned by multiple individuals, such as a husband and wife, any record Owner may vote on behalf of the Unit. If a Unit is owned by a corporation, any officer or Primary Occupant may vote on behalf of said corporation. If a Unit is owned by a partnership, any general partner or Primary Occupant may vote on behalf of the partnership. If a Unit is owned in trust, any grantor, trustee of a trust, or Primary Occupant shall be entitled to vote. If a Unit is owned by a limited liability company, any member, manager, officer, or Primary Occupant may vote on behalf of the limited liability company. Any person with bona fide apparent authority asserting the right to vote on behalf of a Unit owned by an artificial entity shall be presumed to be entitled to vote on behalf of said Unit, unless the Unit has filed voting instructions with the Association designating some other person entitled to vote or if the Association has reasonable cause to believe such person is not eligible to vote. If multiple Owners or non-individual Owners of a Unit cannot agree on how a vote is to be

Exhibit "C" to Amended and Restated Declaration of Condominium
(Amended and Restated Bylaws)

Page 3 of 23

cast, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not necessary. No individual may cast a vote assigned to a Unit where the voting rights assigned to the Unit are suspended pursuant to the terms of the Condominium Documents and/or Florida law.

2.7 Voting/Proxies. Votes may be cast in person or by proxy. Members and proxyholders may participate in Association meetings via telephone conference, or other means of remote participation, if permitted by the Association. Absent a resolution of the Board to the contrary, the President of the Association shall have the authority to determine whether Members or holders of proxies should be allowed to participate in any particular meeting of the Membership by telephonic conference, or other means of remote participation. In order for a proxyholder to participate telephonically or remotely in an Association meeting, a copy of the proxy must be provided to the Association prior to the start of the meeting. Only Members or the spouse of a Member may be delegated (including through use of a Power of Attorney) to hold proxies, provided that the Board may designate agents of the Association (including but not limited to Association legal counsel or the Association's manager) as an eligible proxyholder. Proxies shall be in writing, signed and dated, and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than ninety (90) days, and must be filed with the Association before or at the voter registration immediately preceding the meeting, or adjournment thereof. Except as specifically otherwise provided by law, Members may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Condominiums, Timeshares and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding reserves, for votes taken to waive financial statement requirements, for votes taken to amend the Declarations, for votes taken to amend the Articles of Incorporation or Bylaws, and for any other matter which the Act requires or permits a vote of the Members. No proxy, limited or general, shall be used in the election of Board Members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. A photographic, photostatic, facsimile, electronic or equivalent reproduction of a signed proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

2.8 Adjournment. If any meeting of Members cannot be convened because a quorum is not present, or if insufficient Voting Interests are represented to approve a proposed item of Association business, or in any case where a majority of the Voting Interests present (in person or by proxy) so agree, the Members who are present (either in person or by proxy) may adjourn the meeting from time to time until a quorum is present, or enough votes can be cast to decide a question, or the meeting can be reconvened consistent with the intention of the Members in their approval of the adjournment.

2.9 Order of Business. The agenda and order of business at annual Members' meetings and, as far as applicable at all other Members' meetings, shall be:

2.9.1 Call to order by the President;

2.9.2 At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a Member or a Director);

2.9.3 Appointment by the President (or chairman) of inspectors of election;

2.9.4 Election of Directors;

2.9.5 Calling of the roll, certifying of proxies and determination of a quorum; or, in lieu thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy;

2.9.6 Proof of notice of the meeting or waiver of notice;

2.9.7 Disposal of unapproved minutes, if any;

2.9.8 Reports of Officers, if any;

2.9.9 Reports of Committees, if any;

2.9.10 Disposal of voting items included by Board in meeting materials, if any;

2.9.11 Adjournment.

2.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice, and without a vote if a consent in writing setting forth the action so taken, shall be signed by the requisite number of Voting Interests to approve the action.

2.11 Class Quorums, Voting and Quorum. The Members in each of the three (3) Condominiums shall constitute a separate voting category and the membership of each category shall be entitled to vote upon matters having an effect solely upon its interests, as determined by the Declarations of Condominium. The Board of Directors shall, in all instances, determine which categories shall be entitled to vote upon matters, and the Board's determination shall be binding and final, provided, however, that the Board's determination must be made in good faith and have a reasonable basis. Whenever a vote is taken for a Class only, or where an action of the Board effects only a Class of Association Members, notice only may be given to the members of that Class. By way of example, but not limitation, if the Board intends to consider a special assessment against only against the Unit Owners in one (1) Condominium operated by the

Exhibit "C" to Amended and Restated Declaration of Condominium
(Amended and Restated Bylaws)

Page 5 of 23

Association, only the Unit Owners in that Condominium need receive notice of the Board meeting where the assessment will be considered. Likewise, by way of example, but not limitation, if a special meeting of the Unit Owners in a particular Condominium is to be called for any reason, only the Unit Owners in that Condominium would be considered Members of the Class for notice purposes.

3. BOARD OF DIRECTORS.

3.1 Number, Term, and Qualifications. The affairs of the Association shall be governed by a Board composed of five (5) Directors. All Directors shall be Members or the spouse of a Member. If provided in the Act as amended from time to time, co-owners of a Unit cannot simultaneously serve on the Board, except as permitted by the Act. No more than one natural person may represent any one Unit on the Board at any given time. When a Unit is owned by a corporation, a partnership, limited liability company or similar entity, the spouse of an eligible person shall be eligible for Board membership. Grantors, trustees and beneficiaries of trusts (provided that the beneficiaries reside in the Unit), and the spouses of such persons, shall be eligible for Board membership. If a grantor, trustee or beneficiary of a trust, or the spouse of such person, seeks candidacy (and is not identified on the deed to the Unit as the grantor, trustee or beneficiary of the trust), a copy of the trust document, affidavit of trust or abstract of trust prepared by a licensed attorney must be provided to the Association at least thirty-five (35) days prior to the date of the annual meeting. The trust document can be redacted to keep financial information confidential; however, the document must clearly indicate the grantor, trustee and the beneficiaries of the trust. A person who has been convicted of any felony in this State or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction that would be considered a felony if committed in this State, is not eligible to serve on the Board, unless such felon's rights have been restored for a period of at least five (5) years as of the date on which such person seeks election to the Board. A person who has been suspended or removed by the Division of Florida Condominiums, Timeshares, and Mobile Homes pursuant to the Act, or who is more than ninety (90) days delinquent in the payment of any monetary obligation is not eligible for Board membership. All Directors will be elected for a one (1) year term. Resignations of Directors are effective when received by the Association in writing, unless a later date is stated. In the event a resignation is to take effect at a later date, the resigning Director shall remain on the Board until the effective date of the resignation and may, during this time, vote on all matters before the Board including, but not limited to, any vote to appoint a replacement Director created by his resignation.

3.2 Board Vacancies. Except as provided in Article 3.1, vacancies on the Board of Directors shall be filled by appointment by a majority vote of the remaining Directors for the remainder of the unexpired term, as provided in Article 3.1, unless the Board votes to have the vacancy filled by a special election of the Members. When a Director has been recalled by the membership, the vacancy created by his removal cannot be filled with the same person as has been removed from the Board, and when a majority of the Board has been recalled, vacancies shall be filled by the membership, as provided by law.

Exhibit "C" to Amended and Restated Declaration of Condominium
(Amended and Restated Bylaws)
Page 6 of 23

3.3 Organizational Meeting. The organizational meeting of each newly-elected Board of Directors to elect Officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, the organizational meeting shall be held immediately following the annual meeting of the Members.

3.4 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings, unless fixed by Board resolution, shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile at least two days prior to the day named for such meeting.

3.5 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of any two (2) Directors. Not less than two days' notice of the meeting (except in an emergency) shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile, which notice shall state the time, place, and purpose of the meeting. Twenty percent (20%) of the Voting Interests may petition for the Board to take up an item of business at a regular or special meeting of the Board. Such meeting must be held within sixty (60) days of receipt of the petition. The Board is not required to take any particular action as a result of such petitions.

3.6 Waiver of Notice. Any Director may waive notice of a meeting before, at, or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting.

3.7 Notice to Owners of Board Meetings. Notice of meetings, which notice shall specifically include an agenda, shall be posted conspicuously, as provided in Article 2.3 of these Bylaws, at least forty-eight (48) continuous hours in advance of the meeting for the attention of Members, except in an emergency. If closed circuit television is available, the Board may use same for posting notices, as permitted by law. Meetings at which a regular monthly or quarterly Assessment or special assessment is to be considered shall specifically state: (1) that Assessments will be considered and the nature, estimated cost, and (2) description of the purpose for such Assessments. Further, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding Unit use will be considered, or where the Board will establish the deductible feature of the Association's insurance policies, shall be mailed or delivered (including electronic delivery as provided by law) to the Members and posted conspicuously, as provided in Article 2.3 of these Bylaws, not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by an affidavit executed by the person giving notice, where required by law, and shall be filed among the official records of the Association.

3.8 Owner Right to Speak at Board Meetings. Meetings of the Board of Directors, at which a majority of the Board Members are present, shall be open to all Members. Members may not designate third persons, through power of attorney or otherwise, to attend Board meetings unless agreed to otherwise by the Board. The Member's right to attend Board meetings

Exhibit "C" to Amended and Restated Declaration of Condominium
(Amended and Restated Bylaws)

Page 7 of 23

includes the right to speak with reference to all designated agenda items; provided, however, the Board may adopt reasonable rules governing the frequency, duration, and manner of Member statements. Unless otherwise provided by the Board, each Member is entitled to speak for three minutes with reference to each designated agenda item. Unit Owners may record meetings of the Board and meeting of the Members, but may not post such recordings on any website or other media which can be readily viewed by persons who are not Members of the Association. The Board may adopt reasonable rules governing the recording of meetings of the Board and the membership. Board meetings subject to the attorney-client privilege and Board meetings involving personnel matters shall not be open to Member attendance.

3.9 Board Meetings, Quorum, and Voting. The designation of the agenda for Board meetings shall be at the discretion of the President. However, the President shall be obligated to include any item on the agenda for a Board meeting, if requested reasonably in advance and in writing, by two Board Members, and where required due to petition from twenty percent (20%) of the Voting Interests. A quorum at Directors' Meetings shall consist of a majority of the number of required Directors. The acts approved by a majority of the Board of Directors present and voting at a meeting shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings (except that Directors may vote by secret ballot when electing Officers). A vote or abstention for each Member present shall be recorded in the minutes. A Director of the Association who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. If at any meeting of the Board there be less than a quorum present, or if a quorum exists and a majority of the Directors so approve, the Director(s) present may adjourn the meeting from time to time until a quorum is present, and no further notice need be given except for announcement at the meeting as to the date, time, and place of the adjournment. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum or counted as official votes for the Board's meeting. Directors may participate telephonically or remotely in Board meetings, as provided by law.

3.10 Presiding Officer. The presiding Officer at Directors' meetings shall be the President, and in his absence, the Vice President. In the absence of the presiding Officer, the Directors present shall designate one of their number to preside. The presiding Officer may permit legal counsel or a managing agent to chair portions or the entirety of a Board meeting.

3.11 Director Compensation. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred.

3.12 Community Association Voting Member. Inasmuch as the Condominium Association is a "Neighborhood Association" under, and as defined in, the Master Declaration, the Voting Member representing the Members of the Association in Community Association matters shall be elected by the Board of Directors; provided, however, in the absence of such an election, the President shall be the Voting Member and the Vice President the alternate Voting Member. The Community Association Director will be elected by the Association Members

Exhibit "C" to Amended and Restated Declaration of Condominium
(Amended and Restated Bylaws)

Page 8 of 23

according to the provisions of the Community Association Bylaws, Article 4.2, as amended from time to time.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. All of the powers of the Association existing under the laws of Florida generally, Florida Not For Profit Corporation Statute, the Condominium Act, and the Condominium Documents, all as amended from time to time, shall be exercised exclusively by or under the direction of the Board of Directors, or a duly authorized Board member, Officer, Committee member, agent, contractor, or employee, when said powers or duties have been delegated by the Board, subject only to the approval by Members when such is specifically required. In the event of a question or dispute whether a Board power has been properly delegated, the Board may ratify such action at a duly noticed meeting of the Board, and such ratification shall relate back to the act in question unless otherwise specified by the Board. The powers of the Directors shall include, but not be limited to, the power:

4.1 To Assess. The Directors shall adopt budgets and make and collect special and periodic Assessments against Owners to defray the costs of the Association.

4.2 To Expend Association Funds. The Directors shall use the proceeds of Assessments in the exercise of the Association's powers and duties.

4.3 To Maintain the Condominium Properties and Association Property. The Directors shall maintain, repair, replace, and operate the property within the Condominiums and Association Property.

4.4 To Adopt Regulations. The Directors shall enact and may amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declarations.

4.5 To Reconstruct After Casualty. The Directors may reconstruct the Units, Common Elements, Limited Common Elements, and Association Property improvements after casualty and may further improve the property, as specified in the Declarations.

4.6 To Approve Transfers. The Directors may approve or disapprove proposed transactions or transfers in the manner provided by the Declarations, and may charge a preset fee, not to exceed the maximum permissible by law, in connection with such right of approval. In connection with the lease of Units, the Board may require the posting of a security deposit to protect against damages to the Common Elements or Association Property, in the manner provided by law.

4.7 To Enforce. The Directors may enforce by legal means the provisions of applicable laws and the Condominium Documents, and may interpret the Condominium

Exhibit "C" to Amended and Restated Declaration of Condominium
(Amended and Restated Bylaws)
Page 9 of 23

Documents, as the final arbiter of their meaning, unless such interpretation is wholly arbitrary, or contrary to law.

4.8 To Contract. The Directors may contract for management, maintenance, and operation of the Condominiums and the Association.

4.9 To Insure. The Directors shall carry insurance for the protection of the Members and the Association, pursuant to requirements contained in the Declarations and the Act.

4.10 To Pay Utility Bills. The Directors shall pay the cost of all utility services rendered to the Condominiums and Association Property and not billed to Owners of individual Units.

4.11 To Hire and Discharge. The Directors may employ personnel and designate other agents to be paid a reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

4.12 To Sue and Be Sued. The Directors may bring and defend suits and other proceedings and may exercise business judgment as to whether the interests of the Association are best served with respect to settlement of a matter or whether a suit or other proceeding should be commenced.

4.13 To Deal in Real and Personal Property. The Directors may make and execute contracts, deeds, mortgages, notes and other evidence of indebtedness, leases, and other instruments by its Officers, and may purchase, own, lease, convey, and encumber real and personal property subject to the provisions of the Declarations. The Directors may grant or modify easements and licenses over the Condominium Property necessary or desirable for proper operation of the Condominium.

4.14 To Enter Into Contracts for Products and Services. All contracts for the purchase, lease, or renting of materials or equipment, or which are not to be fully performed within one year, and all contracts for services shall be in writing. As to any such contract which requires payment exceeding five percent (5%) of the gross budget including reserves (except for contracts with employees of the Association, attorneys, accountants, architects, engineers, landscape architects, and community association managers), the Association shall obtain competitive bids unless the products and services are needed as the result of an emergency, or unless the desired supplier is the only source of supply within the county serving the Association. The Association need not accept the lowest bid. If a contract was awarded under the competitive bid procedures of this Article, any renewal of that contract is not subject to such competitive bid requirements if the contract contained a provision that allowed the Board to cancel a contract on thirty (30) days' notice. Materials, equipment, or services provided to a Condominium under a local government franchise agreement by a franchise holder are not subject to the competitive bid requirements of this Article.

Exhibit "C" to Amended and Restated Declaration of Condominium
(Amended and Restated Bylaws)

Page 10 of 23

4.15 To Levy Fines and Suspend Rights. The Directors may, pursuant to the Act, impose fines not to exceed the maximum permissible by law, and/or suspend the right to use Common Elements, common facilities, or any other Association Property, as permitted by the Act, for failure of the Owner of the Unit or any Resident, Occupant, Tenant, Guest, Licensee, Invitee, or any Family members thereof to comply with the provisions of the Board policies and resolutions, the Condominium Documents, including the Rules and Regulations, and applicable laws.

4.15.1 A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law. A suspension shall be imposed and enforceable for a reasonable amount of time, as determined by the Board of Directors, and subject to the confirmation or rejection of the independent committee specified in Article 4.15.3 hereof.

4.15.2 The Unit Owner and, if applicable, the party against whom the fine and/or suspension is sought to be imposed (if different from the Unit Owner), shall be afforded an opportunity for hearing by being given notice of not less than twenty (20) days. Notice shall be effective when mailed by U.S. mail, certified, return receipt requested, to the address of the Member listed in the official records of the Association, and as to Tenants, to the mailing address for the Unit. Said notice shall include:

- (a) A statement of the date, time, and place of the hearing;
- (b) A statement of the provisions of the Declarations, Articles of Incorporation, Bylaws, Rules and Regulations, Board policies and resolutions, or laws which have allegedly been violated; and,
- (c) A short and plain statement of the matters asserted by the Association.

4.15.3 The Unit Owner and, if applicable, the party against whom the fine and/or suspension is sought to be imposed (if different from the Unit Owner), shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a Committee of Members appointed by the Board, which may not include Board Members nor persons residing in a Board Member's household. If the Committee does not confirm the fine and/or suspension, the fine and/or suspension may not be imposed. Should the Association be required to initiate legal proceedings to collect a duly imposed fine or enforce a duly imposed suspension, the prevailing party in an action to collect said fine shall be entitled to an award of costs and a reasonable attorneys' fee incurred before trial (including in connection with the preparation for and conduct of fining and/or suspension hearings), at trial, and on appeal. Members shall be jointly and

severally liable for the payment of fines imposed against and/or suspension imposed upon Residents, Occupants, Tenants, Guests, Licensees, Invitees, or any Family members thereof.

4.16 To Appoint Committees. The Directors may appoint Committees and delegate to such Committees those powers and duties of the Association as the Board deems advisable. All Committees and Committee Members shall serve at the pleasure of the Board. Committees of the Association, as defined in the Act, shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other Committees may meet and conduct their affairs in private without prior notice or Owner participation, unless otherwise directed by the Board of Directors.

4.17 To Ensure Fire Safety Compliance. The Directors may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the Condominium Units with the applicable Fire and Life Safety Code.

4.18 To Approve the Installation of Hurricane Shutters. The Directors shall adopt hurricane shutter specifications for the Condominiums which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code, or shall be structured to ensure that installed shutters are in compliance with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board, provided that the Board may condition approval upon the Member's agreement to execute appropriate documentation regarding same.

4.19 To Exercise Emergency Powers. In the event of any emergency, as defined in Article 4.19.10 below, the Board of Directors may exercise the emergency powers described in this Article, and any other emergency powers authorized by Section 617.0207, Florida Statutes, Section 617.0303, Florida Statutes, and the Act, all as amended from time to time.

4.19.1 The Board may name as Assistant Officers persons who are not Directors, which Assistant Officers shall have the same authority as the Executive Officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any Officer of the Association.

4.19.2 The Board may relocate the principal office or designate alternative principal offices or authorize the Officers to do so.

4.19.3 During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

4.19.4 The Board may change or postpone the annual meeting date to a date and time determined by the Board, even if such change will result in not holding an annual meeting

Exhibit "C" to Amended and Restated Declaration of Condominium
(Amended and Restated Bylaws)

Page 12 of 23

in a particular calendar year, as long as the annual meeting is held no more than eighteen (18) months after the prior annual meeting date.

4.19.5 Corporate action taken in good faith during an emergency under this Article to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

4.19.6 The Board may use reserve funds to meet Association needs, and may use reserve funds as collateral for Association loans. The Board may adopt emergency assessments with such notice deemed practicable by the Board.

4.19.7 The Board may adopt emergency Rules and Regulations governing the use and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, with notice given only to those Directors with whom it is practicable to communicate.

4.19.8 Any Officer, Director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

4.19.9 These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

4.19.10 For purposes of this Article only, an “emergency” exists only during a period of time that the Condominiums, or the immediate geographic area in which the Condominiums are located, is subjected to:

4.19.10.1 a state of emergency declared by local civil or law enforcement authorities;

4.19.10.2 a hurricane warning;

4.19.10.3 a partial or complete evacuation order;

4.19.10.4 federal or state “disaster area” status;

4.19.10.5 a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Condominiums, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism; or,

4.19.10.6 an unanticipated set of circumstances, which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Association, the Members, the Condominium Property, or Association Property.

Exhibit “C” to Amended and Restated Declaration of Condominium
(Amended and Restated Bylaws)

Page 13 of 23

4.20 To Enter Into Contracts and Borrow Money. The Directors may make contracts and incur liabilities, borrow money at such rates of interest as the Association may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments, special assessments, income or rights.

4.21 To exercise all powers and duties of a “Neighborhood Association” and “Neighborhood Committee” under the Master Declaration.

5. OFFICERS.

5.1 Executive Officers. The executive Officers of the Association shall be the President, one or more Vice Presidents, a Secretary and a Treasurer, all of whom shall be elected annually by and from the Board of Directors, and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors may also appoint such Assistant Officers as may be desired. Assistant Officers need not be Directors.

5.2 President — Powers and Duties. The President shall be the Chief Executive Officer of the Association, shall preside at all meetings of the Board of Directors and Association meetings. The President shall have general supervision over the affairs of the Association and shall have all of the powers and duties which are usually vested in the office of President of a corporation.

5.3 Vice-President — Powers and Duties. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4 Secretary — Powers and Duties. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep and have custody of the records of the Association, except those of the Treasurer. He shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

5.5 Treasurer — Powers and Duties. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the Assessment rolls and accounts of the Members. He shall keep the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of the Treasurer of a corporation.

Exhibit “C” to Amended and Restated Declaration of Condominium
(Amended and Restated Bylaws)

Page 14 of 23

5.6 Officers' Compensation. Officers shall not be entitled to compensation for service as such, but shall be entitled to reimbursement of expenses reasonably incurred. This provision shall not preclude the Board of Directors from employing an Officer or Director as an agent or employee of the Association.

6. INDEMNIFICATION.

6.1 Indemnity. The Association shall indemnify any Officer, Director, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, Officer, or Committee Member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee Members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

6.2 Defense. To the extent that a Director, Officer, or Committee Member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Article 6.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

6.3 Advances. Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee Member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 6. However, if the Board, by majority vote, determines that the person seeking advancement did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, the Association

Exhibit "C" to Amended and Restated Declaration of Condominium
(Amended and Restated Bylaws)

Page 15 of 23

shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.

6.4 Miscellaneous. The indemnification provided by this Article 6 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee Member and shall inure to the benefit of the heirs and personal representatives of such person.

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

7. MINUTES AND INSPECTION OF RECORDS. Minutes of all meetings of Members and of the Board of Directors shall be kept in a business-like manner. These, plus records of all receipts and expenditures and all other official records, as defined in the Act, shall be available for inspection by Members and Board Members at all reasonable times. Provided, however, that the Directors may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and any copying.

8. FISCAL MANAGEMENT.

8.1 Budget. The budget shall be adopted by the Board. A proposed annual budget of Common Expenses and anticipated revenues shall be prepared by the Board which shall include all anticipated income/revenue and expenses for operation, maintenance, and administration of the Condominiums. The proposed budget may also include expenses of security, in-house communications, Directors and Officers insurance, transportation services, bulk cable or master antenna television, and interior pest control, all of which are declared to be Common Expenses under these Bylaws. The proposed budget shall include reserves, pursuant to the Act, the funding of which may be waived or reduced by a vote of a majority of the Voting Interests present (in person or by proxy) and voting at a duly noticed meeting of the Association, or by written agreement of a majority of the entire Voting Interests. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the Voting Interests present (in person or by proxy) and voting at a duly called meeting of the Association, or by the written approval of a majority of the entire Voting Interests. The budget may contain a reasonable allowance for contingencies and provide funds for all operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that notice of the Board meeting

Exhibit "C" to Amended and Restated Declaration of Condominium
(Amended and Restated Bylaws)

Page 16 of 23

at which the revised budget will be considered, along with a copy of the proposed revisions to the budget, shall be mailed or delivered to each Member as provided in Article 8.2 hereof.

8.1.1 Separate Budgets. A separate budget for each Condominium and for the Association shall be made, adopted and provided as required herein. Each budget shall disclose:

8.1.1.1 Estimated expenses specific to a Condominium such as the maintenance, deferred maintenance or replacement of the Common Elements of the Condominium, which shall be provided for in the budget of the specific Condominium;

8.1.1.2 Estimated expenses not specific to a Condominium such as the maintenance, deferred maintenance or replacement of the portions of the Common Elements of a Condominium serving all Members of the Association, Association Property or other property serving more than one Condominium which shall be provided for in the Association budget; and

8.1.1.3 Each Condominium's share of the estimated expenses of the Association, which shall be shown on the individual Condominium budgets.

8.1.2 Budget Meetings and Votes. Whenever a meeting or vote of Members with respect to a budget (or reserves shown therein) is required to be permitted above:

8.1.2.1 The meeting and vote with respect to the Association's budget shall be of all Members; and

8.1.2.2 The meeting and vote with respect to a budget for a particular Condominium shall be of only Owners of Units in that Condominium.

8.1.3 Shares of Association Budget. Members in each Condominium shall pay Assessments for expenses shown in the Association's budget calculated by multiplying (i) the Unit's percentage share of Common Expenses by (ii) the amount of Association expenses allocated to the Condominium. Association expenses shall be allocated to each Condominium based upon the following formula:

$$\begin{array}{r} \text{Association} \\ \text{Expenses} \end{array} \quad \times \quad \frac{\text{Units in the Condominium}}{\text{Units in all Condominiums}}$$

8.1.4 Substitute Budget. If an adopted budget requires Assessments against the Units in any fiscal year which exceed one hundred fifteen percent (115%) of the Assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Members to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of all Voting Interests. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall deliver to each Member or mail to each Member at the address last furnished to the Association, a notice of the meeting. An Officer or manager of the Association, or other person providing notice of

Exhibit "C" to Amended and Restated Declaration of Condominium
(Amended and Restated Bylaws)

Page 17 of 23

such meeting shall execute an affidavit evidencing compliance with this notice requirement. Such affidavit shall be filed among the official records of the Association. At the special meeting, Members shall consider and enact a substitute budget. The adoption of the substitute budget requires a vote of not less than a majority vote of all the Voting Interests. If a meeting of the Members has been called and a quorum is not attained or a substitute budget is not adopted by the Members, the budget adopted by the Board of Directors goes into effect as scheduled. In determining whether Assessments exceed one hundred fifteen percent (115%) of similar Assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property must be excluded from the computation.

If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a new budget is adopted and Assessments are calculated, at which time any overage or shortage shall be added to or subtracted from each Unit's next installment due.

8.2 Mailing and Posting. A copy of the proposed annual budget shall be mailed or delivered to the Members not less than fourteen (14) days prior to the meeting of the Board at which the budget will be adopted, together with a notice of the meeting. Electronic notice transmitted to the address furnished by the Unit Owner for such purpose is acceptable where permissible by law. The notice shall also be posted in a conspicuous location on the Condominium Property as provided by law. The Board may include notice of its meeting to set the insurance deductible with notice of the budget meeting.

8.3 Assessments. The annual shares of the Units of the Common Expenses shall be made payable in installments due monthly or quarterly (as determined by the Board) in advance and shall become due on the first day of each such period and shall become delinquent ten (10) days thereafter. No invoice need be sent by the Association, although the Association may do so. The Association shall have the right to accelerate Assessments of an Owner delinquent in the payment of Common Expenses. Accelerated Assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

8.4 Special Assessments. Special assessments for Common Expenses which are not funded through the budget may be made by the Board of Directors, and the time of payment shall likewise be determined by them. Notice of the Board meeting at which such Assessments shall be considered shall be mailed or delivered to each Member and posted as provided in Article 3.7 hereof, except in the event of an emergency. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Members or applied as a credit towards future Assessments.

Exhibit "C" to Amended and Restated Declaration of Condominium
(Amended and Restated Bylaws)

Page 18 of 23

8.5 Assessment Roll. The Assessments for Common Expenses and Charges shall be set forth upon a roll of the Units which shall be available for inspection at all reasonable times by Members. Such roll shall indicate for each Unit the name and address of the Owner, and the Assessments and Charges paid and unpaid. A certificate made by a duly authorized representative of the Association or by the Board of Directors as to the status of a Unit's account may be relied upon for all purposes by any person for whom made.

8.6 Liability for Assessments and Charges. A Member shall be liable for all Assessments and Charges coming due while the Owner of a Unit, and such Member and Member's grantees or successors, after a conveyance or other transfer of title, shall be jointly and severally liable for all unpaid Assessments and Charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any Common Elements or Association Property or by abandonment of the Unit for which the Assessments or Charges are due. Where a mortgagee holding a first mortgage of record obtains title to a Unit by foreclosure, such mortgagee shall be liable for such Unit's unpaid Assessments, Charges, or share of the Common Expenses which became due prior to acquisition of such mortgagee's title as provided in the Act. Such mortgagee or its successors and assigns are liable for all Assessments and Charges accruing after their taking of title.

8.7 Liens for Assessments. The unpaid portion of an Assessment, including an accelerated Assessment which is due, together with all costs, collection expenses, interest, late fees, and reasonable attorneys' fees for collection, including appeals, shall be secured by a continuing lien upon the Unit.

8.8 Lien for Charges. Unpaid Charges due to the Association together with costs, interest, late fees, expenses and reasonable attorneys' fees shall be secured by a common law and contractual lien upon the Unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

8.9 Collection — Interest; Administrative Late Fee; Application of Payments. Assessments or Charges paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten (10) days after the due date shall bear interest at the highest rate permitted by law from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of each installment of the Assessment for which payment is received more than ten (10) days after the date due, or the maximum late fee permissible by law. The Association may also accelerate all Assessments or Charges which are accrued, but not yet due, in the manner provided by law. All payments upon account shall be first applied to interest, then the late fee, then to any costs and collection expenses and reasonable attorneys' fees incurred, and then to the Assessment payment first due.

Except as otherwise provided in the Act, no lien may be filed by the Association against a Condominium Unit until thirty (30) days after the date on which a notice of intent to file a lien has been delivered to the Owner, pursuant to the Act.

Exhibit "C" to Amended and Restated Declaration of Condominium
(Amended and Restated Bylaws)

Page 19 of 23

8.10 Collection — Suit. The Association, at its option, may enforce collection of delinquent Assessments or Charges by suit at law, by foreclosure of the lien securing the Assessments or Charges, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration or which have thereafter become due, plus interest thereon, and all costs and expenses incident to the collection and the proceedings, including reasonable attorneys' fees, incurred before trial, at trial, and on appeal. The Association may attach rental income for delinquent Units and may withhold approval for the sale, lease, or other transfer of a Unit, or any interest therein, until all past due Assessments, interest, late fees, costs, and attorneys' fees have been paid in full. The Association must deliver or mail by certified mail to the Member written notices of its intention to file a lien and to foreclose the lien, as provided by law.

8.11 Association Depository. The depository of the Association, in which the funds of the Association shall be deposited, shall be financial institutions authorized to do business in Florida which carry FDIC insurance or equivalent insurance, provided that such insurance is backed by the full faith and credit of the United States of America. All deposits shall be within the limits of such insurance. Principal of Association funds, whether reserves or operating funds, may not be placed at risk for investment purposes. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Directors or by electronic transfer protocols approved by the Board of Directors.

8.12 Commingling of Funds. All funds of the Association shall be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes, as amended from time to time, no agent, employee, Officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in Section 468.431, Florida Statutes, as amended from time to time, or with those of any other entity. Reserve funds and operating funds of the Association may be commingled for investment purposes, as provided by law.

8.13 Financial Reports. A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with Rule 61B-22, Florida Administrative Code, as amended from time to time, and with the Act.

8.14 Fidelity Bonding. The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in the Act, for each person (whether or not a Director) who controls or disburses Association funds, and the President, Secretary and Treasurer. The Association shall bear the cost of bonding of Directors and Officers. In the case of a community association manager or management firm, the cost of bonding may be allocated as the parties may agree. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the

Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.

9. PARLIAMENTARY RULES. Robert's Rules of Order (latest edition) shall be used as a general, non-binding guide in the conduct of Members' meetings, Board meetings, and Committee meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted in accordance with these Bylaws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings, unless he or the Board of Directors designates a third person as Parliamentarian, shall be binding on all matters of procedure, unless contrary to law. The failure or alleged failure to adhere to Robert's Rules of Order shall not be used as a basis to legally challenge any action of the Association.

10. BYLAW AMENDMENTS. Amendments to the Bylaws shall be adopted in the following manner:

10.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

10.2 Proposed Amendment Format. Proposals to amend existing Bylaws shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BYLAWS. SEE BYLAW NUMBER ___ FOR PRESENT TEXT."

10.3 Notice. The subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

10.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of two-thirds ($2/3^{\text{rds}}$) of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of two-thirds ($2/3^{\text{rds}}$) of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Condominium Documents, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

10.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Lee County Public Records according to law.

10.6 Automatic Amendment. These Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declarations or the Articles of Incorporation. Whenever the Act, Chapter 617, Florida Statutes, or other applicable statutes or

Exhibit "C" to Amended and Restated Declaration of Condominium
(Amended and Restated Bylaws)

Page 21 of 23

administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board may operate the Association pursuant to the less stringent requirements without the need to change these Bylaws. The Board of Directors, without a vote of the Owners, may also adopt by majority vote, amendments to these Bylaws as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

10.7 Proviso. No amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Members approve the amendment.

11. DISPUTE RESOLUTION.

11.1 Mandatory Arbitration. If unresolved, disputes between the Board and Members, as defined in the Act, must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation, so long as the Act requires such arbitration.

11.2 Member Inquiries. When a Member files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Member within thirty (30) days of receipt of said inquiry. The Board's response shall either give a substantive response to the inquirer, or notify the inquirer that legal advice has been requested, or notify the inquirer that advice has been requested from the Association's counsel or the Division. If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer, as provided herein, precludes the Association from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted by the Board of Directors, the Board shall only be obligated to respond to one inquiry per month pertinent to any particular Unit. In the event of a grievance of a Member against the Association, the Board of Directors, or a Member thereof, written notice in detail of the grievance shall be given the Directors prior to the institution of litigation, (including but not limited to arbitration), and they shall be allowed a period of thirty (30) days in which to resolve the grievance.

11.3 Other Remedies. Nothing herein shall preclude the Association from pursuing any remedy for the violation of the Condominium Documents or disputes with a Member or other party as may be available to the Association under the laws of the State of Florida or the Condominium Documents.

Exhibit "C" to Amended and Restated Declaration of Condominium
(Amended and Restated Bylaws)
Page 22 of 23

12. MISCELLANEOUS. The following miscellaneous provisions shall apply to these Bylaws and the Condominium Documents.

12.1 Conflicts. The term “Condominium Documents,” as used in these Bylaws and elsewhere shall include the Declarations, Articles of Incorporation, these Bylaws, the Rules and Regulations of the Association and the Plats. In the event of a conflict between the language in the Declarations and the Plats, the Plats shall control, except as provided in Article 1.19 of the Declarations. In the event of a conflict between language in any of the other Condominium Documents, the following priorities shall control:

1. Declarations of Condominium;
2. Articles of Incorporation;
3. Bylaws; and
4. Rules and Regulations.

12.2 Gender. The use of the term “he,” “she,” “his,” “hers,” “their,” “theirs” and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

12.3 Severability. In the event that any provision of these Bylaws is deemed invalid, the remaining provisions shall be deemed in full force and effect.

ACTIVE: 9058147_4

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
WATERFORD AT LEXINGTON CONDOMINIUM NO. 2**

RECITALS:

In a Declaration of Condominium recorded at O.R. Book 2765, Page 121 *et seq.* of the Public Records of Lee County, Florida, on November 11, 1996, the Condominium Developer did submit to condominium ownership pursuant to Chapter 718, Florida Statutes, known as the Condominium Act, that property situated in Lee County, Florida, more particularly described as follows:

TWO PARCELS OF LAND SITUATED IN SECTION 9, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY FLORIDA, SAID PARCELS BEING PART OF THE LANDS PLATTED AS "LEXINGTON COUNTRY CLUB" AS RECORDED IN PLAT BOOK 56, PAGES 59 – 68, IN LEE COUNTY FLORIDA, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS;

PARCEL W2-15: PART OF DESIGNATED TRACT 15 OF LEXINGTON COUNTRY CLUB, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE ORIGINAL LINE OF TRACT 15 (OF WHICH THIS IS A PART), THENCE THROUGH SAID TRACT 15,

SOUTH 74°25'28" EAST 220.81 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MILLSTONE CIRCLE (35' WIDE), THENCE WITH SAID ROAD R/W;

AROUND A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 03°15'57" AN ARC DISTANCE OF 64.09 FT CHORD BEARING OF SOUTH 15°20'36" WEST A DISTANCE OF 64.09 FT TO A POINT, THENCE S 13°42'38" W A DISTANCE OF 92.33' TO A POINT, THENCE AROUND A CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 22°41'13", AN ARC DISTANCE OF 204.91', A CHORD BEARING OF S 02°22'01" W, A DISTANCE OF 203.58' TO A POINT, THENCE S 63°02'41" W A DISTANCE OF 225.24' TO A POINT THENCE N 14°59'42" W A DISTANCE OF 116.73' TO A POINT THENCE N 00°21'23" E A DISTANCE OF 135.76' TO A POINT THENCE N 13°34'40" E A DISTANCE OF 275.47' TO THE POINT OF BEGINNING.

CONTAINING 2.260 ACRES MORE OR LESS

PARCEL W2-16: PART OF DESIGNATED TRACT 16 OF LEXINGTON COUNTRY CLUB, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE ORIGINAL LINE OF TRACT 16 (OF WHICH THIS IS A PART), THENCE THROUGH SAID TRACT 16, N 74°25'28" W A DISTANCE OF 222.06' TO A POINT ON THE EAST RIGHT OF WAY LINE OF MILLSTONE CIRCLE (35' R/W) THENCE WITH SAID RIGHT OF WAY, AROUND A CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03°18'39", AN ARC DISTANCE OF 62.96' A CHORD BEARING OF S 15°21'57" W A DISTANCE OF 62.95' TO A POINT THENCE S 13°42'38" W A DISTANCE OF 92.33' TO A POINT, THENCE

Amended and Restated Declaration of Condominium
(Page 1 of 50)

AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23°06'25" AN
ARC DISTANCE OF 194.59', A CHORD BEARING OF S 02°09'25" W A DISTANCE OF
193.27' TO A POINT
THENCE S 09°23'47" E A DISTANCE OF 384.47' TO A POINT
THENCE N 80°36'13" E A DISTANCE OF 221.14' TO A POINT
THENCE N 08°04'58" W A DISTANCE OF 69.51' TO A POINT
THENCE N 07°28'58" W A DISTANCE OF 81.42' TO A POINT
THENCE N 08°28'01" W A DISTANCE OF 147.80' TO A POINT
THENCE N 09°17'53" W A DISTANCE OF 79.06' TO A POINT
THENCE N 01°32'23" E A DISTANCE OF 118.91' TO A POINT
THENCE N 09°08'29" E A DISTANCE OF 76.42' TO A POINT
THENCE N 17°16'37" E A DISTANCE OF 61.84' TO THE POINT OF BEGINNING

CONTAINING 3.553 ACRES MORE OR LESS

Said Declaration was subsequently amended as follows:

Amendment recorded at O.R. Book 3094, Page 2023 *et seq.*, Lee County Public Records;
and

Amendment recorded at O.R. Book 3094, Page 2038 *et seq.*, Lee County Public Records;
and

Amendment recorded at O.R. Book 3323, Page 893 *et seq.*, Lee County Public Records;
and

Amendment recorded at Instrument No. 2017000004112, Lee County Public Records.

The submission of the land to the condominium form of ownership by that document is and will remain effective. By adoption of this Amended and Restated Declaration of Condominium (hereinafter "Declaration"), the Association Members hereby adopt certain amendments to the Declaration of Condominium and amendments thereof and hereby restate the Declaration in its entirety. By adoption of this Declaration, the Members of the Association ratify governance of the property described above and in Exhibit "A" hereto under the condominium form of ownership and the provisions of the Condominium Act, as defined in Article 1.1 hereof.

1. DEFINITIONS. As used herein or elsewhere in the Condominium Documents, unless otherwise provided, the terms used shall be as defined in the Act and as herein provided:

1.1 "Act" or "Condominium Act" means, except where specifically stated to the contrary, the Condominium Act (Chapter 718, Florida Statutes), as it now exists or as it may be amended from time to time, including the definitions therein contained.

1.2 "Articles" means the Articles of Incorporation as attached hereto as Exhibit "B," as they may be amended from time to time.

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

Amended and Restated Declaration of Condominium
(Page 2 of 50)

1.4 “Association” means WATERFORD AT LEXINGTON CONDOMINIUM ASSOCIATION, INC., a Florida Corporation Not For Profit, the entity responsible for the operation of the Waterford at Lexington Condominium No. 1, Waterford at Lexington Condominium No. 2, and Waterford at Lexington Condominium No. 3.

1.5 “Association Property” means all property owned by the Association for the use and benefit of the Unit Owners.

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

1.7 “Building” means the structures in which the Units and portions of the Common Elements are located.

1.8 “Bylaws” mean the Bylaws of the Association as attached hereto as Exhibit “C,” as they may be amended from time to time.

1.9 “Casualty” for the purposes of this Declaration, and not for the purpose of construing coverage between any insurer and insured, means an event which causes damage to the Condominium Property due to some sudden, fortuitous cause, including (but not limited to) fire, flood, hail, wind, rain, vandalism, explosion, or bursting pipes, but does not include progressive decay or corrosion, or slow or continuous leaks.

1.10 “Charge” means any legal or equitable indebtedness or monetary obligation of a Unit Owner to the Association, or other sums owed to or due to the Association from a Unit Owner, or any cost or expense incurred by the Association on behalf of or because of a Unit Owner, other than Assessments for Common Expenses, which the Unit Owner is obligated to pay to the Association. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Condominium Documents.

1.11 “Committee” means a group of Board Members, Unit Owners, or Board Members and/or Unit Owners and/or other persons appointed by the Board to make reports or recommendations to the Board, to take action on behalf of the Board, or to take such actions as the Resolution creating the Committee, or the Directors of the Board, may dictate.

1.12 “Common Elements” means and includes:

1.12.1 The portions of the Condominium Property not included within the Units.

1.12.2 Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.

Amended and Restated Declaration of Condominium
(Page 3 of 50)

1.12.3 An easement of support in every portion of a Unit which contributes to the support of the Building, including but not limited to all load bearing interior walls within the Units.

1.12.4 The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements, excluding all public or private (e.g., cable television) utility installations thereon or therein to the extent such is the intention of the Association and the party who installs such installations and as provided in the Declaration of Condominium, as originally recorded.

1.12.5 Any other parts of the Condominium Property designated as Common Elements in this Declaration.

1.13 “Common Expenses of the Association” means those expenses for which all Unit Owners are liable to the Association, including but not limited to expenses of administration, maintenance, and operation of the Association and such other expenses as may be declared Common Expenses of the Association either by this Declaration, the Articles of Incorporation, the Bylaws or by the Board of Directors. Maintenance and repair of all Association Property and recreational facilities within one Condominium, but available for use by all Condominiums are a Common Expense of the Association. Bulk interior pest control for Units, if provided by the Association, is a Common Expense of the Association. Common Expenses of the Association include, but are not limited to, such items as cost of premiums for public liability insurance, accounting and legal fees, and wages and fees for managerial and other services. Legal fees regarding the rights, liabilities, interests or affairs of the Association as an entity shall be a Common Expense of the Association. The expenses of communications services as defined in Chapter 202, information services, or Internet services, are specifically considered a Common Expense of the Association, if so designated by the Board. Common Expenses of the Association also include reasonable insurance for Directors and Officers, commonly used road maintenance and operation expenses, security services and other expenses which are reasonably related to the general benefit of the Unit Owners of the several Condominiums even if such expenses do not attach to the property or the Condominiums of the Association.

Common Expenses of the Association shall be shared 95/285 by Condominium No. 1 Owners, 95/285 by Condominium No. 2 Owners, and 95/285 by Condominium No. 3 Owners. Determining the allocation of the Common Expenses of the Association as opposed to Common Expenses of the Condominium shall be in the sole discretion of the Board of Directors of the Association.

1.14 “Common Expenses of the Condominium” means those expenses for which Unit Owners in the individual Condominiums are liable to the Association. Expenses pertaining to the maintenance, repair, and replacement of the Common Elements of the individual Condominiums is a Common Expense of the Condominium. By way of example, but not limitation, utility bills and governmental services (including but not limited to water, sewer, electricity and trash collection) that are not separately metered or billed to individual Units,

Amended and Restated Declaration of Condominium
(Page 4 of 50)

building painting, roof repair, exterior ground maintenance, and property insurance are Common Expenses of the Condominium. Legal fees involving the interests of the physical property within a particular Condominium, including but not limited to assessment collection matters, shall be a Common Expense of the Condominium. Determining the allocation of the Common Expenses of the Condominium as opposed to Common Expenses of the Association shall be in the sole discretion of the Board of Directors of the Association. When the Association receives a single billing for an item that is declared a Common Expense of the Condominium (e.g., lawn maintenance, property insurance, etc.) the Board may allocate segments of said invoices to the individual Condominiums as the Board in its sole discretion deems fair and equitable and related to the actual allocation to each Condominium. Common Expenses of the Condominium shall be shared by Condominium No. 1 Unit Owners on a 1/95 basis, by Condominium No. 2 Unit Owners on a 1/95 basis, and by Condominium No. 3 Unit Owners on a 1/95 basis. Reserves required by the Act and the Condominium Documents are a Common Expense of the Condominium.

1.15 “Common Surplus” means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, above the amount of the Common Expenses. Common Surplus of the Condominium shall be determined in the same manner as Common Expenses of the Condominium. Common Surplus of the Association shall be determined in the same manner as Common Expenses of the Association is allocated.

1.16 “Communications Services” means those services described in Section 202.11, Florida Statutes (2016), and for the purpose of this Declaration, shall be deemed to include bulk video, voice, or internet services.

1.17 “Community Association” means Lexington Community Association, Inc., a Florida corporation not for profit, being the entity responsible for the administration of the Community Declaration.

1.18 “Community Covenants” means the Declaration of Covenants for Lexington recorded in the Public Records of Lee County, Florida, which Declaration encumbers, *inter alia*, the Condominium Property, and when the context permits, shall also mean the Articles of Incorporation and Bylaws of the Community Association, all as now or hereafter amended, modified or supplemented.

1.19 “Condominium Documents” means this Declaration; the Surveyor’s Plat and Site Plans, hereinafter collectively referred to as “the Plat” or “Condominium Plat,” copies of which are attached hereto as Exhibit “A” (the Plat and the Surveyor’s Certificate of Substantial Completion may not reflect the actual configuration of the Condominium Property, as deviations from original as-built conditions may have been made over time); Articles of Incorporation of Waterford at Lexington Condominium Association, Inc. attached hereto as Exhibit “B;” Bylaws attached hereto as Exhibit “C;” and Rules and Regulations. The Rules and Regulations need not (but may) be recorded in the County Public Records in order to be valid.

Amended and Restated Declaration of Condominium
(Page 5 of 50)

1.20 “Condominium Parcel” means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit and when the context permits, the term includes all of the appurtenances to the Unit.

1.21 “Condominium Property” means the land and property interests subjected to condominium ownership under this Declaration, all improvements on the land as depicted in the Surveyor’s Plat, or replacement thereof of like kind and quality, and alterations or additions made to the Common Elements or Association Property by the Association and all easements and rights appurtenant thereto intended for use in connection with the Condominium. Additions or alterations made to the Units or Common Elements by Unit Owners (or their predecessors in title) are not part of the Condominium Property. References in the Condominium Documents to Condominium Property shall include Association Property, unless indicated otherwise.

1.22 “County” means the County of Lee, State of Florida.

1.23 “Declaration” or “Declaration of Condominium” means this instrument, and as it may be amended from time to time.

1.24 “Domestic Partners” means two adults who have chosen to share their lives in a committed relationship that includes a mutual and exclusive commitment to each other’s well-being, wherein each partner shares the same permanent address, have no blood relationship that would preclude marriage in the State of Florida, are of the age of legal majority, are jointly responsible for each other’s common welfare, share financial interdependence and mutual obligation akin to those of marriage. Domestic Partners shall be considered married individuals for the purpose of the Condominium Documents.

1.25 “Family” or “Single Family” shall refer to any one of the following:

1.25.1 One natural person, his spouse or Domestic Partner, if any, and their custodial children, if any.

1.25.2 Not more than two natural persons not meeting the requirement of Article 1.25.1 above, who do and plan to indefinitely and continuously reside together as a single financially and socially interdependent housekeeping unit, with the intention of living within the bonds of family.

1.25.3 The reference to “natural” herein is intended to distinguish between an individual and a corporation or other artificial entity. “Family member” is a person who resides in a Unit as part of the Owner’s Family, but is not a title holder.

1.26 “Fractional Ownership” or “Unit Sharing” means any arrangement (whether written or verbal) whereby multiple individuals, artificial entities, or other combinations acquire title to a Unit (or any other possessory or use right in a Unit) with the intention of allocating use rights among legal or beneficial owners, whether pursuant to verbal or written agreements, regarding the sharing of use and possession rights for a Unit.

Amended and Restated Declaration of Condominium
(Page 6 of 50)

1.27 “Guest” means any person who is not the Unit Owner or a Tenant or a member of the Owner’s or Tenant’s Family, who is physically present on or occupies the Condominium Property on a temporary basis at the expressed or implied invitation of the Owner or other legally permitted Occupant, without the payment of consideration.

1.28 “Insurable Event” as described in the Act, shall have the same meaning as Casualty, as defined in Article 1.9 of this Declaration.

1.29 “Insurable Improvements” shall mean the “Buildings” as defined in Article 1.7 of this Declaration, other than upgrades or additions by Unit Owners (or their predecessors in title), and those portions of the Condominium Property required by the Act to be insured by the Association. If a Unit Owner has replaced any glass with impact glass which meets the applicable code at the time of such replacement, such glass and its related framework shall be considered part of the Insurable Improvements, unless prohibited by law.

1.30 “Invitee” or “Licensee” shall mean a person or persons expressly or impliedly allowed entry onto the Condominium Property for the purpose of conducting business with or providing services to a Unit or a Unit’s occupant, or otherwise entering the Condominium Property on a temporary basis at the expressed or implied consent of the Unit Owner or Unit Occupant, including but not limited to contractors, workmen, delivery persons, domestic assistants and health care assistants. A Guest is an Invitee.

1.31 “Lease” when used in the context of the renting of Units, means the grant by a Unit Owner of a right of use of the Owner’s Unit for consideration.

1.32 “Lien for Charges” means a lien which is recorded to secure a Charge.

1.33 “Limited Common Elements” means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of all other Units, as specified in this Declaration. References herein to Common Elements shall include all Limited Common Elements, unless the context would prohibit or it is otherwise expressly provided. Whenever a portion of the Condominium Property naturally and exclusively services a particular Unit, and where the area in question lies outside of the boundaries of the Unit, the delegation of maintenance responsibility for the area shall serve to define the area as a Limited Common Element.

1.34 “Limited Common Expenses” means those expenses affiliated with the maintenance, repair, replacement, or reconstruction after Casualty of a Limited Common Element, the costs of which are assessed only against the benefiting Unit Owner(s), as authorized by the Act, and if so provided in this Declaration.

1.35 “Maintenance” shall mean, unless the context of a provision in the Condominium Documents requires otherwise, day to day cleaning, heavy cleaning, painting where applicable, routine maintenance, ongoing maintenance, preventative maintenance, as well as repair or replacement. The term “maintenance” shall not include repair after casualty, unless

the context of a provision in the Condominium Documents requires otherwise. Whenever a Unit Owner is obligated by the Condominium Documents or law to maintain, repair or replace portions of the Condominium Property, the Board of Directors shall have the authority to establish reasonable standards for such maintenance, repair or replacement, including mandating maintenance, repair or replacement of said items, when the Board deems same are reasonably necessary.

1.36 “Material Alteration or Addition” means to palpably or perceptively vary or change the use, form, shape, elements or specifications of a Building or other portions of the Common Elements from its original design or plan, or existing condition, in such a manner as to appreciably affect or influence its function, use or appearance.

1.37 “Member” means the record Owner(s) of legal title to a Unit.

1.38 “Occupant” when used in connection with a Unit, means a person who is physically present in a Unit for two or more consecutive days, including staying overnight for one night.

1.39 “Occupy” when used in connection with a Unit, means the act of staying in the Unit for two or more consecutive days, including an overnight stay of at least one night.

1.40 “Officer” means the executive Officers and Assistant Officers (if any) appointed by the Board as provided in the Bylaws.

1.41 “Person” means any individual or representative of an entity, including Unit Owners, Family members, Tenants, Guests, and Invitees. Whenever the word “Person” is used to require or prohibit certain conduct, it is the intention that the Owner of the Unit with which such Person is affiliated shall be responsible for ensuring such Person’s compliance with the Condominium Documents.

1.42 “Policies and Procedures” means the administrative policies of the Board adopted in writing from time to time, including those documented in minutes of the Board or correspondence issued under the authority of the Board.

1.43 “Primary Occupant” means one or more natural person(s) designated for occupancy of a Unit when title to the Unit is held in the name of two or more persons who are not spouses, or Domestic Partners, or when title is held by a trust, corporation or other entity which is not a natural person, except where the context clearly indicates otherwise, the term “Owner” shall include “Primary Occupant.”

1.44 “Resident” means any person who is occupying a Unit for thirty (30) days, whether or not consecutive, in any calendar year and shall include, as applicable, Owners, Tenants and members of their respective Families who reside in the Unit.

1.45 “Rules and Regulations” means those rules and regulations promulgated by the Board of Directors, concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, and the operation of the Association, subject to any limitations contained in this Declaration.

1.46 “Tenant” or “Lessee” means a person occupying a Unit, other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-owner involves consideration, the payment of money, the exchange of goods and services, etc. The term “Tenant” shall be used interchangeably with “Lessee.”

1.47 “Unit” means a part of the Condominium Property subject to exclusive ownership.

1.48 “Unit Owner” or “Owner” means the record Owner of a Condominium Parcel. Wherever a portion of the Condominium Documents, including the Rules and Regulations, proscribes, restricts, prohibits, governs or requires that a “Unit Owner” take or refrain from taking any action, or engage or refrain from engaging in any conduct, or providing for liability to the Association arising from such acts or conduct or the failure to take required action or engage in required conduct, the term Unit Owner shall be deemed to include, unless the context specifically suggests otherwise, the Unit Owner’s Family, Tenants, Residents, Guests, Licensees and Invitees, and as may be applicable, the family members of such person, as well as employees or agents of such persons.

1.49 “Utility Services” as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, video and Communication Services, air conditioning and garbage and sewage disposal.

1.50 “Voting Interests of the Association” 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 the Association matters. There are 285 Units, so the total number of Voting Interests of the Association is 285. Matters affecting the entire Association (all Condominiums), as determined by the Board of Directors, shall be decided by the Voting Interests of the Association. By way of example, but not limitation, the election of Directors, the recall of Directors, the waiver of financial reporting requirements, alterations of Association Property, certain alterations of Common Elements, certain amendments to the Declaration of Condominium, amendments to the Articles of Incorporation, and amendments to the Bylaws, are decided by the Voting Interests of the Association. Determining whether a voting item involves the Voting Interests of the Association as opposed to the Voting Interests of the Condominium, shall be determined in the sole discretion of the Board of Directors of the Association.

1.51 “Voting Interests of the Condominium” means those voting items which are to be considered for vote by the Unit Owners in individual Condominiums in accordance with the Class Quorum and Voting procedures specified in Article 2.11 of the Bylaws. By way of example, but not limitation, certain material alterations of Common Elements, certain

amendments to the Declaration of Condominium, and the waiver or reduction of reserve funding shall be based upon the Voting Interests of the Condominium. Determining whether a voting item is a matter involving the Voting Interests of the Condominium, as opposed to Voting Interests of the Association shall be determined in the sole discretion of the Board of Directors of the Association.

2. STATEMENT OF CONDOMINIUM DECLARATION. Worthington Communities, Inc., a Florida corporation, submitted the property described in Exhibit "A" hereto and as described above to condominium ownership in accordance with Florida Statutes.

3. CONDOMINIUM NAME. The name by which this Condominium is identified is "Waterford at Lexington Condominium No. 2."

4. UNIT IDENTIFICATION. The identification of each Unit shall be by number and shall be as indicated on the Plat, which is attached as Exhibit "A."

5. SURVEY AND GRAPHIC DESCRIPTION. A survey of the land previously submitted to condominium ownership and a plat thereof describing each Unit, Common Elements and their relative location and the approximate dimensions of each Unit are as shown on the Plat which is attached as Exhibit "A."

6. VOTING RIGHTS; OWNERSHIP OF COMMON ELEMENTS. The voting rights of the Owner of each Unit shall be one Voting Interest per Unit. Voting rights may be suspended pursuant to the terms of the Condominium Documents and/or Florida law. The sharing of Common Expenses and ownership of Common Elements and Common Surplus shall be on a 1/285th basis for Common Expenses of the Association and 1/95th basis for Common Expenses of the Condominium. Suspension of voting rights shall not affect the basis for which Common Expenses are shared or Common Elements and Common Surplus owned. However, suspended Voting Interests shall be subtracted from the total number of votes required when calculating any required vote or quorum during the period for which said Voting Interest is suspended. The undivided share of ownership of the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or separately hypothecated. 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 by a Unit Owner, pledged or transferred except as an appurtenance to the Units.

7. 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, unless released in connection with termination of 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 the Unit Owners with respect to such easements.

Amended and Restated Declaration of Condominium
(Page 10 of 50)

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TELEPHONE (239) 433-7707

7.1 Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, communications and security systems, and other services and drainage in order to serve the Condominium. The Association shall have a right of access to each Unit during reasonable hours when necessary for maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

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

7.3 Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and Resident, their Guests and Invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purpose. None of the easements specified in this Article 7.3 shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.

7.4 Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

7.5 Air Conditioning Line Relocation. An easement is hereby created and reserved through the Units for the relocation of air conditioning lines as provided in Article 9.2.11.

7.6 Other Condominiums; Community Association. The Community Association shall have all easements provided it in the Community Covenants including, without limitation, those over "Lots" (as defined therein). Additionally, the Community Association shall have a perpetual easement over the Common Elements to perform the maintenance, repair and replacement functions described in Article 22.1 of this Declaration.

Any recreation or other commonly-used facilities located within the Condominium Property shall be subject to a perpetual, non-exclusive easement in favor of the Owners of Units in any other Condominium operated by the Association, and their Family members, Tenants, Guests

and Invitees, provided that (i) the use of such easement shall be subject to reasonable regulation by the Association and (ii) such Unit Owners share in the expenses of such facilities in the manner provided in the Bylaws. Without limitation, the swimming pool and related facilities in Condominium 3 shall be available for use by all Condominiums operated by the Association and shall be insured, maintained, repaired, replaced, altered or reconstructed as a Common Expense of the Association.

Each Owner and Occupant, and the Guests and Invitees thereof, if any Unit in a Condominium operated by the Association shall also have a perpetual easement of ingress and egress for vehicular and pedestrian use over all portions of the Common Elements reasonably suited for such purpose.

7.7 Additional Easements. The Association, by and through the Board of Directors on behalf of all Unit Owners (each of whom hereby appoints the Association as its attorney-in-fact for this purpose), shall have the right to grant such additional general (“blanket”) and specific electric, gas or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such existing easements or drainage facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Association shall deem necessary or desirable, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

8. CONDOMINIUM UNITS AND APPURTENANCES. The Condominium Property has constructed thereon the Building, consisting of five (5) separate Buildings each containing nineteen (19) Units for a total of ninety-five (95) Units. Each Unit is identified by a separate numerical designation. The designation of each of such Units is set forth on Exhibit “A” attached hereto. Exhibit “A” consists of a survey of the Land, a graphic description of the Improvements located thereon, including, but not limited to, the Building in which the Units are located, and a plot plan thereof. Said Exhibit “A,” together with this Declaration, is sufficient detail to identify the Common Elements and each Unit and their relative locations and dimensions.

There shall pass with a Unit as appurtenances thereto (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration, including the applicable Limited Common Elements; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may be lawfully altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration or the Act.

8.1 Horizontal Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:

Amended and Restated Declaration of Condominium
(Page 12 of 50)

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8.1.1 Upper Boundary – The horizontal plane of the unfinished lower surface of the ceiling of the Unit.

8.1.2 Lower Boundary – The horizontal plane of the unfinished upper surface of the floor of the Unit.

8.1.3 Interior Divisions – Except as provided in Articles 8.1.1 and 8.1.2 above, no part of the floor of the top floor, ceiling of the bottom floor, stairwell adjoining the two-floors or non-structural interior walls shall be considered a boundary of the Unit.

8.2 Perimetrical Boundaries: The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

8.3 Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, bay windows and skylights, such boundaries shall be extended to include the windows, doors and other fixtures located in such apertures, including all frameworks thereof; provided, however, that exterior surfaces made of glass or other transparent material, and the exterior of doors, shall not be included in the boundaries of the Unit and shall therefore be Common Elements.

8.4 Exceptions. In cases not specifically covered above, and/or in case of conflict or ambiguity, the survey of the Units set forth as Exhibit “A” hereto shall control in determining the boundaries of a Unit, except the provisions of Article 8.3 above shall control unless specifically depicted otherwise on such survey.

8.5 Limited Common Elements. Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto:

8.5.1 Lanais. Any lanai (and all improvements thereto) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s). The boundaries of same shall be (i) lower: the upper unfinished surface of the slab of the lanai, (ii) upper: the lower unfinished surface of any overhanging slab, (iii) perimetrical: the exterior surface of any adjoining Common Element wall or, where there is no wall on the first floor lanai, the edge of the concrete slab facing the lanai and (iv) other perimetrical: any sliding glass door(s) or fixed glass panel(s) abutting the lanai.

8.5.2 Parking. Each Unit is assigned the use of one (1) parking space in a carport, such space to be Limited Common Element of the Unit to which it is assigned.

8.5.3 Storage Closets. Fifteen (15) of the nineteen (19) Units in each Building is assigned the use of one Storage Closet, which is a Limited Common Element. Units 101, 107, 201, and 207 in each Building (the “D Units”) are not assigned Storage Closets.

8.5.4 Conveyance of a Unit. A conveyance of a Unit shall automatically include all Limited Common Elements appurtenant to that Unit unless otherwise specified in the instrument of such conveyance.

8.5.5 Miscellaneous Areas, Equipment. Any fixtures or equipment (e.g., an air conditioning unit located adjacent to the Unit and related lines and equipment) serving a Unit or Units exclusively and any area upon/within which such fixtures or equipment are located shall be Limited Common Elements of such Unit(s).

9. MAINTENANCE, ALTERATION AND IMPROVEMENTS. Responsibility for the maintenance of the Condominium Property, and restrictions upon the alteration and improvement thereof, shall be as follows:

9.1 Association Maintenance, Repair and Replacement Obligation. The maintenance, repair and replacement of all Common Elements and Association Property shall be performed by the Association, and the cost is a Common Expense, except as may otherwise be specifically noted with respect to Limited Common Elements. The Board of Directors shall have the authority to declare Units in the Condominium not available for occupancy when, in the reasonable discretion of the Board, considerations of safety result in a finding by the Board that a Unit or Units should not be inhabited during such periods of work.

9.1.1 General Exterior and Structural Maintenance. The Association's maintenance, repair and replacement responsibility shall include, but not be limited to, exterior painting, Unit front entry doors, structural maintenance of the Buildings, roofing, maintenance of parking facilities (except as otherwise provided herein to the contrary) and general exterior maintenance, but shall not include maintenance, repair and replacement of railings, screens, screen enclosures, windows, sliding glass doors, hurricane shutters, nor any alteration or addition to the Condominium Property made by a Unit Owner or his predecessors in title, nor any portions of the Condominium Property exposed to the elements or any structural element for which this Declaration delegates responsibility to the Unit Owner.

9.1.2 Plumbing and Electrical. The Association's maintenance, repair and replacement responsibility includes, except as may be specifically otherwise provided to the contrary, without limitation, all electrical conduits and installations located from (but not including) the circuit breaker outward; electrical conduits and installations located within or outside a Unit for the furnishing of Utility Services to another Unit, more than one Unit, or the Common Elements; plumbing fixtures and installations located within or outside a Unit for the furnishing of Utility Services to another Unit, more than one Unit, or the Common Elements. The Association's maintenance, repair and replacement responsibility does not include electrical fixtures, switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within the Unit and serving only that Unit, said items being the maintenance responsibility of the Unit Owners.

9.1.3 Incidental Damage. If, in connection with the discharge of its maintenance, repair or replacement responsibilities, the Association must remove, disassemble,

or destroy portions of the Condominium Property which the Unit Owner is required to maintain, repair, or replace, the Association shall be responsible for reinstallation or replacement of that item, including cabinetry, drywall and moldings, to its unfinished state, and specifically excluding floor coverings, wall coverings, ceiling coverings, paint, wallpaper, paneling, and other finishes, and further provided that the Association's obligations are limited to the replacement of items that were part of the Condominium Property as originally installed by the Developer, or replacements thereof of like kind and quality, and except in cases of Casualty repair, or repair of damage caused by a covered cause of loss under the Association's applicable insurance policy, which shall be governed by Article 13 of this Declaration. When a Building component must be replaced with an upgraded component to comply with current laws, ordinances, or codes, the Unit Owner shall be responsible for the additional costs, secured by a Lien for Charges, for the amount by which the upgraded component exceeds the cost of a like-kind replacement. Repair or replacement of all upgrades or additions, even if made by a predecessor in title, shall be the responsibility of the Unit Owner, specifically including but not limited to hurricane shutters which the Association must remove in connection with the maintenance of the Building, although the Association may have shutter reinstallation work performed by its contractor, and the Unit Owner will be responsible for reimbursement to the Association as a Charge.

9.2 Unit Owner Maintenance, Repair and Replacement Obligation. Each Unit Owner is responsible, at his own expense, for all maintenance, repair, and replacement of his own Unit and those Limited Common Elements serving his Unit, to the extent provided herein, whether ordinary or extraordinary, including, without limitation:

9.2.1 Windows. The Unit Owner shall maintain, repair and replace the window installations originally installed by the Developer or subsequent replacement thereof. Same includes the window frame and encasement, the plate glass, and all caulking thereof. The Unit Owner shall be responsible for interior window locking and opening mechanisms, the windowsill and glass breakage due to any cause. The Association shall be responsible for exterior caulking around the window frames as to original installations, and the Unit Owner as to replacements.

9.2.2 Screens, Screen Frames and Railings. The Unit Owner shall maintain, repair and replace all window screens, screen doors or lanai screens, including hardware and framing, and including lanai railings.

9.2.3 Drywall and Finishes. The Unit Owner shall maintain, repair and replace all drywall within the Unit (i.e. interior partition drywall), the finishes thereof (including baseboard, molding or trim), and the structural framing related thereto, including studs and insulation, and drywall. The Unit Owner shall maintain, repair and replace all finishes (including but not limited to) baseboard, molding or wall coverings within the Unit including those serving Unit boundary walls, floors or ceilings.

9.2.4 Electrical. The Unit Owner shall maintain, repair and replace all electrical fixtures, apparatus or installations located within the Unit, which service only the individual Unit

plus all electrical fixtures, apparatus or installations from and including the circuit breaker inward, which service only that Unit.

9.2.5 Sliding Glass Doors. The Unit Owner shall maintain, repair and replace sliding glass doors and the structural components thereof including frames and fixed panels, the tracks therefore, all door hardware, trim, and caulking, subject to the provisions of Article 9.14.

9.2.6 Other Doors. The Unit Owner shall maintain, repair and replace all doors other than the Unit front entry door, including the framing and structural components thereof, and including trim, caulking, locks and hardware within or servicing the Unit, subject to the provisions of Article 9.14.

9.2.7 Hurricane Shutters. The Unit Owner shall maintain, repair and replace hurricane shutters and the structural components thereof, subject to the provisions of Article 9.14.

9.2.8 Electrical, Plumbing and Mechanical Fixtures. The Unit Owner shall maintain, repair and replace the electrical, mechanical and plumbing fixtures and outlets (including connections) within a Unit and serving only that Unit including sinks, toilets, tubs, showers, shower pans, and all related fixtures and installations.

9.2.9 Appliances. The Unit Owner shall maintain, repair and replace all appliances within the Unit.

9.2.10 Heating and Air Conditioning Equipment; Ductwork. The Unit Owner shall maintain, repair and replace all portions of the heating and air conditioning equipment (including compressors, air handlers, ductwork, refrigerant lines and discharge/drainage/overflow lines), dryer vents to the point of termination (even if exterior to the Unit), air conditioner or air handler discharge lines to the point of termination or connection to another discharge (even if exterior to the Unit). The Association is responsible for the maintenance, repair and replacement of air conditioning unit slabs. However, if any Unit Owner wishes to enlarge the air conditioning unit pad to accommodate the installation of a new air conditioning unit, prior approval of the Board shall be required (no Unit Owner approval shall be required), and the requesting Unit Owner shall be responsible for the cost of necessary expansion or reconfiguration of the pad.

The refrigerant and return lines (and all related lines, ductwork, wires and other apparatus) originally installed by the Developer, that run (or ran) between the outside air conditioning unit and the air handler located within the Unit runs (or ran) below the first floor slab horizontally, and then vertically to the air handler. When such installation needs to be replaced, it is not technically or economically feasible to run said lines in the original location. Accordingly, Unit Owners who must replace such installations may reroute these lines subject to prior approval of the Board (no Unit Owner approval is required). The Board shall specify where such lines shall be placed and may require that the chase be of sufficient size for other Unit Owners in the same Building, or certain areas of the Building, to install similar installations. Such installations may

Amended and Restated Declaration of Condominium
(Page 16 of 50)

require access through parts of other Units, and the relocation of the lines within other Units, as well as drilling of holes, excavation of drywall, and the like. In general, such activity shall be limited to areas within the closet where Unit air handlers are housed. The Board may grant exceptions to this location restriction in extraordinary circumstances.

9.2.11 Floor Coverings. The Unit Owner shall maintain, repair and replace carpeting and other floor covering (including lanai areas).

9.2.12 Other Equipment and Fixtures. The Unit Owner shall maintain, repair and replace all other equipment or fixtures located or contained entirely within a Unit which serve only that Unit.

9.2.13 Plumbing (Incoming). The Unit Owner shall maintain, repair and replace all incoming plumbing from (and including) the shut-off valve (at hot water) inward.

9.2.14 Plumbing (Outgoing). The Unit Owner shall maintain, repair and replace outbound plumbing until the point of exit from the Unit boundary. Provided, however, that the Unit Owner is responsible for the remediation of clogged pipes or drains, where the source of blockage or obstruction originates from the Unit, even if the area where the blockage or obstruction is located is outside of the Unit boundary.

9.2.15 Storage Closets. Storage Closets shall be maintained, repaired and replaced by the Association as a Common Expense, provided however, that Unit Owners shall have the following maintenance responsibilities. Unit Owners shall be responsible for the replacement of light bulbs in Storage Closets. Any improvements made to the interior of the Storage Closet after original construction, including but not limited to shelving, additional electrical fixtures (which can only be installed with Board approval, as provided elsewhere in this Declaration), and the light, shall be the responsibility of the Unit Owner.

Any of the above-described areas that are to be maintained, repaired or replaced by the Unit Owner, or by the Association at the expense of the benefiting Unit(s), if located outside of the boundaries of the Unit, are declared Limited Common Elements. Responsibility for maintenance, repair and replacement of Condominium Property may not coincide with obligation for insurance of Condominium Property, nor its repair after Casualty, or damage from covered cause of loss under the Association's applicable insurance policy, which are governed by Article 12 and Article 13 hereof, respectively.

9.3 Appliance Maintenance Contracts. If there becomes available to the Association a program of contract maintenance for water heaters serving individual Units, and/or air conditioning compressors and/or air handlers and related equipment and fixtures serving individual Units, which the Association determines benefits the Owners to consider, then on agreement by a majority of the Voting Interests of the Condominium, in person or by proxy and voting at a meeting called for that purpose, or on agreement by a majority of the total Voting Interests of the Condominium in writing, the Association may enter into a maintenance contract.

Amended and Restated Declaration of Condominium
(Page 17 of 50)

The expense of the maintenance contract to the Association is a Common Expense. All maintenance not covered by the maintenance contract is the responsibility of the Unit Owner.

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

9.5 Unit Owner Obligations In Connection with Maintenance, Repair and Replacement. In connection with his maintenance, repair and replacement obligations, the Unit Owner shall have the responsibility to obtain the prior written approval of the Association, through the Board of Directors, before performing any maintenance, repair or replacement which requires: changes or alterations to the physical appearance of the Condominium Property visible from any exterior vantage; excavation; access to the Building roof; removal, modification or relocation of any interior partitions or walls, whether load-bearing or not; relocation of cabinets or appliances; relocation of utility, plumbing, or electrical installations or fixtures or ductwork; the use of heavy or noisy equipment; such other actions as may cause concern for the peace and safety of the Condominium and its Residents or the aesthetics of the Condominium Property, as determined by the Board. The Association may condition such approval on criteria as the Board deems reasonable, including but not limited to:

- Preservation of uniformity of appearance;
- Use of contractor(s) that are properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance. Unit Owners are responsible for the actions of their contractors and warrant to the Association, whether or not specifically made a condition of Association approval (or in cases where no Association approval is required) that all persons coming into the Condominium Property to perform work on or services for the Unit hold all proper licenses, have obtained all proper permits, and carry such insurance as may be required by law or the Board;
- Right (but not duty) of oversight by the Association or its agent;
- The Unit Owner submitting plans as to the scope of the contemplated repair;
- Restrictions as to hours and days of work;

Amended and Restated Declaration of Condominium
(Page 18 of 50)

- Imposition of time limits in which jobs must be completed and prohibitions against major renovations during certain times of year.
- Restrictions regarding equipment that may be parked or stored on or near the Condominium Property during construction.
- Restrictions regarding the transport and storage of materials and supplies necessary for the construction to be performed.

The Association may, but shall not be obligated to, act as the Owner's agent in obtaining the services of contractors or others to perform Unit Owner maintenance responsibilities in the event of an emergency, or in non-emergency situations, provided that in non-emergency situations, the Association and the Owner so agree, or absent such agreement when such work is deemed necessary, as determined by the Board, to facilitate projects involving the Association's maintenance of the Condominium Property. In all such cases the Unit Owner shall be deemed to consent to reimbursement of expenses incurred, secured by such rights as exist for collecting Common Expenses under these Condominium Documents through a Lien for Charges. Unit Owners shall at all times be responsible to ensure, whether or not Association approval is required for work being done within the Unit or elsewhere upon the Condominium Property, that all contractors and other persons performing services for the Unit Owner are properly licensed and insured, including required Worker's Compensation insurance, and that the Condominium Property is kept free from liens and cause no damage to the Condominium Property. The Board has the power (but not the duty) to require proof of: licensure; building permits; and insurance, and may set standards for insurance as to required coverage, deductibles, or other terms and conditions, and may require the Association to be named as an additional insured under such policies. The Unit Owner shall hold the Association harmless from any claim of any nature arising out of failure to comply with these requirements.

9.6 Lanais. The Unit Owner who owns or has the right to the exclusive use of a lanai shall be responsible for the maintenance, repair and replacement of: floor coverings (the Board may prohibit certain types of floor coverings or require the removal of existing coverings when necessary for the structural preservation of the Building); storm shutters and other enclosures; fixed and/or sliding glass doors and affiliated framing and hardware thereof; the wiring, electrical outlet(s) and fixture(s) on or servicing the lanai; ceiling fans; and the replacement of light bulbs. The Association shall be responsible for structural maintenance, repair and replacement of lanai floors, ceilings, and also the Building walls enclosed by the lanais, excluding painting. The Unit Owner shall be responsible for the day-to-day cleaning and painting walls and ceiling enclosed by lanais. No Unit Owner shall paint lanai walls or ceilings without prior approval of the Board. Lanais must be painted in the same color as the Building. The Board may require Owners to paint lanais for maintenance/waterproofing purposes and may specify the type, color and specifications for the paint or other waterproofing materials to be used. Unit Owners may not puncture (by nails, hooks, screws or otherwise) lanai floors, walls, or ceilings, without obtaining the prior written approval of the Board of Directors.

Amended and Restated Declaration of Condominium
(Page 19 of 50)

9.7 Unit and Lanai Floor Coverings. All Units must have anti-fracture membrane installed beneath any hard-surface flooring. Installed floor coverings shall in all cases, and/or in the absence of any specifications adopted by the Board, meet the standards of the then-existing Florida Building Code and then-prevailing industry standards. The structural integrity of lanais constructed of steel reinforced concrete is affected adversely by water intrusion and rust aggravated by the water retention qualities of indoor-outdoor carpet, river rock, and unglazed ceramic tile and its grout. For this reason, no indoor-outdoor carpet or river rock may be used on lanais, and all tile and its bedding and grout must be of adequate material to be applied as to be waterproof. Any flooring installed by a Unit Owner on a lanai of a Unit must be installed so as to ensure proper drainage.

9.8 Modifications, Alterations or Structural Work by Unit Owners. No Owner may make or permit the making of any modifications or alterations to any portion of his Unit visible from the exterior of his Unit, or in any manner change the appearance of any portion of the Common Elements, undertake any structural work, or undertake any structural modification or alteration, without first obtaining the written consent of the Board of Directors, which consent shall 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 whole. “Structural” work, modifications or alterations include, but are not limited to: relocation of existing electrical, plumbing, ductwork, air conditioning or heating installations; relocation of existing fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges; the removal or modification of any partition, door, window or screen; raising ceilings; or relocating kitchen or bathroom cabinetry. For purposes of this provision, the term “structural” work shall also include the addition, removal, or relocation of any ductwork, plumbing line or fixture, any electrical line or fixture, or the removal, modification or creation of any interior partition. Replacement of cabinetry, appliances and fixtures, with substantially equivalent installations in the same location, shall not be deemed “structural” and shall not require approval of the Association, unless a building or other permit is required. Further, “structural” work, modifications or alterations shall include any and all work that requires a building permit, an electrical permit, a plumbing permit, a mechanical permit, or similar permit from the appropriate governmental agency, whether or not mentioned above.

The Board may, in circumstances it deems appropriate, and without limiting the right to ask for plans or specifications and other relevant information, require sealed plans from an Architect or Professional Engineer licensed to practice in Florida as a condition of reviewing any requested structural modification, alteration or addition to the Condominium Property. The Board may require, as a condition of review, the Unit Owner’s obligation to pay the Association’s expenses of review, including but not limited to, legal, engineering or other consultant fees. The Board, in reaching its decision, may take into account uniformity of appearance, compatibility with architecture in Waterford Condominiums, the quality of the proposed alteration, objections of neighboring Residents, and such other criteria as the Board may reasonably adopt in reaching its decision, without limitation. The Board may take into account whether other Unit Owners would be able to make such alterations or modifications, and the effect of the fact that similar requests may need to be approved by the Association. If the Board determines to permit any modification

or alteration which is visible from the exterior of the Unit, from any vantage, said modification or alteration must also be approved by the Unit Owners in the manner provided in Article 9.10 of this Declaration, regardless of the cost or expense of such modification or alteration, provided that the Board may waive the request for Unit Owner approval if similar modifications or alterations have been approved by the Unit Owners previously, or are specifically authorized by the Condominium Documents. If any Unit Owner requests approval of any structural work, modification or alteration, the Association may permit such work, modification or alteration if same would not materially affect or interfere with the Utility Services constituting Common Elements, if any, located therein, the structural integrity of the Building, or create a nuisance or disturbance to neighboring Units.

9.9 Additional Unit Owner Responsibility for Modifications or Alterations. If a Unit Owner (or his predecessors in title) makes, or has made any modifications or alterations to the interior or exterior of the Unit, Common Elements, or Limited Common Elements, the Unit Owner (and his heirs, successors in title and assigns) shall be financially responsible for the insurance, maintenance, care, preservation, reconstruction, repair or replacement of the modification or alteration and shall execute such documents as the Association may promulgate, if any, accepting said financial responsibility. Any modification or alteration to the Condominium Property made by a Unit Owner may be required to be removed in connection with the Association's maintenance of the Condominium Property. In such cases, the Unit Owner who installed the modification or alteration (and/or their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or reinstallation of the item, with said obligation being secured by a right of Lien for Charges of equal dignity to the Common Expense lien created by this Declaration, or alternatively, said Owner may be required to remove and reinstall said modification or alteration, if so determined by the Board of Directors. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent, although the Association may provide for stricter liability standards in contracts with contractors.

9.10 Material Alterations or Additions by Association. Except as may be provided elsewhere in this Declaration to the contrary, there shall be no Material Alteration or Addition to the Common Elements or Association real property by the Association, except as authorized by the Board of Directors. Provided, however, that if any such Material Alteration or Addition to Association Property or recreational facilities shared by all three (3) Condominiums require or obligate the expenditure of Association funds of more than ten percent (10%) of the Association's total budget for the fiscal year in which the work is authorized, including reserves, the Board shall obtain approval of a majority of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by written agreement of majority of the entire Voting Interests of the Association. Material Alteration or Addition to the Common Elements of individual Condominiums shall be authorized as follows. The Board of Directors may authorize any Material Alteration or Addition which does not exceed ten percent (10%) of the total budget for the Condominium for which the Material Alteration or Addition is proposed. Any Material Alteration or Addition to Common

Amended and Restated Declaration of Condominium
(Page 21 of 50)

Elements of a Condominium exceeding that amount shall be approved by a majority of the Voting Interests of the Condominium present (in person or by proxy) and voting at a meeting of the Association at which a Class Quorum has been obtained. Notwithstanding the foregoing, if any Material Alteration or Addition to Common Elements of an individual Condominium (excepting those which are less than ten percent (10%) of the budget and which may be authorized by the Board and including any change to the exterior color scheme of any Building) are visible from the exterior from the premises of any other Condominium, such Material Alterations or Additions shall be approved by a majority of the Voting Interests of the Association present (in person or by proxy) and voting at a meeting of the Association at which a quorum has been established, or by written agreement of a majority of the entire Voting Interests of the Association, even in classes where the expenses of such Material Alteration or Addition is allocated as a Common Expense of the Condominium. Necessary maintenance of the Common Elements, or Association Property, regardless of the level of expenditure, is the responsibility of the Board of Directors. Cellular antennae and similar apparatus and apparatus to provide communication or internet services as provided in Article 1.13, may be placed on the Condominium Property as authorized by the Board, subject to approval of any other entity that may be required.

9.11 Enforcement of Maintenance. If, after reasonable notice, the Owner of a Unit fails to maintain the Unit or other portions of the Condominium Property as required by the Condominium Documents, or as may be required to comply with law, the Association shall have, without waiver or limitation of other remedies available under the Act or Condominium Documents, the right to enter the Owner's Unit or Common Elements (including Limited Common Elements) and perform or cause performance of the necessary work, and/or institute legal proceedings at law or in equity to enforce compliance, and/or to take any and all other lawful actions to remedy such violation, in which event, the Unit Owner shall be charged for the costs of such activities (including attorneys' fees incurred by the Association) by the Association which shall be secured by a Lien for Charges.

9.12 Damage Caused by Conditions of the Condominium Property. Each Unit Owner shall be liable to the Association and/or other Unit Owners for the expenses of any maintenance, repair or replacement of the Condominium Property, made necessary by his wrongful act, omission, negligence, violation of the Condominium Documents or applicable law, or same by any member of his Family or his or their Occupants, Residents, Guests, Tenants or Invitees. If any condition, defect or malfunction existing within a Unit or Common Elements which the Unit Owner is obligated to insure, maintain, repair, or replace is caused by the Owner's (or his Family member's, Occupant's, Resident's, Guest's, Tenant's or Invitee's) wrongful act, omission, negligence, or failure to comply with the Condominium Documents or applicable law, shall cause damage to the Common Elements, Association Property, or to other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance (including the deductible) and without waiver of any insurer's subrogation rights, and without impairing any coverage obligation which may exist as a matter of law or contract, provided that such responsibility shall be conditioned on the Unit(s) which is/are seeking to impose such

Amended and Restated Declaration of Condominium
(Page 22 of 50)

liability being adequately insured based on local standards and conditions. Further, any claim of a Unit Owner against the Association or another Unit Owner relative to damage to the Condominium Property, to the extent the Association or other Unit Owner might otherwise be liable pursuant to the Condominium Documents or applicable law, shall be predicated upon the Unit Owner making the claim being adequately insured based on local standards and conditions, whether or not individual Unit Owner insurance is mandated by the Act. Should any Unit Owner fail to maintain such insurance, any claim will be reduced to the extent such Unit Owner's insurance, if obtained pursuant to the above-described standards, would have provided coverage or compensation for the loss and without waiving any other remedy of the Association regarding Unit Owner insurance requirements. The requirement that the individual Unit Owner obtain insurance shall not be construed to confer any additional liability or responsibility on the Association or other Unit Owners (without limitation, the Association shall not be obligated to obtain proof of Unit Owner insurance), but is intended to require Unit Owners and the Association to respectively insure risks that are customarily experienced in condominiums located in Florida's coastal communities, condominiums in general, including but not limited to damages occasioned by windstorms, hurricanes, tornadoes, floods, rainstorms, bursting pipes, water seepage and leakage, and mold and mildew, regardless of whether such insurance is legally required. If one or more of the Units is not occupied at the time a damage incident is discovered (regardless of the cause), the Association may, but is not obligated to, enter the Unit(s) without prior notice to the Owner(s) and take reasonable action to mitigate damage or prevent its spread, including without limitation initiating "dry-out" procedures as agent for the Unit Owner, and at the Unit Owner's expense. The Association may, but is not obligated to, repair the damage without the prior consent of the Owner in the event of an emergency, and the Owner shall be responsible for reimbursement of the Association, with the cost being secured by a Lien for Charges. Unit Owners are required to shut off all water valves when the Unit will be unoccupied on an overnight basis, and failure to do so will create a presumption of negligence.

Unit Owners are also required to ensure that electricity, and if separately metered, water and sewer, are always available to service the Unit. If the Unit Owner fails to maintain Utility Services to the Unit, the Association shall have, without waiver of other remedies, the right to enter the Owner's Unit and Limited Common Elements and take any and all lawful actions to make the Utility Services available to service the Unit; in which event, the Unit Owner shall be charged for such activities (including attorneys' fees incurred by the Association) by the Association which shall be secured by a Lien for Charges.

9.13 Combination of Units. Contiguous Units may not be combined in to a single living space.

9.14 Hurricane Protection. The Board of Directors shall adopt hurricane shutter specifications for the Condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code.

Amended and Restated Declaration of Condominium
(Page 23 of 50)

LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

Unit Owners are responsible for the installation, operation, maintenance, repair and replacement of hurricane protection on windows and doors (including sliding glass doors) servicing the Unit. Notwithstanding any provision in this Declaration to the contrary, the Board may, subject to the provisions of the Section 718.113(5)(a) – (d), Florida Statutes (2016), and with the approval of voting interests as may be required by that statute, install and operate hurricane shutters and/or other forms of code compliant hurricane protection (including but not limited to code compliant impact glass, windows, and/or doors), except that a vote of the Owners is not required for such installations on or to building components where the maintenance, repair and replacement of such component is the responsibility of the Association pursuant to this Declaration, and hurricane protection of such components is the responsibility of the Association. The authority conferred by this Section shall apply whether or not such installations constitute a Material Alteration or Addition to the Common Elements. Costs of installation shall be assessed or charged, and credits given, as provided in Section 718.115(1)(e), Florida Statutes (2016).

10. ASSESSMENTS AND CHARGES. Assessments against Owners shall be made by the Board of Directors of the Association, in the manner provided in the Bylaws and as follows, and shall be borne by the Unit Owners on the basis set forth in Article 6 and elsewhere in these Condominium Documents.

10.1 Liability for Assessments and Charges. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments and Charges coming due while he/she is the Unit Owner. Except as provided in Article 10.5, any person or entity which acquires title to a Unit shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and Charges against the predecessor for his/her share of the Charges and Assessments, including interest, late fees, attorneys' fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. The liability for Assessments or Charges may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments or Charges are made.

10.2 Default in Payment of Assessments for Common Expenses or Charges. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall incur a late fee and bear interest in an amount as determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law. The Board may accelerate unpaid Assessments in the manner prescribed by law. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such parcel, with interest, late fees and for reasonable attorneys' fees, as well as costs and expenses of collection incurred by the Association incident to the collection of the Assessment or enforcement of the lien. If prohibited by the Act, no lien may be filed by the Association against a Condominium Unit until thirty (30) days after the date on which a notice of intent to file a lien has been delivered to the Owner, pursuant to the Act. The Association may also accelerate all Assessments or Charges which are accrued, but not yet due, in the manner provided by law. The Association's lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall be signed

Amended and Restated Declaration of Condominium
(Page 24 of 50)

and acknowledged by an Officer or agent of the Association. Upon recording, the Association's claim of lien shall relate back to the date of the filing of the original Declaration of Condominium. Upon payment in full, the Condominium Parcel is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for Assessments or Charges in the manner that a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments or Charges without waiving any claim of lien.

10.3 Notice of Intention to Foreclose Lien. So long as required by law, no foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments or Charges. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments or Charges, including those which have been accelerated (if applicable) and those coming due after the claim of lien is recorded, are paid before the entry of a final judgment or foreclosure, the Association shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this provision are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

10.4 Attachment of Rental Income When Unit is Delinquent. Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws, or applicable law, the Association shall have the following options when payment of Assessments or Charges are in default (more than ten days in arrears). The Association may, without order of the Court, direct rental income (by written notice to the Tenant with copy to Unit Owner) from Units in default to be paid directly to the Association until all outstanding Assessments, Charges, other monetary obligations, interest, late fees, costs, collection expenses, attorneys' fees and receiver's fees, if applicable, are paid in full. As an alternative, the Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct. The Association may choose any of these courses of action, or other remedies as may be prescribed by law or elsewhere in the Condominium Documents, as the Board deems appropriate, without same constituting a waiver or election of remedies.

10.5 First Mortgagee. The priority of the Association's lien and the obligation for payment of past due Assessments or other sums due in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Act.

10.6 Certificate of Unpaid Assessments or Charges. Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments or Charges against him/her with respect to his/her Unit. The Association, its agents, and counsel

Amended and Restated Declaration of Condominium
(Page 25 of 50)

shall be entitled to charge a fee for preparing such information, in amounts established by the Board, or in a management agreement between the Association and a Community Association Management Firm, or based on reasonable and customary fees charged by legal counsel.

10.7 Lien for Charges. Except as prohibited by law, there is created by this Declaration a common law and contractual lien to secure payment for any service which the Association provides for an individual Unit Owner or expenses which the Association incurs in regard to a Unit Owner and which are not otherwise secured by the statutory lien for Common Expenses. By way of example, but not limitation, a Lien for Charges exists to secure repayment to the Association when it must remove or reinstall Unit Owner alterations or items of Unit Owner insurance, maintenance, repair or replacement responsibility in connection with the Association's discharge of its Common Element maintenance responsibilities, or address emergency situations, such as water extraction from a Unit. The Lien for Charges shall be of equal priority to, shall accrue interest and late fees, and shall be foreclosed in the same manner as the Common Expense lien, including the right to recover attorneys' fees, costs and expenses of collection.

10.8 Liens and Encumbrances against Units. The Association shall have the right to satisfy any delinquent lien or other security interest against a Unit, excepting first mortgages, which are superior to the Association's lien, including without limitation unpaid ad valorem taxes. The Association shall have no obligation to satisfy such liens nor ascertain their existence. Prior to paying off a lien against a Unit, the Association shall give the Unit Owner reasonable notice and opportunity to remove the lien. Any such payments made by the Association will be secured by a Lien for Charges.

10.9 Other Remedies. The Board of Directors shall have the authority to impose such other remedies or sanctions permitted by the Act pertaining to non-payment of monetary obligations to the Association. Without limitation, same include suspension of use rights in Common Elements and Association Property; suspension of voting rights; suspension of the right to serve on the Board; the attachment of rental income; denial of lease approval requests; and acceleration.

11. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM. The administration and management of the Condominium shall be by the Association, which shall have by and through its Officers and Directors, such powers, authority and responsibilities as are vested in the Officers and Directors of a corporation not-for-profit under the laws of the State of Florida, including but not limited to those set forth more specifically elsewhere in the Condominium Documents. The Association shall have authority to enter into management and other agreements concerning the matters of common interest through its Officers. The management of the Association and election of the Members to the Board of Directors shall be as set forth in the Bylaws. Without limiting the foregoing, the Association shall have the following rights and powers:

11.1 Unit and Limited Common Element Access. The irrevocable right of access to each Unit and its appurtenant Limited Common Elements during reasonable hours as may be

Amended and Restated Declaration of Condominium
(Page 26 of 50)

necessary for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration, or as necessary to prevent damage to the Common Elements or to any Unit or Units, or to determine compliance with the terms and provisions of this Declaration, the exhibits annexed hereto, and the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time. A pass key must be provided by the Unit Owner to the Association for each Unit entry door, and as may be applicable air conditioning or utility rooms or closets, and the assigned Storage Closet. The Association may utilize a master key system. When a Unit Owner must maintain, repair or replace portions of the Condominium Property as provided herein, and which requires access to another Unit for said purpose, the Unit Owner shall have reasonable right of access which shall be administered through the Association. The Unit Owner upon whose behalf access has been obtained shall be obligated for the expense of repairing any damage to the Condominium Property.

11.2 Assessments and Charges. The power to make and collect regular and special Assessments and other Charges against Unit Owners and to lease, maintain, repair, and replace the Common Elements and Association Property.

11.3 Delegation. The power to enter into contracts with others, for valuable consideration, for maintenance and management of the Condominium Property and Association Property and in connection therewith, or to its Officers and agents, to delegate the powers and rights herein contained, including, without limitation, the making and collecting of Assessments and other Charges against Unit Owners, and perfecting liens for non-payment thereof.

11.4 Regulations. The power to adopt and amend Rules and Regulations regarding the operation of the Association and use, appearance, maintenance, transfer and administration of the Condominium Property and Association Property.

11.5 Acquisition or Transfer of Real or Personal Property; Leasing Common Elements and Association Property. The power to acquire real property and transfer real property owned by the Association or otherwise convey and mortgage real property for the use and benefit of its Members with the same approval of Unit Owners as needed to amend the Declaration. No Unit Owner approval shall be required to acquire, purchase, or mortgage a Unit in connection with foreclosure of a lien or deed in lieu of foreclosure, nor to dispose of such Unit. Leasing of Common Elements or Association Property may be approved by the Board of Directors, as well as the lease fees, use fees, and other fees permitted by the Act or the Condominium Documents. The Board of Directors shall have the authority to acquire personal property and to dispose of same, without need for membership approval.

11.6 Membership Agreements. The power to enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities with the same approval of Unit Owners as needed to amend the Declaration.

Amended and Restated Declaration of Condominium
(Page 27 of 50)

11.7 Fees for Use of Common Elements; Other Fees and Deposits. The power to set fees, pursuant to the Act, the Board of Directors shall have the authority to set use fees for private use of Common Elements or Association Property, as well as the regulations and policies pertaining to such use. The Board of Directors may also establish other fees and deposits determined necessary by the Board. Without limitation, same include: clubhouse/meeting room deposits, use fees and/or clean-up fees; fees for the issuance of parking passes or decals; fees for architectural/engineer review of renovation/alteration plans; contractor damage deposits; and internet service, facsimile service and other services using Association equipment. Nothing in this Declaration shall be construed as obligating the Association to provide any of the aforementioned services.

11.8 Lease of Association Property or Common Elements. The power to lease Association Property or Common Elements, as authorized by the Board of Directors, including, but not limited to, the lease of Building roof areas and other Common Elements for antennas or other telecommunications and similar equipment. No use fee may be charged against a Unit Owner for use of the Common Elements or Association Property except fees set by the Board pertaining to an Owner having exclusive use of the Common Elements or Association Property, or as agreed by the Association and the party leasing Association Property or Common Elements, pursuant to an oral or written Lease agreement, or fees authorized by this Declaration.

11.9 Limitation upon Liability of Association. Notwithstanding the duty to maintain, repair, replace, insure or reconstruct parts of the Condominium Property, the Association is not liable to Unit Owners or any other person for injury or damages of any nature, other than for the cost of maintenance and repair of items for which the Association is otherwise responsible, caused by any progressive, latent or unknown condition of the Condominium Property, nor for any claims for damages or expenses affiliated with the maintenance and repair of the Condominium Property, except incidental damage to Owner property as provided in Article 9.1.3 hereof. The Association shall have no liability for loss of use or inability to inhabit the Condominium Property during work performed by, or at the direction of the Association, when the Board of Directors reasonably believes the property cannot be safely occupied during said period(s) of time. Without limiting the intended generality of the foregoing, the Association shall have no liability for loss of use, loss of rental income, alternative housing or subsistence expenses, or loss of value.

Notwithstanding anything contained herein or in the Condominium Documents or any other document governing or binding the Association, the Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, Occupant or user of any portion of the Condominium Property, including, without limitation, Residents and their Families, Guests, Tenants, Invitees or for any property of any such persons. Without limiting the generality of the foregoing:

11.9.1 It is the express intent of the Condominium Documents that the various provisions thereof which are enforceable by the Association, and which govern or regulate the use of the Condominium Property, have been written, and are to be

Amended and Restated Declaration of Condominium
(Page 28 of 50)

interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Condominium Property and the value thereof; and

11.9.2 The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Lee County, and/or any other jurisdiction or for the prevention of tortious or criminal activities; and

11.9.3 Any provisions of the Condominium Documents setting forth the uses of Assessments which relate to health, safety and or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if Assessment funds are chosen to be used for any such reason.

Each Unit Owner and each other person having an interest in or lien upon, or making any use of, any portion of the Condominium Property shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision.

As used in this section, “Association” shall include within its meaning all of the Association’s Directors, Officers, Committee Members and other persons the Association may be required to indemnify, to the extent and limit of such indemnity, and without waiving, reducing or otherwise modifying coverage obligations or subrogation rights of any insurer.

11.10 Disclaimer, Waiver, and Release of Claims Regarding Mold and Mildew. Each Unit Owner acknowledges that the Condominium is located in a hot, humid climate, which is conducive to the growth of mold and/or mildew. The Board of Directors shall have the authority to adopt reasonable Rules and Regulations regarding maximum or minimum temperatures for Units and/or require that the air conditioning to the Units be set within certain temperature and/or humidity ranges and may require Owners to take such further actions as the Board deems advisable to control humidity and mold and/or mildew growth.

The Association shall not be responsible for the prevention of mold and/or mildew or any damages including, but not limited to, any special or consequential damages, property damages, personal injury, loss of income, emotional distress, death, loss of use, diminution or loss of value of the Unit, economic damages, and adverse health effects relating to, arising from or caused by mold and/or mildew accumulation regardless of the cause of said mold/or mildew.

EACH UNIT OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES LOSSES AND

Amended and Restated Declaration of Condominium
(Page 29 of 50)

EXPENSES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR UNFORESEEN, THAT SUCH PERSON HAS, OR MAY HAVE IN THE FUTURE, IN LAW OR IN EQUITY AGAINST THE ASSOCIATION, ITS OFFICERS, DIRECTORS, AND COMMITTEE MEMBERS, OR ANY PERSON OR ENTITY THE ASSOCIATION IS OBLIGATED TO INDEMNIFY (AND WITHOUT WAIVING, REDUCING OR OTHERWISE MODIFYING COVERAGE OBLIGATIONS OR SUBROGATION RIGHTS OF ANY INSURER), ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH, RELEASE, DISCHARGE, DISPERSAL OR PRESENCE OF MOLD AND/OR MILDEW OR ANY CHEMICAL OR TOXIN SECRETED THEREFROM.

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

12. INSURANCE. The insurance which shall be carried upon the Condominium Property, including the Units, Common Elements, and Association Property, shall be as follows:

12.1 Authority to Purchase Insurance. All insurance policies shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees as their respective interests may appear.

12.2 Coverage.

12.2.1 Property Insurance. Except as otherwise provided herein, the Association shall obtain and maintain fire, wind, general property and extended coverage insurance with a responsible insurance company upon all of the Insurable Improvements of the entire Condominium, including Association Property, the Common Elements (including Limited Common Elements), the Units, and the personal property of the Association, for the replacement value thereof, including coverage for changes in building codes, unless the Board determines that such coverage for changes in building codes is not reasonably available or commercially practicable, and less a commercially reasonable deductible as determined by the Board, provided the Board may exclude landscaping and exterior improvements not customarily insured by condominium associations in the locality, and foundation and excavation costs, in its discretion. The Association shall determine the replacement value of the Insurable Improvements through independent appraisal, at least every 36 months, so long as required by the Act. The Board shall establish deductibles, at a duly noticed meeting of the Board, and shall give notice of such meeting, and determine the deductibles, as required by the Act, so long as required by the Act. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be reasonably available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by the Act. The original policy of insurance shall be held by the Association, and mortgagees shall be furnished, upon request, mortgage endorsements covering their respective

Amended and Restated Declaration of Condominium
(Page 30 of 50)

interests. The word “Building” or “Insurable Improvement” in every property insurance policy issued to protect a Condominium building does not include: personal property in the Unit or Limited Common Elements; Unit floor, wall, or ceiling coverings; Unit or lanai electrical fixtures; appliances; water heaters; water filters; built-in cabinets or countertops; window treatments, including curtains, drapes, blinds, hardware and similar window treatment components; and replacements of any of the foregoing, which are located within the boundaries of a Unit and serve only one Unit. The Unit Owners shall also be responsible to insure all alterations, modifications or additions made to the Unit, Limited Common Elements, or Common Elements by said Unit Owner, or his predecessor in interest or title.

12.2.2 Flood. The Association shall use its best efforts to obtain and maintain adequate flood insurance, for replacement value, less a commercially reasonable deductible as determined by the Board, and less foundation and excavation costs if determined by the Board. The Association will have discharged its responsibility to use its “best efforts” to obtain “adequate” flood insurance if it is able to purchase flood insurance up to the limits available through the National Flood Insurance Program (NFIP), or through any similar federally-sponsored or related program, or through private carriers with similar coverage, for premium rates that are generally commensurate with flood insurance premium rates for condominiums in the local area.

12.2.3 Liability Insurance. The Association shall obtain and maintain public liability insurance covering all of the Common Elements and Association Property and insuring the Association and the Unit Owners as their interest may appear in such amount as the Board of Directors may deem appropriate. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The Unit Owners shall have no personal liability upon such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Unit Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage.

12.2.4 Fidelity Bond. The Association shall obtain and maintain insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term “persons who control or disburse funds of the association” includes, but is not limited to, those individuals authorized to sign checks on behalf of the Association, and the President, Secretary, and Treasurer of the Association.

12.2.5 Worker’s Compensation. Such worker’s compensation coverage as may be required by law, or deemed advisable by the Board.

12.2.6 Other Insurance. Such other insurance as the Board of Directors may from time to time deem to be necessary, including but not limited to Errors and Omissions

Officers and Directors Liability insurance coverage and insurance for the benefit of its employees.

12.3 Deductible and Other Insurance Features. The Board of Directors shall establish the amount of the deductible under the insurance policies, and other features (including but not limited to exclusions), as it deems desirable and financially expedient, in the exercise of its business judgment, and in the method provided by the Act. The deductible and other features shall be consistent with industry standards and prevailing practice for communities of similar size and age, and having similar construction and facilities in the locale where the Condominium Property is situated.

12.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

12.5 Insurance Shares or Proceeds. Insurance proceeds of policies purchased by the Association covering property losses shall be paid to the Association, and all policies and endorsements thereon shall be deposited with the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares:

12.5.1 Common Elements; Proceeds On Account Of Damage To Common Elements. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Expenses appurtenant to the Unit.

12.5.2 Unit; Proceeds On Account Of Damage To Units Shall Be Held In The Following Undivided Shares.

12.5.2.1 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed in the manner elsewhere stated.

12.5.2.2 Common Elements and Units. When both Common Elements and those portions of the Unit insured by the Association are damaged by a common occurrence, the proceeds of insurance shall be allocated between damage to Common Elements, Limited Common Elements, and Units as the Board of Directors shall determine. It shall be presumed that when there are insurance proceeds received on account of a common Casualty or covered cause of loss under the Association's applicable insurance policy, but insufficient proceeds for Casualty or covered cause of loss repair (including but not limited to shortfalls occasioned by the existence of a deductible), that such shortfalls shall first be applied to Common Elements damage, and then to damage to Units and Limited Common Elements, it being the intent of this provision that when there is a common Casualty loss or covered cause of loss under the Association's applicable insurance policy causing significant damage to the

Amended and Restated Declaration of Condominium
(Page 32 of 50)

premises, the shortfalls occasioned by deductibles shall be first apportioned to all Unit Owners in proportion to their share of the Common Elements and not applied first to Unit damage.

12.5.3 Mortgages. In the event that a mortgage endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds.

12.6 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed in the following manner:

12.6.1 Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the Unit Owners, or, at the option of the Board, may be deposited in the Association's reserve fund.

12.6.2 Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed in accordance with the Plan of Termination approved pursuant to Article 19.

12.7 Association as Agent. The Association is irrevocably appointed agent for each Unit Owner and for each Owner of a mortgage or other lien upon any Unit and for each Owner of any other interest in the Condominium Property or any property in which the Association owns an interest, to adjust all claims arising under insurance policies by the Association, and to execute and deliver releases upon the payment of such claim.

13. RECONSTRUCTION AFTER CASUALTY. If any part of the Condominium Property shall be damaged by Casualty or covered cause of loss under the Association's applicable insurance policy, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

13.1 Common Elements. If the damaged improvement is any of the Common Elements, the damaged Common Elements shall be reconstructed or repaired, unless the Condominium is to be terminated as provided elsewhere herein.

13.2 The Building.

13.2.1 Lesser Damage. If the damage renders less than 50% of the Units in the Condominium uninhabitable, as determined by the Board of Directors or governmental agencies of jurisdiction, the damaged property shall be reconstructed or repaired.

13.2.2 Major Damage. If the damage renders more than 50% of the Units in the Condominium uninhabitable, as determined by the Board of Directors or governmental agencies of jurisdiction, the damaged property will be reconstructed or repaired, unless 75% of the entire Voting Interests in the Condominium agree in writing that such reconstruction or repair shall not take place. The decision whether or not to reconstruct or repair shall be made within one hundred eighty (180) days after the Casualty or covered cause of loss under the Association's applicable insurance policy, provided however that the Board of Directors shall have the authority to extend this period for decision-making, not to exceed three (3) years, to deal with exigencies in communication with Unit Owners caused by natural disasters or other significant casualties, or to deal with delays in obtaining information regarding reconstruction costs or insurance proceeds available for reconstruction.

13.2.3 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Building, as set forth in the plans and specifications for the Building, or if not, then according to plans and specifications approved by the Board of Directors, regardless of whether it is a Material Alteration or Addition as described in Article 9.10 and no vote of the Unit Owners shall be required.

13.2.4 Definition of "Uninhabitable." For purposes of this Declaration, "uninhabitable" shall mean that the Board of Directors has concluded that the Condominium Property which the Association is required to insure cannot be restored to the condition (or a better condition) in which it existed prior to the Casualty or covered cause of loss under the Association's applicable insurance policy through available insurance proceeds, plus a special assessment against each Unit Owner not to exceed 10% of the average fair market value of the Units prior to the Casualty or covered cause of loss, as determined by the Board. This calculation shall not include costs affiliated with those items the Unit Owner is obligated to repair or replace, at the Unit Owner's expense. A governmental agency's declaration or order that the Condominium Property may not be occupied for a defined period of time due to safety concerns shall not conclusively establish that Units are uninhabitable, provided that the Units can be made safe for occupancy pursuant to the standards set forth above. In the event of a dispute as to whether or not Units are "habitable," a resolution enacted by the Board shall be binding on all parties, unless wholly arbitrary or contrary to law.

13.3 Responsibility. All reconstruction work after a Casualty or covered cause of loss under the Association's applicable insurance policy for damaged items that the Association insures shall be undertaken by the Association, except that a Unit Owner may undertake reconstruction work on portions of the Unit with the prior written consent of the Board. However, such work, and the disbursement of insurance proceeds, may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, the contract that is used for that purpose, and reasonable verification of appropriate steps to ensure that the work is done and that the contractor is paid for the performance of said work. Unit Owners shall be responsible for reconstructing those items that the Unit Owners are required to insure. All required governmental permits and approvals must be obtained prior to commencing

Amended and Restated Declaration of Condominium
(Page 34 of 50)

reconstruction. Assessments for the cost of the work shall be set forth in Article 13.5 below. If an Owner fails to repair and reconstruct those items that the Unit Owner is responsible for under this Declaration, the Association shall have, without waiver of other remedies, the right to proceed in accordance with Article 9, in which event the Unit Owner shall be charged for the costs of such activities (including attorneys' fees incurred by the Association) by the Association which shall be secured by such rights as exist for collecting Common Expenses under these Condominium Documents i.e., a Lien for Charges.

13.4 Estimates of Costs. After a determination is made to rebuild or repair damage to property for which the Association or Unit Owner has the responsibility of reconstruction and repair, the Association or Unit Owner shall obtain promptly reliable and detailed estimates of the cost to rebuild or repair.

13.5 Assessments. The cost of reconstruction after Casualty for those portions of the Condominium Property required to be insured by the Association shall be considered a Common Expense of the Condominium, pursuant to Section 718.111(11)(j) of the Act. However, any cost of repair, reconstruction or replacement of portions of the Condominium Property that is not caused by a Casualty or covered cause of loss under the Association's applicable insurance policy, as determined by the Board of Directors, shall be repaired, and said costs allocated pursuant to the general maintenance, repair, and replacement provisions of this Declaration.

13.6 Damage Caused By Wear and Tear of the Condominium Property. Damage to the Condominium Property that is not caused by a Casualty, as defined in Article 1.9 or covered cause of loss under the Association's applicable insurance policy, shall be repaired or replaced in accordance with the provisions of Article 9 and shall not be subject to this Article 13.

13.7 Termination of Condominium if Not Reconstructed. If the Owners vote not to reconstruct the Condominium by vote described in Article 13.2.2 hereof, the Condominium shall be terminated in accordance with the procedures set forth in Article 19 hereof.

13.8 Additional Board Authority. In addition to Board authority granted by law and the Condominium Documents, the Board shall have the following power and authority in connection with emergency conditions:

13.8.1 To determine after a Casualty whether the Units can be safely occupied, which decision shall not be conclusive as to the determination of habitability in Article 13.2. Such decision shall be based upon the advice of emergency management officials or a licensed professional.

13.8.2 To declare any portion of the Condominium Property or Association Property unavailable for occupancy by Owners, Family members, Tenants, or Guests after a Casualty, including during the rebuilding process. Such decision by the Board shall be based upon the advice of emergency management officials or a licensed professional (such as an engineer) and can be made only if necessary to protect the health, safety, or welfare of the Association, Owners, Family members, Tenants, or Guests.

Amended and Restated Declaration of Condominium
(Page 35 of 50)

13.8.3 To mitigate damage and take action to prevent the spread of fungus (including but not limited to mold and mildew) by tearing out wet drywall and carpet (even if the Unit Owner is obligated to insure and/or replace those items) and to remove personal property from the Unit and dispose of damaged property or store such property onsite or at an offsite location, with Owners responsible for reimbursing the Association for items for which the Owner is responsible but which may be necessary to prevent further damage. The Association shall bear no liability for such actions, if taken in good faith.

13.8.4 To contract on behalf of Unit Owners, with said Owners responsible to reimburse the Association, for items for which the Owner is responsible but which may be necessary to prevent further damage. Without limitation, this includes debris removal, dry-out of Units and replacement of damaged air conditioners when necessary to provide climate control in the Units. The Unit Owner shall be responsible to reimburse the Association within ten (10) days of the Association's invoice. The Association's right to payment shall be secured by a Common Expense Lien as provided in the Act and actions to collect such sums shall entitle the Association to recover interest, late fees, attorneys' fees, and other costs and expenses of collection.

13.8.5 To implement a disaster plan prior to, during or after an impending disaster including, but not limited to, shutting down elevators, electricity, security systems, and air conditioners.

13.8.6 To adopt, by Board action, emergency assessments with such notice deemed practicable by the Board.

13.8.7 To adopt emergency Rules and Regulations governing the use and occupancy of the Units, Common Elements, Limited Common Elements, and Association property, with notice given only to those Directors with whom it is practicable to communicate.

13.8.8 To enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

13.8.9 To exercise all emergency powers set forth in the Act.

14. OWNERSHIP AND USE RESTRICTIONS. Ownership and use of Condominium Property shall be in accordance with the following use restrictions and reservations:

14.1 Occupancy of Units; Single Family Residence. A Condominium Unit shall be used only as a Single Family residence. As used in the Condominium Documents, "Single Family" means one natural person, a group of two or more natural persons who customarily reside together as a Single Family housekeeping Unit, each of whom is related to each of the others by blood, marriage (or domestic partnership) or adoption, or not more than two persons not so related, who customarily reside together as a single housekeeping Unit. No more than six (6) persons may reside in a Unit. No more than eight (8) persons (including Unit Owners, Tenants, Residents, their Families, Guests or any other Occupants) may sleep overnight in a Unit. For purposes of these Condominium Documents, reside means to sleep in the Unit for more

Amended and Restated Declaration of Condominium
(Page 36 of 50)

than thirty (30) nights during a calendar year. No Unit may be divided or subdivided into a smaller Unit nor any portion sold or otherwise transferred. No person may reside in a Unit as a Unit Owner, Resident, or Family member or for any reason occupy the Unit on an overnight basis for more than thirty (30) days in a calendar year unless said person's occupancy has been specifically approved by the Association, through the Board of Directors. In considering such requests, the Board may consider factors set forth in Article 17 hereof, and may charge a reasonable fee for review of residency requests. Visitation by Guests is further governed by Article 15 of this Declaration. Occupancy by Tenants is further governed by Article 16 of this Declaration. Units may not be used for commercial or business purposes. Unit Owners and Occupants may use Units for "home office" or "telecommuting" purposes, provided that such uses do not involve customers or clients coming onto the Condominium Property, the posting of any signage in the Condominium, the storage of equipment, products, or materials in the Condominium, nor more than two regular deliveries per day of correspondence or similar items from customary express delivery services.

14.2 Nuisance. No nuisance (as reasonably determined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to Residents or Occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its Residents or Occupants. No activity specifically permitted by this Declaration shall be deemed a nuisance.

14.3 Pets. Each Unit Owner or Occupant (regardless of the number of joint Owners or Occupants) may maintain not more than two (2) domestic pets. No pet shall be kept, bred or maintained for any commercial purpose, shall not become a nuisance or annoyance to neighbors and shall first be registered with the Association. No reptiles, "exotic pets" or wildlife shall be kept in or on the Condominium Property (including Units). Unit Owners must pick-up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be kept on a leash no more than six (6) feet in length at all times when outside the Unit and shall not be permitted on outdoor recreations areas (e.g., pool decks). No pets may be kept on lanais when the Owner is not in the Unit. Without limiting the generality of Article 21 hereof, a violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable Rules and Regulations) and/or to require any pet to be permanently removed from the Condominium Property. This Article shall not prohibit the keeping of fish or caged household-type bird(s) in a Unit, provided that a bird(s) is not kept on Limited Common Elements and does not become a nuisance or annoyance to neighbors.

14.4 Alterations. Without limiting the generality of Article 9 hereof, but subject to the proviso contained therein as to hurricane shutters, no Unit Owner shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant thereto or Common Elements, including, but not limited to, painting or other decorating of any nature (other than to the interior of the Unit), installing any electrical wiring, television antenna, machinery, or air-conditioning units or in any manner changing the appearance of any portion of

Amended and Restated Declaration of Condominium
(Page 37 of 50)

the Building, without obtaining the prior written consent of the Association (in the manner provided in Article 9 hereof).

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

14.6 Hurricane Protection. No type of hurricane protection may be installed in or around the Units other than hurricane shutters meeting the specifications (including as to location) adopted by the Board of Directors as required by the Act.

14.7 Exterior Improvements; Landscaping. Without limited the generality of Article 9 or Article 14.4 hereof, but subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, lanais, or windows of the Buildings (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Association.

14.8 Vehicles and Trailers. Except as permitted below, no trucks (including pickup trucks), commercial vehicles, campers, mobile homes, recreational vehicles, motorcycles, boats, watercrafts, boat/watercraft trailers, or other trailers shall be kept on the Condominium Property. For purposes of the foregoing, "commercial vehicles" shall mean those not designed or used for customary personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether the same is a commercial vehicle. The foregoing shall not prohibit, however, (i) the parking of otherwise prohibited vehicles on the Condominium Property in the course of providing services to the Condominium Property, the Occupants thereof or the Association, (ii) unmarked pick-up trucks of no more than one-half (1/2) ton capacity parking in a carport, or (iii) vans with windows which contain seating for at least four (4) persons, provided that such vans and trucks shall not bear commercial-type lettering or graphics. All vehicles kept on the Condominium Property shall be operational and in good condition. In the event of doubt or dispute as to whether a vehicle is prohibited by this Article, the good-faith determination of the Board of Directors shall be binding and conclusive.

All persons are hereby advised to consult with the Association and the Community Association (which may have its own vehicle restrictions) prior to bringing any vehicle upon the Condominium Property.

Amended and Restated Declaration of Condominium
(Page 38 of 50)

14.9 Relief by Association. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Article 14 for good cause shown.

14.10 Changes in Permitted Uses. No amendments to this Article 14, any other provision of this Declaration governing the use of Units or the Common Elements or to any Rules and Regulations of the Association shall operate to prohibit the keeping of a pet, parking of a vehicle or leasing or occupancy of a Unit where the same was (i) permitted prior to the effectiveness of the amendment, (ii) being conducted in reliance on such permissibility and (iii) is continuing with the same pet, vehicle, lessee or Occupant as existed prior to the effectiveness of the amendment. Likewise, no improvement made to or about any Unit (e.g., the installation of hurricane shutters) which was permitted at the time of its making shall be required to be removed by virtue of a change in the permissibility of such types of improvements.

14.11 Additional Restrictions. Additional use, transfer, and other restrictions are contained in the Rules and Regulations, which may be amended from time to time by the Board of Directors. Amendments to the Rules and Regulations may, but need not be recorded in the Public Records. Additional use, transfer and other restrictions are also contained elsewhere in the Condominium Documents.

15. GUEST OCCUPANCY. A “Guest” is defined as a person who enters upon the Condominium Property at the invitation of a Unit Owner or Tenant, (or their respective families) for the purpose of visiting the Unit Owner or Tenant (or their respective families), occupying the Condominium Unit for less than thirty (30) days during any calendar year, or utilizing the Condominium Property. Use or visitation without consideration (payment) distinguishes a Guest usage from a tenancy. Any person occupying a Unit for more than thirty (30) days in a calendar year regardless of whether any consideration is paid, shall not be considered a Guest, and may be considered a Resident or Tenant, as and if deemed appropriate by the Board. There are various types of Guest uses, which are regulated as follows:

15.1 Non-Overnight Visitation by Guests When Unit Owner or Tenant is in Residence. There is no restriction against day visits by Guests, provided that same does not create a nuisance or annoyance to other Condominium Residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict or prohibit Guest visitation by persons who have committed nuisances upon the Condominium Property or otherwise violated the Condominium Documents in the past, and persons who have been convicted of or pled no contest to a felony, including but not limited to registered sex offenders and persons who have been convicted of or pled no contest to narcotic offenses. Non-overnight Guests need not be registered with the Association, but may be subject to access control protocols or procedures used generally, if any. Non-overnight Guests shall be entitled to use the Association facilities only when accompanied by the Unit Owner or Tenant (or an adult, resident Member of the Unit Owner’s or Tenant’s Family), unless otherwise approved by the Board of Directors. The Board may establish additional restrictions on non-overnight Guest usage of Condominium facilities, including but not limited to the maximum numbers of Guests who may use common facilities.

Amended and Restated Declaration of Condominium
(Page 39 of 50)

15.2 Overnight Guests When Unit Owner or Tenant is in Residence. Unit Owners and Tenants (and their respective Families) may have related or unrelated overnight Guests, so long as the Unit Owner or Tenant is in simultaneous residence in that Unit. There is no requirement for registration of overnight Guests with the Association when the Unit Owner or Tenant is simultaneously occupying the Unit. The Association may restrict or prohibit Guest visitation by persons who have committed nuisances upon the Condominium Property or otherwise violated the Condominium Documents in the past, and persons who have been convicted of or pled no contest to a felony, including but not limited to registered sex offenders and persons who have been convicted of or pled no contest to narcotic offenses. No more than eight (8) persons (including the Unit Owners, Tenants, Residents, their Families, Guests or any other Occupants) may sleep overnight in a Unit.

15.3 Non-Overnight Guests in the Absence of the Unit Owner or Tenant. Unit Owners and Tenants are not permitted to have non-overnight Guests when the Unit Owner or Tenant is absent from the Condominium. Unit Owners and Tenants may have Units inspected by caretakers, friends or relatives. However, such individuals shall not be permitted to use Condominium facilities, such as recreational facilities (including but not limited to the pool and parking areas).

15.4 Overnight Guests in the Absence of the Unit Owner or Tenant. Tenants are not permitted to have overnight Guests (related or non-related) in the absence of the Tenants' simultaneous residence. Unit Owners are permitted to have overnight Guests in the absence of the Unit Owner subject to the following conditions, and such other Rules and Regulations as may be deemed necessary by the Board to effectuate the residential, non-transient nature of this Condominium. The Association may restrict or prohibit Guest visitation by persons who have committed nuisances upon the Condominium Property or otherwise violated the Condominium Documents in the past, and persons who have been convicted of or pled no contest to a felony, including but not limited to registered sex offenders and persons who have been convicted of or pled no contest to narcotic offenses.

15.4.1 Non-Related Overnight Guests in the absence of the Unit Owner will be limited to two (2) occupancies per calendar year with a maximum stay of seven (7) days per occupancy. The limitation on Unit density in Article 15.2 applies. Ten (10) days prior notice to the Association is required.

15.4.2 Related Overnight Guests may occupy a Unit in the absence of the Unit Owner. For the purpose of this provision, "related" means at least one adult who is occupying the Unit on an overnight basis, in the absence of the Unit Owner, is related to the Unit Owner or Primary Occupant (by blood, marriage, domestic partnership or adoption) to the following degree: parent, grandparent, child, grandchild, or sibling. The limitation on Unit density in Article 15.2 applies. Ten (10) days prior notice to the Association is required.

15.5 Additional Board Authority. The Board may promulgate such rules, policies, and procedures as are necessary to implement this Article. The Board may, at a duly-noticed

Amended and Restated Declaration of Condominium
(Page 40 of 50)

meeting, temporarily suspend or permanently ban a Guest from entering the Condominium Property if the Board finds that such person has engaged in a serious violation of the Condominium Documents or applicable law upon the Condominium Property, or has engaged in systematic violations of the Condominium Documents or applicable law upon the Condominium Property. Prior to the imposition of such suspension or ban, the Owner of a Unit shall be given at least fourteen (14) days' notice of an opportunity before a hearing before the Board of Directors to show cause why the suspension or ban should not be imposed. The decision of the Board shall be final and shall not be subject to any requirement for a hearing before any type of Committee. In the event that Unit Owners are suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as guest occupancies, the Association may require proposed Guest Occupants to submit proof of familial relationship, an affidavit as to absence of payment for the right to occupy the premises, or other proof that the leasing provisions of Article 16 are not being violated.

16. LEASING. The lease of a Unit is defined as occupancy of the Unit by any person other than the Unit Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value). The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration. The term "Tenant" and "Lessee" shall likewise be used interchangeably. All leases must be in writing. Should a Unit Owner lease his Unit, he shall, if so requested by the Association or as may be required by Rule of the Board, furnish the Association with a copy of the lease, the name of the Lessee, the names of all Residents and such other information as the Association may reasonably require. Any person occupying the Unit as a Resident after initial registration shall be subject to a separate registration process. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing are prohibited. All leases shall be for a minimum period of thirty (30) days.

16.1 Tenant Conduct; Remedies. All leases are deemed to provide that the Tenants have read and agreed to be bound by the Condominium Documents. Any violation of the Condominium Documents shall constitute a material breach of the lease and subject the Tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a Tenant, Resident, other Unit Occupant, Guest or Invitee fails to abide by the Condominium Documents, the Unit Owner(s) shall be responsible for the conduct of the Tenants, Residents, Occupants, Guests or Invitees and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Unit Owner shall have the duty to bring his Tenant's conduct (and that of the other Unit Residents, Occupants, Guests or Invitees) into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct of the Tenant into compliance with the Condominium Documents in a manner deemed acceptable by the Association, or in other circumstances as may be determined by the Board, the Association shall have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the Tenants' noncompliance with the Condominium Documents (or the noncompliance of other Residents, Occupants, Guests or Invitees), including

Amended and Restated Declaration of Condominium
(Page 41 of 50)

without limitation the right to institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the Unit Owner. The Association shall have the right to recover any costs or fees, including attorneys' fees, incurred in connection with such actions, from the Unit Owner which shall be secured by a continuing lien in the same manner as assessments for Common Expenses, to wit, secured by a Lien for Charges. Any uniform lease or lease addendum will provide, and all leases will be deemed to provide that the Association shall have the authority to direct that all rental income related to the Unit be paid to the Association until all past due and current obligations of the Association have been paid in full, including but not limited to all past due Assessments, Charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection.

16.2 Liability. The liability of the Unit Owner under the Condominium Documents shall continue notwithstanding the fact that he may have leased or rented his interest in the Unit as provided herein.

17. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial Unit Owners who are financially responsible, and thus protect the value of the Units, the use and transfer of Units by any Owner shall be subject to the following provisions as long as the Condominium exists upon the land, which provisions each Unit Owner covenants to observe:

17.1 Forms of Ownership:

17.1.1 Ownership by Individuals. A Unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

17.1.2 Co-Ownership. Co-ownership of Units may be permitted. If the co-owners are other than spouses or Domestic Partners, the Owner(s) must within ten (10) days of taking title designate one natural person as "Primary Occupant." Two persons may, in the discretion of the Board and upon request, be each designated as "Primary Occupants" so long as such persons are spouses or Domestic Partners. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the Unit may be used as a short-term or transient accommodations for several entities, individuals or families as a timeshare, a shared Unit, fractional ownership, or used as Guest accommodations for employees, customers, or Guests of Units owned by business entities, religious, or charitable organizations, and the like. The use of the Unit by other persons shall be as if the Primary Occupant was the only actual Owner. The Primary Occupant shall be the person entitled to vote on behalf of the Unit, and exercise rights of membership. No more than four (4) changes in Primary Occupant will be approved in any calendar year, except in connection with title transfers. No time share estates may be created. "Unit Sharing" by multiple families and "Fractional Ownership" are prohibited.

17.1.3 Ownership by Corporations, Partnerships, Limited Liability Companies, Trusts, or Other Artificial Entities. A Unit may be owned in trust, or by a corporation, partnership, limited liability company, or other entity which is not a natural person. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to

create circumstances in which the Unit may be used as a short-term or transient accommodations for several entities, individuals or families as a timeshare, a shared Unit, fractional ownership, or used as Guest accommodations for employees, customers, or Guests of Units owned by business entities, religious, or charitable organizations, and the like. Partnerships, trusts, corporations, limited liability companies, or other artificial entity Owners must designate a Primary Occupant in the same matter as set forth in Article 17.1.2. No more than four (4) changes in designation of Primary Occupant will be approved in any twelve (12) month period.

17.1.4 Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved as provided below. In that event, the life tenant shall be the only Member from such Unit, and occupancy of the Unit shall be as if the life tenant were the only Owner. The life tenant shall be liable for all Assessments and Charges against the Unit. Any vote, consent, or approval required by the Condominium Documents or law may be given by the life tenant alone, and the vote, 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 and other rights and obligations.

17.2 A copy of the deed or other instrument of conveyance must be provided to the Association within ten (10) days of the date such instrument was recorded.

18. METHOD OF AMENDMENT OF DECLARATION. Except as elsewhere provided otherwise, this Declaration may be amended in the following manner:

18.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

18.2 Proposed Amendment Format. Proposals to amend the existing Declaration of Condominium shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM. SEE ARTICLE NUMBER FOR PRESENT TEXT."

18.3 Notice. The subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

18.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of two-thirds (2/3rds) of the Voting Interests in this Condominium present (in person or by proxy) and voting at a duly noticed meeting where at least one-third (1/3rd) of the Voting Interests in this Condominium are represented (in person or by proxy) at such meeting, or by the written agreement of two-thirds (2/3rds) of the entire Voting Interests in this Condominium. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Condominium Documents, may be

Amended and Restated Declaration of Condominium
(Page 43 of 50)

executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

18.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Lee County Public Records according to law.

18.6 Automatic Amendment. Whenever the Act, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in this Declaration, the Board may operate the Association pursuant to the less stringent requirements without the need to change this Declaration. The Board of Directors, without a vote of the Owners, may also adopt by majority vote, amendments to this Declaration as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

18.7 Proviso. No amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

19. TERMINATION.

19.1 The Condominium may be terminated under any one of the following alternatives:

19.1.1 Termination Because of Economic Waste or Impossibility. Notwithstanding anything to the contrary in this Declaration, the condominium form of ownership may be terminated by a plan of termination approved by the percentage of Voting Interests necessary to amend the Declaration when:

- the total estimated cost of repairs necessary to restore the improvements to their former condition or bring them into compliance with applicable laws or regulations exceeds the combined fair market value of all Units in the Condominium after completion of the repair; or
- it becomes impossible to operate or reconstruct the Condominium in its prior physical configuration because of land use laws or regulations.

It is the intent of this provision to incorporate Section 718.117(2) of the 2016 version of the Act.

19.1.2 Optional Termination. Except as provided in Article 19.1.1, the condominium form of ownership may be terminated pursuant to a plan of termination approved by at least eighty percent (80%) of the total Voting Interests of the Condominium if not more

Amended and Restated Declaration of Condominium
(Page 44 of 50)

than ten percent (10%) of the total Voting Interests of the Condominium have rejected the plan of termination by negative vote or by providing written objections thereto. It is the intent of this provision to incorporate the provisions of Section 718.117(3) of the 2016 version of the Act.

19.1.3 Very Substantial Damage. If the Condominium suffers major damage as defined in Article 13, which shall mean that more than one-half the Units in the Condominium are rendered uninhabitable as determined in the sole discretion of the Board of Directors, the Condominium may be terminated if seventy-five percent (75%) of the total Voting Interests in the Condominium vote to approve a plan of termination.

19.1.4 Mortgage Lienholders. Notwithstanding any provision to the contrary in this Declaration or the Act, approval of a plan of termination by the holder of a recorded mortgage lien affecting a Condominium Parcel is not required unless the plan of termination would result in less than the full satisfaction of the mortgage lien affecting the Condominium Parcel. If such approval is required and not given, a holder of a recorded mortgage lien who objects to a plan of termination may contest the plan as provided in Section 718.117(16) of the 2016 version of the Act.

19.2 Procedures for Termination and Sale. The termination of the Condominium via either of the methods set forth in 19.1.1 through 19.1.3 herein shall be as set forth in Section 718.117(4) – (20) of the 2016 version of the Act.

19.3 Amendment. This Article 19 may be amended in the same manner in which this Declaration may be amended generally, as set forth in Article 18.

20. CONDEMNATION.

20.1 Awards. 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 Unit Owners, the Unit Owners shall deposit the awards with the Association, and if any fail to do so, a special assessment shall be made against a defaulting Unit Owner in the amount of this award, or the amount of the award shall be set off against any sums payable to that Owner.

20.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be decided in the same manner as repair after Casualty as set forth in Article 13 hereof.

20.3 Distribution of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will 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, the size of the Condominium may be reduced. The Owners of condemned Units, if any, will share in awards and special assessments as provided below.

Amended and Restated Declaration of Condominium
(Page 45 of 50)

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

20.5 Units Reduced but Habitable. If the taking 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:

20.5.1 Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.

20.5.2 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 mortgagee(s).

20.5.3 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 Unit 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.

20.6 Units Not Habitable. If the taking of any entire Unit or so reduces the size of the Unit 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:

20.6.1 Payment of Award. The condemnation award 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).

20.6.2 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 all Unit Owners in the manner approved by the Board of Directors.

20.6.3 Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner and to recondition the remaining portion of the Unit, the amount required for those purposes shall be raised by special assessment against all of the Unit Owners who will continue as Owners of any Unit after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Expenses after the changes effected by the taking.

Amended and Restated Declaration of Condominium
(Page 46 of 50)

20.7 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 the manner approved by the Board of Directors. The balance of such awards, if any, may be returned to the Unit Owners or used by the Association as the Board may determine.

20.8 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements that are necessitated by condemnation, shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Board.

21. COMPLIANCE AND DEFAULT.

21.1 Duty to Comply; Right to Sue. Each Unit Owner, his Family, Tenants, Guests, Invitees and all Unit Occupants 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, or for failure to comply may be brought by the Association or by a Unit Owner against:

21.1.1 The Association. The Association may, but shall not be required to, seek enforcement of the Condominium Documents. Without limiting the intended generality of the foregoing sentence, the Board shall have the discretion, without further liability to the Association, to decline to take action in cases as to which legal counsel has advised of a reasonable probability of failure on the merits, or in situations which involve disputes, complaints, or allegations of violation of the Condominium Documents involving the interest of the Owners of two different Units, including but not limited to noise complaints, nuisance allegations, and the like;

21.1.2 A Unit Owner; or

21.1.3 Anyone who occupies a Unit as a Unit Owner, Family member, Tenant, Occupant or Guest. Unit Owners shall be jointly and severally liable for violations of the Condominium Documents by their Family members, Tenants, Guests, Invitees and Unit Occupants.

21.2 Attorneys' Fees. In any legal proceeding arising out of an alleged failure of a Unit Owner, Family member, Tenant, Guest, Invitee, Occupant 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 and expenses of the proceeding and a reasonable attorneys' fee before trial, at trial and on appeal.

21.3 No Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owners under any terms, provisions, covenants, or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from

Amended and Restated Declaration of Condominium
(Page 47 of 50)

exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, or at law or in equity.

21.4 Waiver of Application of Condominium Documents. The Association shall have the right to waive the application of one or more of the covenants or restrictions of the Condominium Documents, or to permit a deviation from said covenants or restrictions, as to any Unit where, in the discretion of the Board, hardship circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event the Association fails to enforce violation of said covenants or restrictions, such actions or inactions shall not be deemed to prohibit nor restrict the right of the Association, or any other person having the right to enforce said covenants or restrictions, from insisting upon strict compliance with respect to all other Units, nor shall any such actions be deemed a waiver of any of the covenants or restrictions contained in the Condominium Documents as same may be applied in the future.

21.5 Notice of Lien or Suit.

21.5.1 Notice of Lien. A Unit Owner shall give written notice to the Association of every lien upon his Unit, other than for permitted first mortgages, taxes and special assessments, within five (5) days after the Unit Owner receives actual notice of the attachment thereof.

21.5.2 Notice of Suit. A Unit Owner shall give written notice to the Association of every suit or other proceeding which may affect the title to his Unit, or impose liability on the Association, within five (5) days after the Unit Owner receives actual knowledge thereof.

21.5.3 Failure to Comply. Failure of an Owner to comply with this Article 21.5 will not affect the validity of any judicial suit; however, the failure may render the Owner liable to any party injured by such failure.

22. THE COMMUNITY ASSOCIATION. Lexington Community Association, Inc. (same being defined herein as the “Community Association”) has been created to administer the Community Covenants and, generally, to operate, administer, regulate the use of, and maintain and repair the “Common Areas” of all types under the Community Covenants. In addition to the Unit Owners, owners of other residential units (and possibly other parties) will be members of the Community Association and, as such, shall have the right of access to and use of the Common Areas. The following provisions have been included herein, and shall be interpreted and enforced, in order to further the purposes of the Community Association and the Community Covenants:

22.1 Maintenance. The Community Association shall, per the Community Covenants, maintain the following portions of, or installations with, the Common Elements: grass and landscaping, pavement (including painting thereon), curbs and parking bumpers (if any), the common irrigation system, street lights and directional and identifying signage.

Amended and Restated Declaration of Condominium
(Page 48 of 50)

22.2 Assessments and Collections. Assessments levied by the Community Association shall be the responsibility of the Unit Owners individually and not Common Expenses hereunder. However, the Association may enter into an agreement with the Community Association whereunder the Association may collect the Assessments of the Community Association for Unit Owners, or vice versa.

22.3 Amendments. Notwithstanding anything contained in this Declaration or the Articles of Incorporation, Bylaws or Rules and Regulations of the Association to the contrary, no amendment to any of said documents shall be effective as against the Community Association if same alters, impairs or prohibits the rights of the Community Association or its Members unless the Community Association consents thereto.

22.4 Non-Discrimination. Neither the provisions of this Declaration nor those of the Articles of Incorporation, Bylaws or Rules and Regulations of the Association shall be interpreted or enforced in a manner which discriminates against the Community Association or its members (particularly, but without limitation, its members who are not Unit Owners) or Members of the Association entitled to use any portion of the Common Elements.

23. MISCELLANEOUS PROVISIONS.

23.1 Covenants Running with the Land. The covenants and restrictions as herein contained, or forming a part of the Condominium Documents, shall be deemed to run with the land and shall run perpetually unless terminated or amended as provided herein.

23.2 Savings Clause. If any provision of the Condominium Documents hereto, as the same now exist or as may be later amended or any portion thereof, shall be held invalid by any Court, or other governmental agency with proper authority to so hold, the validity of the remainder of said Condominium Documents shall remain in full force and effect.

23.3 Heirs, Successors and Assigns. These Condominium Documents shall be binding upon the heirs, nominees, successors, administrators, executors and assigns of all Unit Owners.

23.4 Notices. All notices shall be given as provided in the Bylaws.

23.5 Compliance with Fair Housing Laws. There shall be no limitation upon sale, lease, or occupancy of any Unit based upon race, creed, color, sex, religion, national origin, handicap, or familial status. The Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Condominium Documents, when necessary to afford handicapped individuals the opportunity to enjoy the Condominium premises, or to comply with other legal requirements.

23.6 Conflicts. In the event of a conflict between any provision of the Condominium Documents and the Condominium Act, the Condominium Act shall control, except in cases where the Act permits the Condominium Documents to regulate the subject, in which case the

Amended and Restated Declaration of Condominium
(Page 49 of 50)

Condominium Documents will control. In the event of a conflict between this Declaration and the other Condominium Documents, same shall be governed as provided in the Bylaws.

23.7 Interpretation. The Board of Directors shall be responsible for interpreting the provisions of the Condominium Documents. The Board's interpretations shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Association's legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the interpretation as valid.

23.8 Captions and Headings. The headings and captions used in the Condominium Documents are solely for convenience sake and shall not be considered a limitation of any nature in interpreting the Condominium Documents.

23.9 Waiver. The failure of the Association to enforce any right, provision, covenant, or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

23.10 Plurality; Gender. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

ACTIVE: 9304405_2

Amended and Restated Declaration of Condominium
(Page 50 of 50)

LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

APRIL 09, 1996
JOB NO. 2100.1

EXHIBIT I

LEGAL DESCRIPTION
WATERFORD AT LEXINGTON, CONDOMINIUM NO. 2
SECTION 9, TOWNSHIP 46 SOUTH, RANGE 24 EAST

TWO PARCELS OF LAND SITUATED IN SECTION 9, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY FLORIDA, SAID PARCELS BEING PART OF THE LANDS PLATTED AS "LEXINGTON COUNTRY CLUB" AS RECORDED IN PLAT BOOK 56, PAGES 59 - 68, IN LEE COUNTY FLORIDA, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS;

PARCEL W2-15: PART OF DESIGNATED TRACT 15 OF LEXINGTON COUNTRY CLUB, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE ORIGINAL LINE OF TRACT 15 (OF WHICH THIS IS A PART), THENCE THROUGH SAID TRACT 15,

SOUTH 74D 25'28" EAST 220.81 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MILLSTONE CIRCLE (35' WIDE), THENCE WITH SAID ROAD R/W;

AROUND A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 03D 15'57" AN ARC DISTANCE OF 64.09 FT CHORD BEARING OF SOUTH 15D 20'36" WEST A DISTANCE OF 64.09 FT TO A POINT, THENCE S 13D42'38" W A DISTANCE OF 92.33' TO A POINT, THENCE AROUND A CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 22D41'13", AN ARC DISTANCE OF 204.91', A CHORD BEARING OF S 02D22'01" W, A DISTANCE OF 203.58' TO A POINT, THENCE S 63D02'41" W A DISTANCE OF 225.24' TO A POINT
THENCE N 14D59'42" W A DISTANCE OF 116.73' TO A POINT
THENCE N 00D21'23" E A DISTANCE OF 135.76' TO A POINT
THENCE N 13D34'40" E A DISTANCE OF 275.47' TO THE POINT OF BEGINNING.

CONTAINING 2.260 ACRES MORE OR LESS

PARCEL W2-16: PART OF DESIGNATED TRACT 16 OF LEXINGTON COUNTRY CLUB, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE ORIGINAL LINE OF TRACT 16 (OF WHICH THIS IS A PART), THENCE THROUGH SAID TRACT 16, N 74D25'28" W A DISTANCE OF 222.06' TO A POINT ON THE EAST RIGHT OF WAY LINE OF MILLSTONE CIRCLE (35' R/W) THENCE WITH SAID RIGHT OF WAY, AROUND A CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03D18'39", AN ARC DISTANCE OF 62.96' A CHORD BEARING OF S 15D21'57" W A DISTANCE OF 62.95' TO A POINT
THENCE S 13D42'38" W A DISTANCE OF 92.33' TO A POINT, THENCE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23D06'25" AN ARC DISTANCE OF 194.59', A CHORD BEARING OF S 02D09'25" W A DISTANCE OF 193.27' TO A POINT
THENCE S 09D23'47" E A DISTANCE OF 384.47' TO A POINT
THENCE N 80D36'13" E A DISTANCE OF 221.14' TO A POINT
THENCE N 08D04'58" W A DISTANCE OF 69.51' TO A POINT
THENCE N 07D28'58" W A DISTANCE OF 81.42' TO A POINT

OR2765 P60166

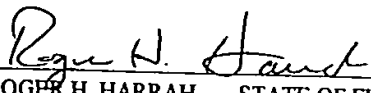
THENCE N 08D28'01" W A DISTANCE OF 147.80' TO A POINT
THENCE N 09D17'53" W A DISTANCE OF 79.06' TO A POINT
THENCE N 01D32'23" E A DISTANCE OF 118.91' TO A POINT
THENCE N 09D08'29" E A DISTANCE OF 76.42' TO A POINT
THENCE N 17D16'37" E A DISTANCE OF 61.84' TO THE POINT OF BEGINNING

CONTAINING 3.553 ACRES MORE OR LESS

(SEE ATTACHED "BOUNDARY SKETCH")

I hereby certify that this BOUNDARY DESCRIPTION was made under my supervision in accordance with the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17, F.A.C. pursuant to section 472.027 Florida Statutes.

(Not valid unless embossed with surveyors seal)



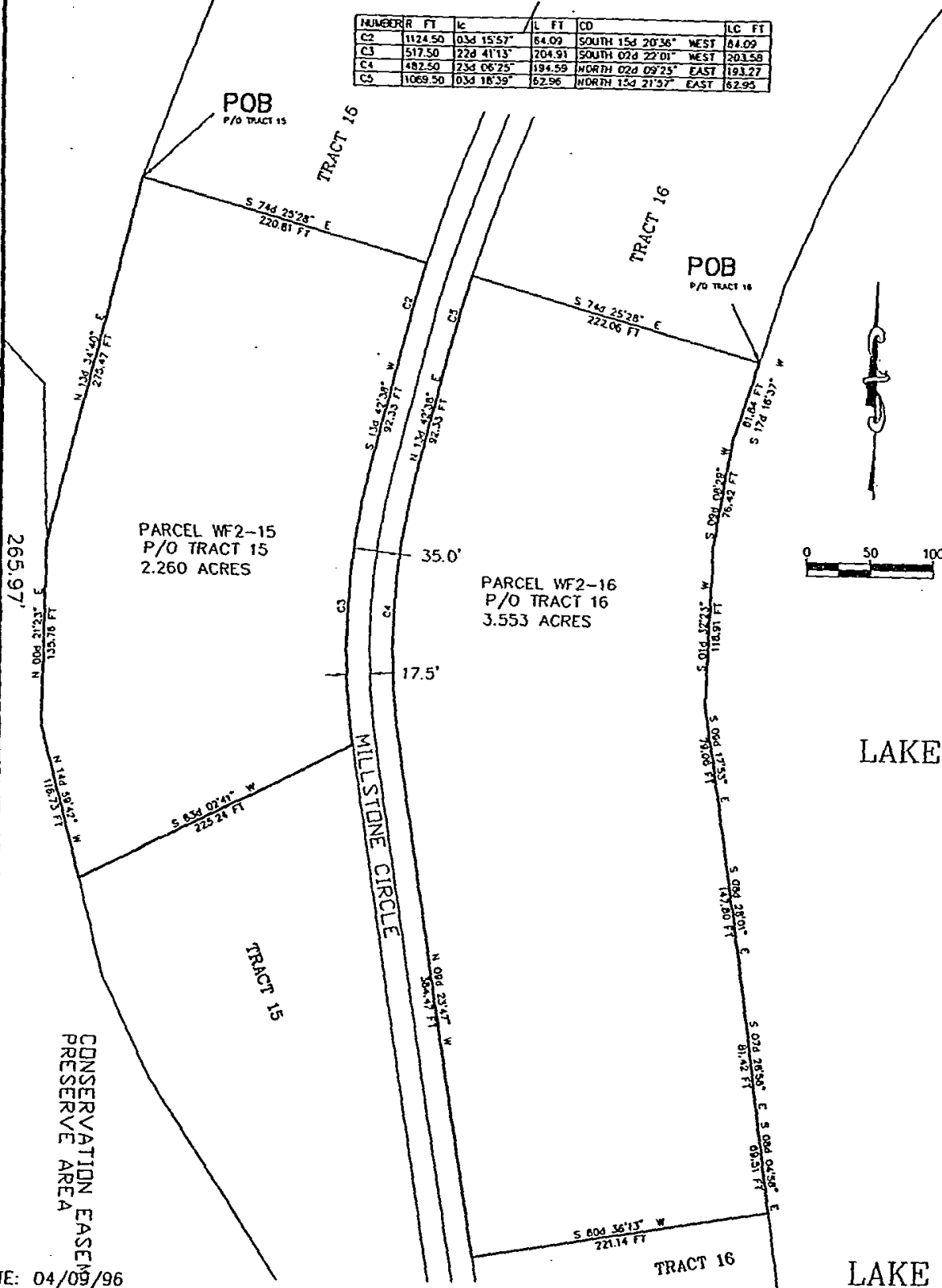
ROGER H. HARRAH STATE OF FLORIDA LS#5294

DATE SIGNED: 04-10-76

OR2765 PG0167

NUMBER	R FT	LC	L FT	CD	LC FT
C2	1124.50	03d 15'57"	64.09	SOUTH 15d 20'36" WEST	64.09
C3	517.50	22d 41'13"	204.91	SOUTH 02d 23'01" WEST	203.58
C4	482.50	23d 06'25"	194.59	NORTH 02d 09'25" EAST	193.27
C5	1069.50	03d 18'39"	62.96	NORTH 15d 21'37" EAST	62.95

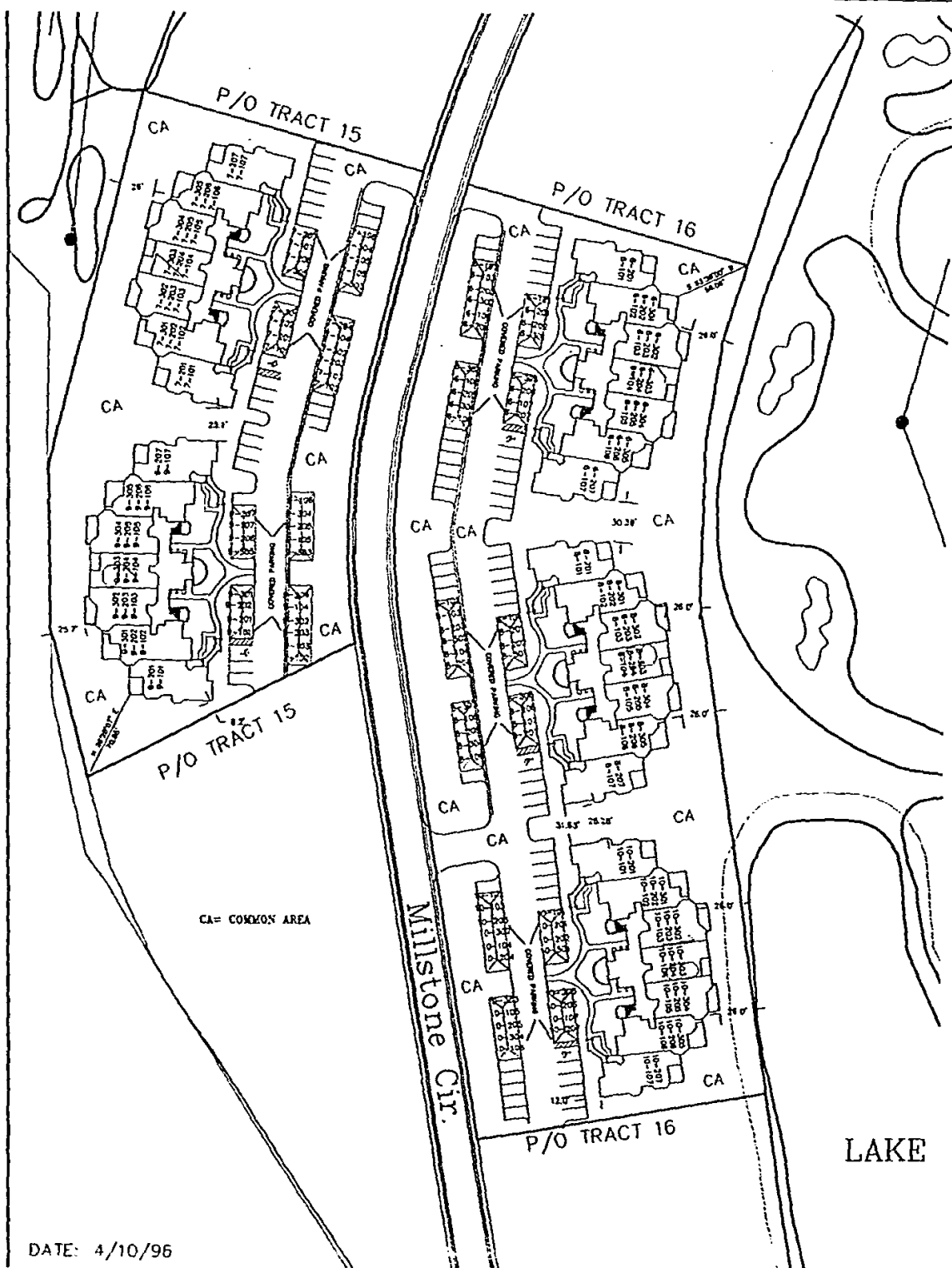
WEST LINE OF LEXINGTON COUNTRY CLUB PLAT BOOK 24 PAGES 29 - 34



DR2765 P0168

CES COMMUNITY ENGINEERING SERVICES, INC.
 civil engineering • planning • project management
 8200 Bonita Beach Road Suite 209
 Bonita Springs, Florida 33923
 Telephone (813) 445-0008 Fax (813) 445-7034

SKETCH OF DESCRIPTION SHEET 1 of 1
 FOR
 WATERFORD AT LEXINGTON CONDOMINIUM NO. 2
 PART OF TRACTS 15 AND 16 OF LEXINGTON COUNTRY CLUB



DR2765-PG0169

DATE: 4/10/96

CA= COMMON AREA

Millstone Cir.

LAKE

CES COMMUNITY ENGINEERING SERVICES, INC.
 Civil Engineering • Planning • Project Management
 9200 Bonita Beach Road, Suite 213
 Bonita Springs, Florida 33923
 Telephone • (813) 495-0309 Fax (813) 495-7934

**WATERFORD AT LEXINGTON,
 CONDOMINIUM No. 2**
 PROPOSED SITE PLAN
 P/O TRACTS 15 & 16

EXHIBIT 2
 SHEET 1 of 1

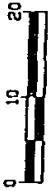
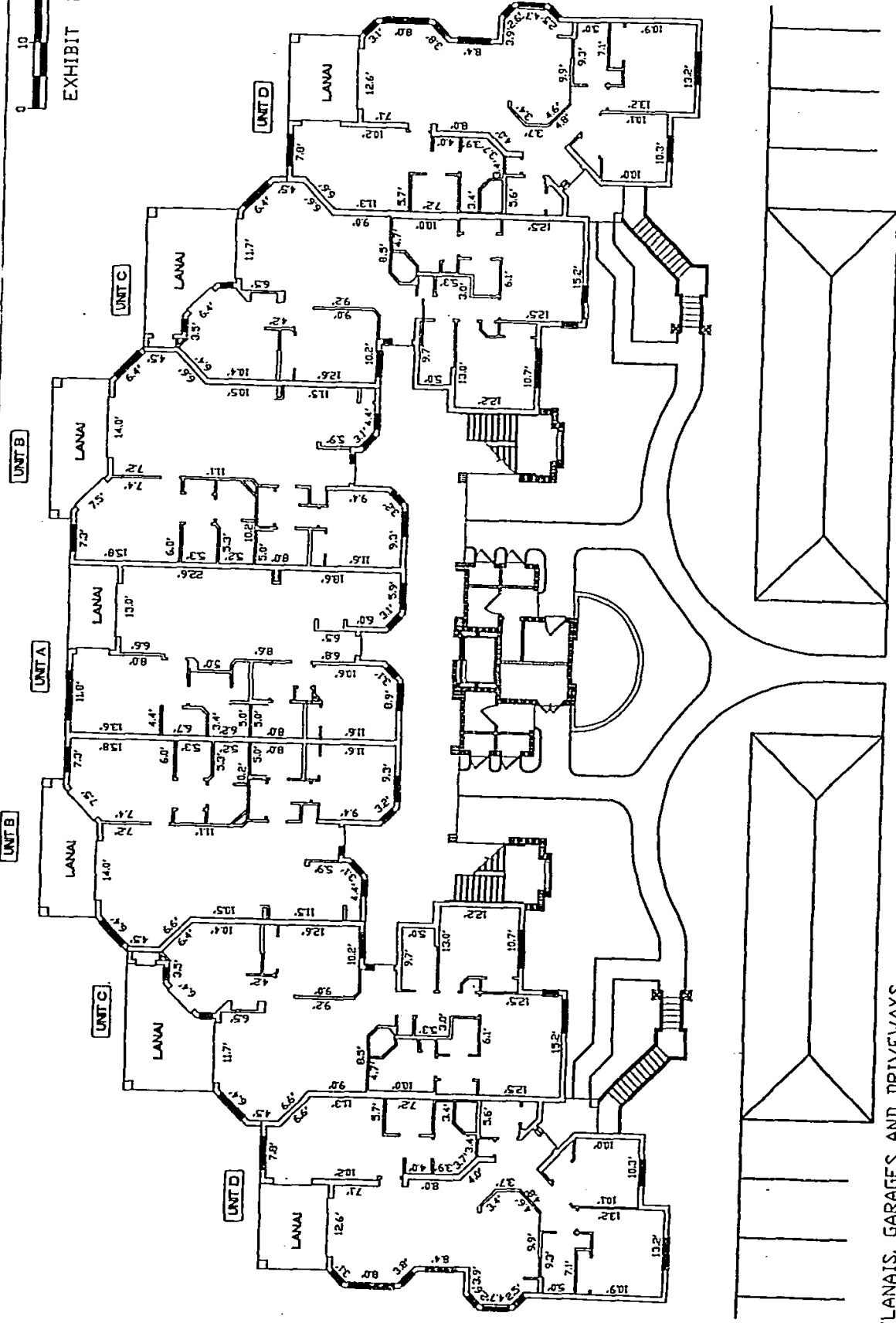


EXHIBIT 2



FIRST FLOOR BUILDING PLAN

LANAIS, GARAGES AND DRIVEWAYS ARE LIMITED COMMON ELEMENTS.

OR2765-860170
CONDOMINIUM No. 2

WATERFORD AT LEXINGTON,
CONDOMINIUM No. 2

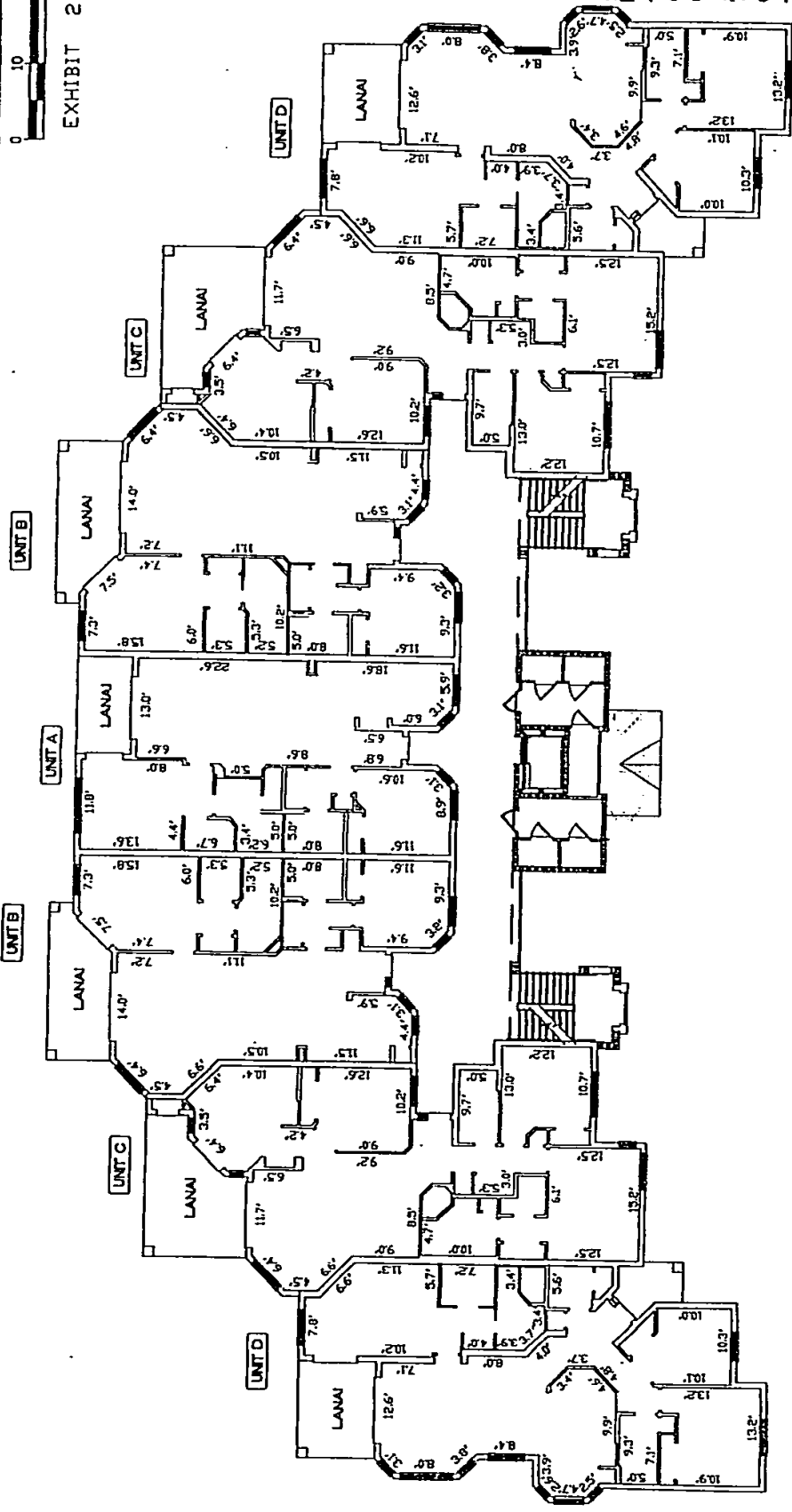
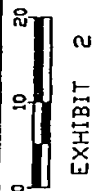


COMMUNITY ENGINEERING SERVICES, INC.
Civil Engineering • Planning • Project Management
9200 Bonita Beach Road, Suite 200
Bonita Springs, Florida 33923
Telephone (813) 495-0009 Fax (813) 495-7034

DATE: 4/9/96

SHEET 1 of 3

OR2765 PGO-171



'LANAIS, GARAGES AND DRIVEWAYS
ARE LIMITED COMMON ELEMENTS.'

SECOND FLOOR BUILDING PLAN

WATERFORD AT LEXINGTON,
CONDOMINIUM No. 2

COMMUNITY ENGINEERING SERVICES, INC.
Civil Engineering • Planning • Project Management
9200 Benito Beach Road, Suite 209
Bonita Springs, Florida 33953
Telephone (813) 425-0050 Fax (813) 425-7934



DATE: 4/9/96

SHEET 2 of 3

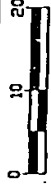
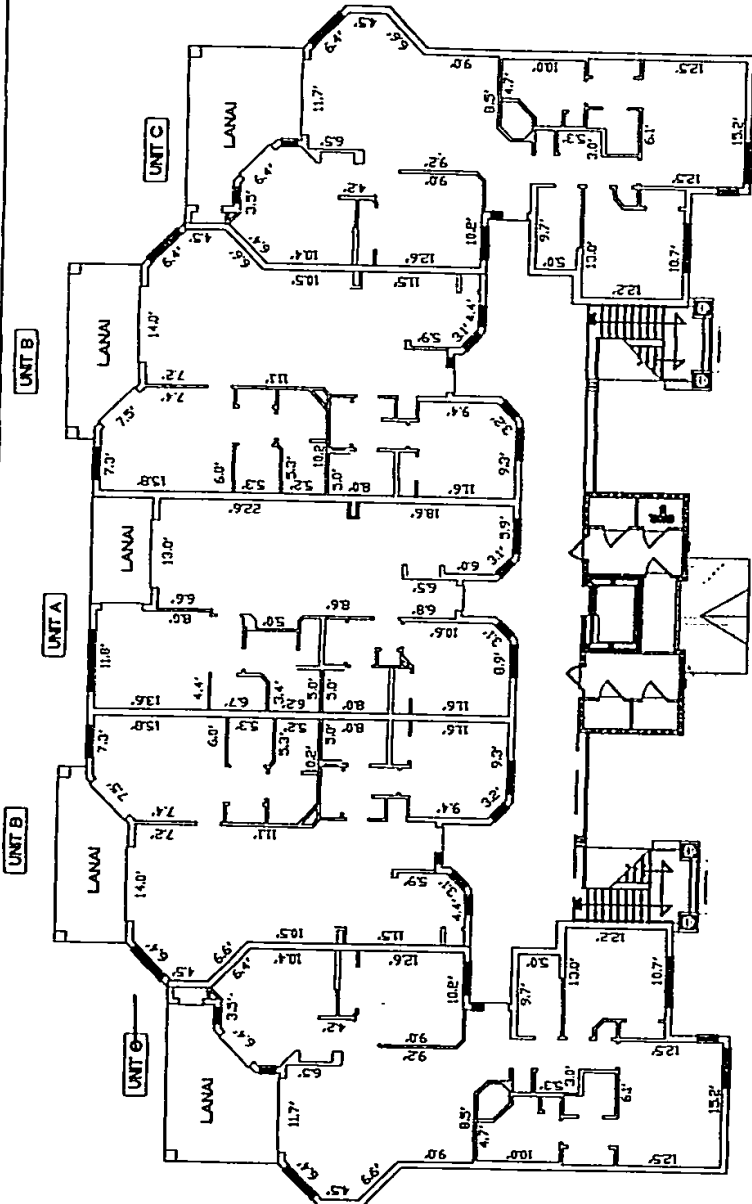


EXHIBIT 2



THIRD FLOOR BUILDING PLAN

LANAIS, GARAGES AND DRIVEWAYS ARE LIMITED COMMON ELEMENTS.

WATERFORD AT LEXINGTON CONDOMINIUM No. 2

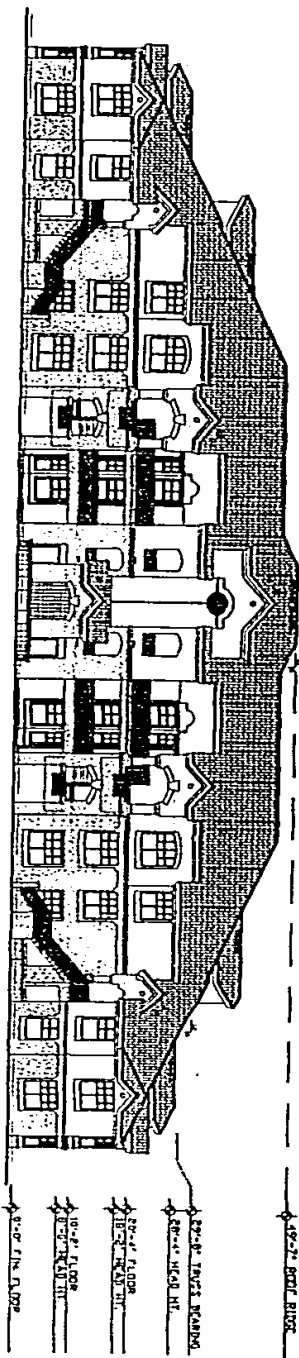
COMMUNITY ENGINEERING SERVICES, INC. Civil Engineering • Planning • Project Management 9200 Bellis Beach Road, Suite 209 Norfolk, VA 23503 Telephone (813) 495-2009 Fax (413) 495-7914



DATE: 4/9/96

SHEET 2 OF 3

BUILDING FRONT ELEVATION
THIS ELEVATION APPLIES TO
ALL WATERFORD BUILDINGS



DATE: 4/9/96



COMMUNITY ENGINEERING SERVICES, INC.
Civil Engineering • Planning • Project Management

9200 Bonita Beach Road Suite 209
Bonita Springs, Florida 33923
Telephone (813) 495-0009 Fax (813) 495-7934

WATERFORD AT LEXINGTON,
CONDOMINIUM No. 2

SHEET of

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
WATERFORD AT LEXINGTON CONDOMINIUM NO. 3**

RECITALS:

In a Declaration of Condominium recorded at O.R. Book 2891, Page 150 *et seq.* of the Public Records of Lee County, Florida, on November 21, 1997, the Condominium Developer did submit to condominium ownership pursuant to Chapter 718, Florida Statutes, known as the Condominium Act, that property situated in Lee County, Florida, more particularly described as follows:

TWO PARCELS OF LAND SITUATED IN SECTION 9, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, SAID PARCELS BEING A PART OF THE LANDS PLATTED AS "LEXINGTON COUNTRY CLUB" AS RECORDED IN PLAT BOOK 56, PAGES 59-68, IN LEE COUNTY FLORIDA, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS;

PARCEL WF3-15: PART OF DESIGNATED TRACT 15 OF LEXINGTON COUNTRY CLUB, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE ORIGINAL LINE OF TRACT 15 (OF WHICH THIS IS A PART) THENCE THROUGH SAID TRACT 15, ALONG THE WEST LINE OF A 35' WIDE RIGHT OF WAY LINE OF MILLSTONE CIRCLE, THENCE

N 09°23'47" W A DISTANCE OF 561.02' TO A POINT,
THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 00°25' 11" AN ARC DISTANCE OF 3.79', A CHORD BEARING OF N 09°11'11" W A DISTANCE OF 3.79', TO A POINT
THENCE, S 63°02'41" W A DISTANCE OF 225.24' TO A POINT,
THENCE, S 14°59'42" E A DISTANCE OF 70.46' TO A POINT,
THENCE, S 25°29'11" E A DISTANCE OF 83.94' TO A POINT,
THENCE, S 33°07'10" E A DISTANCE OF 377.97' TO A POINT,
THENCE, N 80°41'28" E A DISTANCE OF 32.53' TO THE POINT OF BEGINNING.

CONTAINING 1.733 ACRES MORE OR LESS

PARCEL WF3-16: PART OF DESIGNATED TRACT 16 OF LEXINGTON COUNTRY CLUB, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE ORIGINAL LINE OF TRACT 16 (OF WHICH THIS IS A PART), THENCE THROUGH SAID TRACT 16, N 00°58'29" W A DISTANCE OF 204.86' TO A POINT,
THENCE N 77°25'10" W, A DISTANCE OF 138.83', TO A POINT,
THENCE N 50°30'53" W, A DISTANCE OF 79.79', TO A POINT,
THENCE N 25°45'19" W, A DISTANCE OF 73.18', TO A POINT,
THENCE N 15°00'47" W, A DISTANCE OF 127.24', TO A POINT,
THENCE N 09°18'32" W, A DISTANCE OF 80.10', TO A POINT,

Amended and Restated Declaration of Condominium
(Page 1 of 50)

THENCE N 09°35'40" W, A DISTANCE OF 148.40', TO A POINT,
THENCE N 09°18'32" W, A DISTANCE OF 80.99' TO A POINT,
THENCE N 08°04'58" W, A DISTANCE OF 73.00' TO A POINT,
THENCE S 80°36'16" W, A DISTANCE OF 221.14' TO A POINT,
THENCE S 09°23'47" E, A DISTANCE OF 426.17' TO A POINT,
THENCE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF
16°37'38", AN ARC DISTANCE OF 195.65', A CHORD BEARING OF S 17°42'36" E A
DISTANCE OF 194.97' TO A POINT,
THENCE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF
29°05'45" AN ARC DISTANCE OF 165.04', A CHORD BEARING OF S 40°34'18" E A
DISTANCE OF 163.27' TO A POINT,
THENCE S 55°07'10" E A DISTANCE OF 88.45' TO A POINT,
THENCE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF
35°51'19" AN ARC DISTANCE OF 129.85', A CHORD BEARING OF S 73°02'50" E A
DISTANCE OF 127.74' TO A POINT,
THENCE N 89°01'31" E, A DISTANCE OF 114.74', TO THE POINT OF BEGINNING.

CONTAINING 4.889 ACRES MORE OR LESS

Said Declaration was subsequently amended as follows:

Amendment recorded at O.R. Book 2954, Page 4102 *et seq.*, Lee County Public Records;
and

Amendment recorded at O.R. Book 2954, Page 4106 *et seq.*, Lee County Public Records;
and

Amendment recorded at O.R. Book 3013, Page 566 *et seq.*, Lee County Public Records;
and

Amendment recorded at O.R. Book 3094, Page 2043 *et seq.*, Lee County Public Records;
and

Amendment recorded at O.R. Book 3323, Page 897 *et seq.*, Lee County Public Records;
and

Amendment recorded at Instrument No. 2017000004113, Lee County Public Records.

The submission of the land to the condominium form of ownership by that document is and will remain effective. By adoption of this Amended and Restated Declaration of Condominium (hereinafter "Declaration"), the Association Members hereby adopt certain amendments to the Declaration of Condominium and amendments thereof and hereby restate the Declaration in its entirety. By adoption of this Declaration, the Members of the Association ratify governance of the property described above and in Exhibit "A" hereto under the condominium form of ownership and the provisions of the Condominium Act, as defined in Article 1.1 hereof.

1. DEFINITIONS. As used herein or elsewhere in the Condominium Documents, unless otherwise provided, the terms used shall be as defined in the Act and as herein provided:

Amended and Restated Declaration of Condominium
(Page 2 of 50)

1.1 “Act” or “Condominium Act” means, except where specifically stated to the contrary, the Condominium Act (Chapter 718, Florida Statutes), as it now exists or as it may be amended from time to time, including the definitions therein contained.

1.2 “Articles” means the Articles of Incorporation as attached hereto as Exhibit “B,” as they may be amended from time to time.

1.3 “Assessment” means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against the Units.

1.4 “Association” means WATERFORD AT LEXINGTON CONDOMINIUM ASSOCIATION, INC., a Florida Corporation Not For Profit, the entity responsible for the operation of the Waterford at Lexington Condominium No. 1, Waterford at Lexington Condominium No. 2, and Waterford at Lexington Condominium No. 3.

1.5 “Association Property” means all property owned by the Association for the use and benefit of the Unit Owners.

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

1.7 “Building” means the structures in which the Units and portions of the Common Elements are located.

1.8 “Bylaws” mean the Bylaws of the Association as attached hereto as Exhibit “C,” as they may be amended from time to time.

1.9 “Casualty” for the purposes of this Declaration, and not for the purpose of construing coverage between any insurer and insured, means an event which causes damage to the Condominium Property due to some sudden, fortuitous cause, including (but not limited to) fire, flood, hail, wind, rain, vandalism, explosion, or bursting pipes, but does not include progressive decay or corrosion, or slow or continuous leaks.

1.10 “Charge” means any legal or equitable indebtedness or monetary obligation of a Unit Owner to the Association, or other sums owed to or due to the Association from a Unit Owner, or any cost or expense incurred by the Association on behalf of or because of a Unit Owner, other than Assessments for Common Expenses, which the Unit Owner is obligated to pay to the Association. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Condominium Documents.

1.11 “Committee” means a group of Board Members, Unit Owners, or Board Members and/or Unit Owners and/or other persons appointed by the Board to make reports or recommendations to the Board, to take action on behalf of the Board, or to take such actions as the Resolution creating the Committee, or the Directors of the Board, may dictate.

Amended and Restated Declaration of Condominium
(Page 3 of 50)

1.12 “Common Elements” means and includes:

1.12.1 The portions of the Condominium Property not included within the Units.

1.12.2 Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.

1.12.3 An easement of support in every portion of a Unit which contributes to the support of the Building, including but not limited to all load bearing interior walls within the Units.

1.12.4 The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements, excluding all public or private (e.g., cable television) utility installations thereon or therein to the extent such is the intention of the Association and the party who installs such installations and as provided in the Declaration of Condominium, as originally recorded.

1.12.5 Any other parts of the Condominium Property designated as Common Elements in this Declaration.

1.13 “Common Expenses of the Association” means those expenses for which all Unit Owners are liable to the Association, including but not limited to expenses of administration, maintenance, and operation of the Association and such other expenses as may be declared Common Expenses of the Association either by this Declaration, the Articles of Incorporation, the Bylaws or by the Board of Directors. Maintenance and repair of all Association Property and recreational facilities within one Condominium, but available for use by all Condominiums are a Common Expense of the Association. Bulk interior pest control for Units, if provided by the Association, is a Common Expense of the Association. Common Expenses of the Association include, but are not limited to, such items as cost of premiums for public liability insurance, accounting and legal fees, and wages and fees for managerial and other services. Legal fees regarding the rights, liabilities, interests or affairs of the Association as an entity shall be a Common Expense of the Association. The expenses of communications services as defined in Chapter 202, information services, or Internet services, are specifically considered a Common Expense of the Association, if so designated by the Board. Common Expenses of the Association also include reasonable insurance for Directors and Officers, commonly used road maintenance and operation expenses, security services and other expenses which are reasonably related to the general benefit of the Unit Owners of the several Condominiums even if such expenses do not attach to the property or the Condominiums of the Association.

Common Expenses of the Association shall be shared 95/285 by Condominium No. 1 Owners, 95/285 by Condominium No. 2 Owners, and 95/285 by Condominium No. 3 Owners. Determining the allocation of the Common Expenses of the Association as opposed to Common Expenses of the Condominium shall be in the sole discretion of the Board of Directors of the Association.

Amended and Restated Declaration of Condominium
(Page 4 of 50)

1.14 “Common Expenses of the Condominium” means those expenses for which Unit Owners in the individual Condominiums are liable to the Association. Expenses pertaining to the maintenance, repair, and replacement of the Common Elements of the individual Condominiums is a Common Expense of the Condominium. By way of example, but not limitation, utility bills and governmental services (including but not limited to water, sewer, electricity and trash collection) that are not separately metered or billed to individual Units, building painting, roof repair, exterior ground maintenance, and property insurance are Common Expenses of the Condominium. Legal fees involving the interests of the physical property within a particular Condominium, including but not limited to assessment collection matters, shall be a Common Expense of the Condominium. Determining the allocation of the Common Expenses of the Condominium as opposed to Common Expenses of the Association shall be in the sole discretion of the Board of Directors of the Association. When the Association receives a single billing for an item that is declared a Common Expense of the Condominium (e.g., lawn maintenance, property insurance, etc.) the Board may allocate segments of said invoices to the individual Condominiums as the Board in its sole discretion deems fair and equitable and related to the actual allocation to each Condominium. Common Expenses of the Condominium shall be shared by Condominium No. 1 Unit Owners on a 1/95 basis, by Condominium No. 2 Unit Owners on a 1/95 basis, and by Condominium No. 3 Unit Owners on a 1/95 basis. Reserves required by the Act and the Condominium Documents are a Common Expense of the Condominium.

1.15 “Common Surplus” means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, above the amount of the Common Expenses. Common Surplus of the Condominium shall be determined in the same manner as Common Expenses of the Condominium. Common Surplus of the Association shall be determined in the same manner as Common Expenses of the Association is allocated.

1.16 “Communications Services” means those services described in Section 202.11, Florida Statutes (2016), and for the purpose of this Declaration, shall be deemed to include bulk video, voice, or internet services.

1.17 “Community Association” means Lexington Community Association, Inc., a Florida corporation not for profit, being the entity responsible for the administration of the Community Declaration.

1.18 “Community Covenants” means the Declaration of Covenants for Lexington recorded in the Public Records of Lee County, Florida, which Declaration encumbers, *inter alia*, the Condominium Property, and when the context permits, shall also mean the Articles of Incorporation and Bylaws of the Community Association, all as now or hereafter amended, modified or supplemented.

1.19 “Condominium Documents” means this Declaration; the Surveyor’s Plat and Site Plans, hereinafter collectively referred to as “the Plat” or “Condominium Plat,” copies of

Amended and Restated Declaration of Condominium
(Page 5 of 50)

which are attached hereto as Exhibit “A” (the Plat and the Surveyor’s Certificate of Substantial Completion may not reflect the actual configuration of the Condominium Property, as deviations from original as-built conditions may have been made over time); Articles of Incorporation of Waterford at Lexington Condominium Association, Inc. attached hereto as Exhibit “B;” Bylaws attached hereto as Exhibit “C;” and Rules and Regulations. The Rules and Regulations need not (but may) be recorded in the County Public Records in order to be valid.

1.20 “Condominium Parcel” means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit and when the context permits, the term includes all of the appurtenances to the Unit.

1.21 “Condominium Property” means the land and property interests subjected to condominium ownership under this Declaration, all improvements on the land as depicted in the Surveyor’s Plat, or replacement thereof of like kind and quality, and alterations or additions made to the Common Elements or Association Property by the Association and all easements and rights appurtenant thereto intended for use in connection with the Condominium. Additions or alterations made to the Units or Common Elements by Unit Owners (or their predecessors in title) are not part of the Condominium Property. References in the Condominium Documents to Condominium Property shall include Association Property, unless indicated otherwise.

1.22 “County” means the County of Lee, State of Florida.

1.23 “Declaration” or “Declaration of Condominium” means this instrument, and as it may be amended from time to time.

1.24 “Domestic Partners” means two adults who have chosen to share their lives in a committed relationship that includes a mutual and exclusive commitment to each other’s well-being, wherein each partner shares the same permanent address, have no blood relationship that would preclude marriage in the State of Florida, are of the age of legal majority, are jointly responsible for each other’s common welfare, share financial interdependence and mutual obligation akin to those of marriage. Domestic Partners shall be considered married individuals for the purpose of the Condominium Documents.

1.25 “Family” or “Single Family” shall refer to any one of the following:

1.25.1 One natural person, his spouse or Domestic Partner, if any, and their custodial children, if any.

1.25.2 Not more than two natural persons not meeting the requirement of Article 1.25.1 above, who do and plan to indefinitely and continuously reside together as a single financially and socially interdependent housekeeping unit, with the intention of living within the bonds of family.

Amended and Restated Declaration of Condominium
(Page 6 of 50)

1.25.3 The reference to “natural” herein is intended to distinguish between an individual and a corporation or other artificial entity. “Family member” is a person who resides in a Unit as part of the Owner’s Family, but is not a title holder.

1.26 “Fractional Ownership” or “Unit Sharing” means any arrangement (whether written or verbal) whereby multiple individuals, artificial entities, or other combinations acquire title to a Unit (or any other possessory or use right in a Unit) with the intention of allocating use rights among legal or beneficial owners, whether pursuant to verbal or written agreements, regarding the sharing of use and possession rights for a Unit.

1.27 “Guest” means any person who is not the Unit Owner or a Tenant or a member of the Owner’s or Tenant’s Family, who is physically present on or occupies the Condominium Property on a temporary basis at the expressed or implied invitation of the Owner or other legally permitted Occupant, without the payment of consideration.

1.28 “Insurable Event” as described in the Act, shall have the same meaning as Casualty, as defined in Article 1.9 of this Declaration.

1.29 “Insurable Improvements” shall mean the “Buildings” as defined in Article 1.7 of this Declaration, other than upgrades or additions by Unit Owners (or their predecessors in title), and those portions of the Condominium Property required by the Act to be insured by the Association. If a Unit Owner has replaced any glass with impact glass which meets the applicable code at the time of such replacement, such glass and its related framework shall be considered part of the Insurable Improvements, unless prohibited by law.

1.30 “Invitee” or “Licensee” shall mean a person or persons expressly or impliedly allowed entry onto the Condominium Property for the purpose of conducting business with or providing services to a Unit or a Unit’s occupant, or otherwise entering the Condominium Property on a temporary basis at the expressed or implied consent of the Unit Owner or Unit Occupant, including but not limited to contractors, workmen, delivery persons, domestic assistants and health care assistants. A Guest is an Invitee.

1.31 “Lease” when used in the context of the renting of Units, means the grant by a Unit Owner of a right of use of the Owner’s Unit for consideration.

1.32 “Lien for Charges” means a lien which is recorded to secure a Charge.

1.33 “Limited Common Elements” means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of all other Units, as specified in this Declaration. References herein to Common Elements shall include all Limited Common Elements, unless the context would prohibit or it is otherwise expressly provided. Whenever a portion of the Condominium Property naturally and exclusively services a particular Unit, and where the area in question lies outside of the boundaries of the Unit, the delegation of maintenance responsibility for the area shall serve to define the area as a Limited Common Element.

Amended and Restated Declaration of Condominium
(Page 7 of 50)

1.34 “Limited Common Expenses” means those expenses affiliated with the maintenance, repair, replacement, or reconstruction after Casualty of a Limited Common Element, the costs of which are assessed only against the benefiting Unit Owner(s), as authorized by the Act, and if so provided in this Declaration.

1.35 “Maintenance” shall mean, unless the context of a provision in the Condominium Documents requires otherwise, day to day cleaning, heavy cleaning, painting where applicable, routine maintenance, ongoing maintenance, preventative maintenance, as well as repair or replacement. The term “maintenance” shall not include repair after casualty, unless the context of a provision in the Condominium Documents requires otherwise. Whenever a Unit Owner is obligated by the Condominium Documents or law to maintain, repair or replace portions of the Condominium Property, the Board of Directors shall have the authority to establish reasonable standards for such maintenance, repair or replacement, including mandating maintenance, repair or replacement of said items, when the Board deems same are reasonably necessary.

1.36 “Material Alteration or Addition” means to palpably or perceptively vary or change the use, form, shape, elements or specifications of a Building or other portions of the Common Elements from its original design or plan, or existing condition, in such a manner as to appreciably affect or influence its function, use or appearance.

1.37 “Member” means the record Owner(s) of legal title to a Unit.

1.38 “Occupant” when used in connection with a Unit, means a person who is physically present in a Unit for two or more consecutive days, including staying overnight for one night.

1.39 “Occupy” when used in connection with a Unit, means the act of staying in the Unit for two or more consecutive days, including an overnight stay of at least one night.

1.40 “Officer” means the executive Officers and Assistant Officers (if any) appointed by the Board as provided in the Bylaws.

1.41 “Person” means any individual or representative of an entity, including Unit Owners, Family members, Tenants, Guests, and Invitees. Whenever the word “Person” is used to require or prohibit certain conduct, it is the intention that the Owner of the Unit with which such Person is affiliated shall be responsible for ensuring such Person’s compliance with the Condominium Documents.

1.42 “Policies and Procedures” means the administrative policies of the Board adopted in writing from time to time, including those documented in minutes of the Board or correspondence issued under the authority of the Board.

1.43 “Primary Occupant” means one or more natural person(s) designated for occupancy of a Unit when title to the Unit is held in the name of two or more persons who are

not spouses, or Domestic Partners, or when title is held by a trust, corporation or other entity which is not a natural person, except where the context clearly indicates otherwise, the term “Owner” shall include “Primary Occupant.”

1.44 “Resident” means any person who is occupying a Unit for thirty (30) days, whether or not consecutive, in any calendar year and shall include, as applicable, Owners, Tenants and members of their respective Families who reside in the Unit.

1.45 “Rules and Regulations” means those rules and regulations promulgated by the Board of Directors, concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, and the operation of the Association, subject to any limitations contained in this Declaration.

1.46 “Tenant” or “Lessee” means a person occupying a Unit, other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-owner involves consideration, the payment of money, the exchange of goods and services, etc. The term “Tenant” shall be used interchangeably with “Lessee.”

1.47 “Unit” means a part of the Condominium Property subject to exclusive ownership.

1.48 “Unit Owner” or “Owner” means the record Owner of a Condominium Parcel. Wherever a portion of the Condominium Documents, including the Rules and Regulations, proscribes, restricts, prohibits, governs or requires that a “Unit Owner” take or refrain from taking any action, or engage or refrain from engaging in any conduct, or providing for liability to the Association arising from such acts or conduct or the failure to take required action or engage in required conduct, the term Unit Owner shall be deemed to include, unless the context specifically suggests otherwise, the Unit Owner’s Family, Tenants, Residents, Guests, Licensees and Invitees, and as may be applicable, the family members of such person, as well as employees or agents of such persons.

1.49 “Utility Services” as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, video and Communication Services, air conditioning and garbage and sewage disposal.

1.50 “Voting Interests of the Association” 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 the Association matters. There are 285 Units, so the total number of Voting Interests of the Association is 285. Matters affecting the entire Association (all Condominiums), as determined by the Board of Directors, shall be decided by the Voting Interests of the Association. By way of example, but not limitation, the election of Directors, the recall of Directors, the waiver of financial reporting requirements, alterations of Association Property, certain alterations of Common Elements, certain amendments to the Declaration of Condominium, amendments to the Articles of Incorporation, and amendments to the Bylaws, are

Amended and Restated Declaration of Condominium
(Page 9 of 50)

decided by the Voting Interests of the Association. Determining whether a voting item involves the Voting Interests of the Association as opposed to the Voting Interests of the Condominium, shall be determined in the sole discretion of the Board of Directors of the Association.

1.51 “Voting Interests of the Condominium” means those voting items which are to be considered for vote by the Unit Owners in individual Condominiums in accordance with the Class Quorum and Voting procedures specified in Article 2.11 of the Bylaws. By way of example, but not limitation, certain material alterations of Common Elements, certain amendments to the Declaration of Condominium, and the waiver or reduction of reserve funding shall be based upon the Voting Interests of the Condominium. Determining whether a voting item is a matter involving the Voting Interests of the Condominium, as opposed to Voting Interests of the Association shall be determined in the sole discretion of the Board of Directors of the Association.

2. STATEMENT OF CONDOMINIUM DECLARATION. Worthington Communities, Inc., a Florida corporation, submitted the property described in Exhibit “A” hereto and as described above to condominium ownership in accordance with Florida Statutes.

3. CONDOMINIUM NAME. The name by which this Condominium is identified is “Waterford at Lexington Condominium No. 3.”

4. UNIT IDENTIFICATION. The identification of each Unit shall be by number and shall be as indicated on the Plat, which is attached as Exhibit “A.”

5. SURVEY AND GRAPHIC DESCRIPTION. A survey of the land previously submitted to condominium ownership and a plat thereof describing each Unit, Common Elements and their relative location and the approximate dimensions of each Unit are as shown on the Plat which is attached as Exhibit “A.”

6. VOTING RIGHTS; OWNERSHIP OF COMMON ELEMENTS. The voting rights of the Owner of each Unit shall be one Voting Interest per Unit. Voting rights may be suspended pursuant to the terms of the Condominium Documents and/or Florida law. The sharing of Common Expenses and ownership of Common Elements and Common Surplus shall be on a 1/285th basis for Common Expenses of the Association and 1/95th basis for Common Expenses of the Condominium. Suspension of voting rights shall not affect the basis for which Common Expenses are shared or Common Elements and Common Surplus owned. However, suspended Voting Interests shall be subtracted from the total number of votes required when calculating any required vote or quorum during the period for which said Voting Interest is suspended. The undivided share of ownership of the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or separately hypothecated. 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 by a Unit Owner, pledged or transferred except as an appurtenance to the Units.

Amended and Restated Declaration of Condominium
(Page 10 of 50)

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7. 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, unless released in connection with termination of 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 the Unit Owners with respect to such easements.

7.1 Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, communications and security systems, and other services and drainage in order to serve the Condominium. The Association shall have a right of access to each Unit during reasonable hours when necessary for maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

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

7.3 Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and Resident, their Guests and Invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purpose. None of the easements specified in this Article 7.3 shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.

7.4 Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

7.5 Air Conditioning Line Relocation. An easement is hereby created and reserved through the Units for the relocation of air conditioning lines as provided in Article 9.2.11.

Amended and Restated Declaration of Condominium
(Page 11 of 50)

7.6 Other Condominiums; Community Association. The Community Association shall have all easements provided in the Community Covenants including, without limitation, those over “Lots” (as defined therein). Additionally, the Community Association shall have a perpetual easement over the Common Elements to perform the maintenance, repair and replacement functions described in Article 22.1 of this Declaration.

Any recreation or other commonly-used facilities located within the Condominium Property shall be subject to a perpetual, non-exclusive easement in favor of the Owners of Units in any other Condominium operated by the Association, and their Family members, Tenants, Guests and Invitees, provided that (i) the use of such easement shall be subject to reasonable regulation by the Association and (ii) such Unit Owners share in the expenses of such facilities in the manner provided in the Bylaws. Without limitation, the swimming pool and related facilities in Condominium 3 shall be available for use by all Condominiums operated by the Association and shall be insured, maintained, repaired, replaced, altered or reconstructed as a Common Expense of the Association.

Each Owner and Occupant, and the Guests and Invitees thereof, if any Unit in a Condominium operated by the Association shall also have a perpetual easement of ingress and egress for vehicular and pedestrian use over all portions of the Common Elements reasonably suited for such purpose.

7.7 Additional Easements. The Association, by and through the Board of Directors on behalf of all Unit Owners (each of whom hereby appoints the Association as its attorney-in-fact for this purpose), shall have the right to grant such additional general (“blanket”) and specific electric, gas or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such existing easements or drainage facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Association shall deem necessary or desirable, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

8. CONDOMINIUM UNITS AND APPURTENANCES. The Condominium Property has constructed thereon the Building, consisting of five (5) separate Buildings each containing nineteen (19) Units for a total of ninety-five (95) Units. Each Unit is identified by a separate numerical designation. The designation of each of such Units is set forth on Exhibit “A” attached hereto. Exhibit “A” consists of a survey of the Land, a graphic description of the Improvements located thereon, including, but not limited to, the Building in which the Units are located, and a plot plan thereof. Said Exhibit “A,” together with this Declaration, is sufficient detail to identify the Common Elements and each Unit and their relative locations and dimensions.

There shall pass with a Unit as appurtenances thereto (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration, including the applicable Limited Common

Amended and Restated Declaration of Condominium
(Page 12 of 50)

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Elements; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may be lawfully altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration or the Act.

8.1 Horizontal Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:

8.1.1 Upper Boundary – The horizontal plane of the unfinished lower surface of the ceiling of the Unit.

8.1.2 Lower Boundary – The horizontal plane of the unfinished upper surface of the floor of the Unit.

8.1.3 Interior Divisions – Except as provided in Articles 8.1.1 and 8.1.2 above, no part of the floor of the top floor, ceiling of the bottom floor, stairwell adjoining the two-floors or non-structural interior walls shall be considered a boundary of the Unit.

8.2 Perimetrical Boundaries: The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

8.3 Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, bay windows and skylights, such boundaries shall be extended to include the windows, doors and other fixtures located in such apertures, including all frameworks thereof; provided, however, that exterior surfaces made of glass or other transparent material, and the exterior of doors, shall not be included in the boundaries of the Unit and shall therefore be Common Elements.

8.4 Exceptions. In cases not specifically covered above, and/or in case of conflict or ambiguity, the survey of the Units set forth as Exhibit “A” hereto shall control in determining the boundaries of a Unit, except the provisions of Article 8.3 above shall control unless specifically depicted otherwise on such survey.

8.5 Limited Common Elements. Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto:

8.5.1 Lanais. Any lanai (and all improvements thereto) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s). The boundaries of same shall be (i) lower: the upper unfinished surface of the slab of the lanai, (ii) upper: the lower unfinished surface of any overhanging slab, (iii) perimetrical: the exterior surface of any adjoining Common Element wall or, where there is no wall on the first floor lanai, the edge of the concrete slab facing the lanai and (iv) other perimetrical: any sliding glass door(s) or fixed glass panel(s) abutting the lanai.

Amended and Restated Declaration of Condominium
(Page 13 of 50)

8.5.2 Parking. Each Unit is assigned the use of one (1) parking space in a carport, such space to be Limited Common Element of the Unit to which it is assigned.

8.5.3 Storage Closets. Fifteen (15) of the nineteen (19) Units in each Building is assigned the use of one Storage Closet, which is a Limited Common Element. Units 101, 107, 201, and 207 in each Building (the “D Units”) are not assigned Storage Closets.

8.5.4 Conveyance of a Unit. A conveyance of a Unit shall automatically include all Limited Common Elements appurtenant to that Unit unless otherwise specified in the instrument of such conveyance.

8.5.5 Miscellaneous Areas, Equipment. Any fixtures or equipment (e.g., an air conditioning unit located adjacent to the Unit and related lines and equipment) serving a Unit or Units exclusively and any area upon/within which such fixtures or equipment are located shall be Limited Common Elements of such Unit(s).

9. MAINTENANCE, ALTERATION AND IMPROVEMENTS. Responsibility for the maintenance of the Condominium Property, and restrictions upon the alteration and improvement thereof, shall be as follows:

9.1 Association Maintenance, Repair and Replacement Obligation. The maintenance, repair and replacement of all Common Elements and Association Property shall be performed by the Association, and the cost is a Common Expense, except as may otherwise be specifically noted with respect to Limited Common Elements. The Board of Directors shall have the authority to declare Units in the Condominium not available for occupancy when, in the reasonable discretion of the Board, considerations of safety result in a finding by the Board that a Unit or Units should not be inhabited during such periods of work.

9.1.1 General Exterior and Structural Maintenance. The Association’s maintenance, repair and replacement responsibility shall include, but not be limited to, exterior painting, Unit front entry doors, structural maintenance of the Buildings, roofing, maintenance of parking facilities (except as otherwise provided herein to the contrary) and general exterior maintenance, but shall not include maintenance, repair and replacement of railings, screens, screen enclosures, windows, sliding glass doors, hurricane shutters, nor any alteration or addition to the Condominium Property made by a Unit Owner or his predecessors in title, nor any portions of the Condominium Property exposed to the elements or any structural element for which this Declaration delegates responsibility to the Unit Owner.

9.1.2 Plumbing and Electrical. The Association’s maintenance, repair and replacement responsibility includes, except as may be specifically otherwise provided to the contrary, without limitation, all electrical conduits and installations located from (but not including) the circuit breaker outward; electrical conduits and installations located within or outside a Unit for the furnishing of Utility Services to another Unit, more than one Unit, or the Common Elements; plumbing fixtures and installations located within or outside a Unit for the furnishing of Utility Services to another Unit, more than one Unit, or the Common Elements.

Amended and Restated Declaration of Condominium
(Page 14 of 50)

The Association's maintenance, repair and replacement responsibility does not include electrical fixtures, switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within the Unit and serving only that Unit, said items being the maintenance responsibility of the Unit Owners.

9.1.3 Incidental Damage. If, in connection with the discharge of its maintenance, repair or replacement responsibilities, the Association must remove, disassemble, or destroy portions of the Condominium Property which the Unit Owner is required to maintain, repair, or replace, the Association shall be responsible for reinstallation or replacement of that item, including cabinetry, drywall and moldings, to its unfinished state, and specifically excluding floor coverings, wall coverings, ceiling coverings, paint, wallpaper, paneling, and other finishes, and further provided that the Association's obligations are limited to the replacement of items that were part of the Condominium Property as originally installed by the Developer, or replacements thereof of like kind and quality, and except in cases of Casualty repair, or repair of damage caused by a covered cause of loss under the Association's applicable insurance policy, which shall be governed by Article 13 of this Declaration. When a Building component must be replaced with an upgraded component to comply with current laws, ordinances, or codes, the Unit Owner shall be responsible for the additional costs, secured by a Lien for Charges, for the amount by which the upgraded component exceeds the cost of a like-kind replacement. Repair or replacement of all upgrades or additions, even if made by a predecessor in title, shall be the responsibility of the Unit Owner, specifically including but not limited to hurricane shutters which the Association must remove in connection with the maintenance of the Building, although the Association may have shutter reinstallation work performed by its contractor, and the Unit Owner will be responsible for reimbursement to the Association as a Charge.

9.2 Unit Owner Maintenance, Repair and Replacement Obligation. Each Unit Owner is responsible, at his own expense, for all maintenance, repair, and replacement of his own Unit and those Limited Common Elements serving his Unit, to the extent provided herein, whether ordinary or extraordinary, including, without limitation:

9.2.1 Windows. The Unit Owner shall maintain, repair and replace the window installations originally installed by the Developer or subsequent replacement thereof. Same includes the window frame and encasement, the plate glass, and all caulking thereof. The Unit Owner shall be responsible for interior window locking and opening mechanisms, the windowsill and glass breakage due to any cause. The Association shall be responsible for exterior caulking around the window frames as to original installations, and the Unit Owner as to replacements.

9.2.2 Screens, Screen Frames and Railings. The Unit Owner shall maintain, repair and replace all window screens, screen doors or lanai screens, including hardware and framing, and including lanai railings.

9.2.3 Drywall and Finishes. The Unit Owner shall maintain, repair and replace all drywall within the Unit (i.e. interior partition drywall), the finishes thereof (including

baseboard, molding or trim), and the structural framing related thereto, including studs and insulation, and drywall. The Unit Owner shall maintain, repair and replace all finishes (including but not limited to) baseboard, molding or wall coverings within the Unit including those serving Unit boundary walls, floors or ceilings.

9.2.4 Electrical. The Unit Owner shall maintain, repair and replace all electrical fixtures, apparatus or installations located within the Unit, which service only the individual Unit plus all electrical fixtures, apparatus or installations from and including the circuit breaker inward, which service only that Unit.

9.2.5 Sliding Glass Doors. The Unit Owner shall maintain, repair and replace sliding glass doors and the structural components thereof including frames and fixed panels, the tracks therefore, all door hardware, trim, and caulking, subject to the provisions of Article 9.14.

9.2.6 Other Doors. The Unit Owner shall maintain, repair and replace all doors other than the Unit front entry door, including the framing and structural components thereof, and including trim, caulking, locks and hardware within or servicing the Unit, subject to the provisions of Article 9.14.

9.2.7 Hurricane Shutters. The Unit Owner shall maintain, repair and replace hurricane shutters and the structural components thereof, subject to the provisions of Article 9.14.

9.2.8 Electrical, Plumbing and Mechanical Fixtures. The Unit Owner shall maintain, repair and replace the electrical, mechanical and plumbing fixtures and outlets (including connections) within a Unit and serving only that Unit including sinks, toilets, tubs, showers, shower pans, and all related fixtures and installations.

9.2.9 Appliances. The Unit Owner shall maintain, repair and replace all appliances within the Unit.

9.2.10 Heating and Air Conditioning Equipment; Ductwork. The Unit Owner shall maintain, repair and replace all portions of the heating and air conditioning equipment (including compressors, air handlers, ductwork, refrigerant lines and discharge/drainage/overflow lines), dryer vents to the point of termination (even if exterior to the Unit), air conditioner or air handler discharge lines to the point of termination or connection to another discharge (even if exterior to the Unit). The Association is responsible for the maintenance, repair and replacement of air conditioning unit slabs. However, if any Unit Owner wishes to enlarge the air conditioning unit pad to accommodate the installation of a new air conditioning unit, prior approval of the Board shall be required (no Unit Owner approval shall be required), and the requesting Unit Owner shall be responsible for the cost of necessary expansion or reconfiguration of the pad.

The refrigerant and return lines (and all related lines, ductwork, wires and other apparatus) originally installed by the Developer, that run (or ran) between the outside air conditioning unit

and the air handler located within the Unit runs (or ran) below the first floor slab horizontally, and then vertically to the air handler. When such installation needs to be replaced, it is not technically or economically feasible to run said lines in the original location. Accordingly, Unit Owners who must replace such installations may reroute these lines subject to prior approval of the Board (no Unit Owner approval is required). The Board shall specify where such lines shall be placed and may require that the chase be of sufficient size for other Unit Owners in the same Building, or certain areas of the Building, to install similar installations. Such installations may require access through parts of other Units, and the relocation of the lines within other Units, as well as drilling of holes, excavation of drywall, and the like. In general, such activity shall be limited to areas within the closet where Unit air handlers are housed. The Board may grant exceptions to this location restriction in extraordinary circumstances.

9.2.11 Floor Coverings. The Unit Owner shall maintain, repair and replace carpeting and other floor covering (including lanai areas).

9.2.12 Other Equipment and Fixtures. The Unit Owner shall maintain, repair and replace all other equipment or fixtures located or contained entirely within a Unit which serve only that Unit.

9.2.13 Plumbing (Incoming). The Unit Owner shall maintain, repair and replace all incoming plumbing from (and including) the shut-off valve (at hot water) inward.

9.2.14 Plumbing (Outgoing). The Unit Owner shall maintain, repair and replace outbound plumbing until the point of exit from the Unit boundary. Provided, however, that the Unit Owner is responsible for the remediation of clogged pipes or drains, where the source of blockage or obstruction originates from the Unit, even if the area where the blockage or obstruction is located is outside of the Unit boundary.

9.2.15 Storage Closets. Storage Closets shall be maintained, repaired and replaced by the Association as a Common Expense, provided however, that Unit Owners shall have the following maintenance responsibilities. Unit Owners shall be responsible for the replacement of light bulbs in Storage Closets. Any improvements made to the interior of the Storage Closet after original construction, including but not limited to shelving, additional electrical fixtures (which can only be installed with Board approval, as provided elsewhere in this Declaration), and the light, shall be the responsibility of the Unit Owner.

Any of the above-described areas that are to be maintained, repaired or replaced by the Unit Owner, or by the Association at the expense of the benefiting Unit(s), if located outside of the boundaries of the Unit, are declared Limited Common Elements. Responsibility for maintenance, repair and replacement of Condominium Property may not coincide with obligation for insurance of Condominium Property, nor its repair after Casualty, or damage from covered cause of loss under the Association's applicable insurance policy, which are governed by Article 12 and Article 13 hereof, respectively.

Amended and Restated Declaration of Condominium
(Page 17 of 50)

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BECKER & POLIAKOFF, P.A.
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9.3 Appliance Maintenance Contracts. If there becomes available to the Association a program of contract maintenance for water heaters serving individual Units, and/or air conditioning compressors and/or air handlers and related equipment and fixtures serving individual Units, which the Association determines benefits the Owners to consider, then on agreement by a majority of the Voting Interests of the Condominium, in person or by proxy and voting at a meeting called for that purpose, or on agreement by a majority of the total Voting Interests of the Condominium in writing, the Association may enter into a maintenance contract. The expense of the maintenance contract to the Association is a Common Expense. All maintenance not covered by the maintenance contract is the responsibility of the Unit Owner.

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

9.5 Unit Owner Obligations In Connection with Maintenance, Repair and Replacement. In connection with his maintenance, repair and replacement obligations, the Unit Owner shall have the responsibility to obtain the prior written approval of the Association, through the Board of Directors, before performing any maintenance, repair or replacement which requires: changes or alterations to the physical appearance of the Condominium Property visible from any exterior vantage; excavation; access to the Building roof; removal, modification or relocation of any interior partitions or walls, whether load-bearing or not; relocation of cabinets or appliances; relocation of utility, plumbing, or electrical installations or fixtures or ductwork; the use of heavy or noisy equipment; such other actions as may cause concern for the peace and safety of the Condominium and its Residents or the aesthetics of the Condominium Property, as determined by the Board. The Association may condition such approval on criteria as the Board deems reasonable, including but not limited to:

- Preservation of uniformity of appearance;
- Use of contractor(s) that are properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance. Unit Owners are responsible for the actions of their contractors and warrant to the Association, whether or not specifically made a condition of Association approval (or in cases where no Association approval is required) that all persons coming into the Condominium Property to perform work on or services for the Unit hold all proper licenses, have obtained all proper permits, and carry such insurance as may be required by law or the Board;

Amended and Restated Declaration of Condominium
(Page 18 of 50)

- Right (but not duty) of oversight by the Association or its agent;
- The Unit Owner submitting plans as to the scope of the contemplated repair;
- Restrictions as to hours and days of work;
- Imposition of time limits in which jobs must be completed and prohibitions against major renovations during certain times of year.
- Restrictions regarding equipment that may be parked or stored on or near the Condominium Property during construction.
- Restrictions regarding the transport and storage of materials and supplies necessary for the construction to be performed.

The Association may, but shall not be obligated to, act as the Owner's agent in obtaining the services of contractors or others to perform Unit Owner maintenance responsibilities in the event of an emergency, or in non-emergency situations, provided that in non-emergency situations, the Association and the Owner so agree, or absent such agreement when such work is deemed necessary, as determined by the Board, to facilitate projects involving the Association's maintenance of the Condominium Property. In all such cases the Unit Owner shall be deemed to consent to reimbursement of expenses incurred, secured by such rights as exist for collecting Common Expenses under these Condominium Documents through a Lien for Charges. Unit Owners shall at all times be responsible to ensure, whether or not Association approval is required for work being done within the Unit or elsewhere upon the Condominium Property, that all contractors and other persons performing services for the Unit Owner are properly licensed and insured, including required Worker's Compensation insurance, and that the Condominium Property is kept free from liens and cause no damage to the Condominium Property. The Board has the power (but not the duty) to require proof of: licensure; building permits; and insurance, and may set standards for insurance as to required coverage, deductibles, or other terms and conditions, and may require the Association to be named as an additional insured under such policies. The Unit Owner shall hold the Association harmless from any claim of any nature arising out of failure to comply with these requirements.

9.6 Lanais. The Unit Owner who owns or has the right to the exclusive use of a lanai shall be responsible for the maintenance, repair and replacement of: floor coverings (the Board may prohibit certain types of floor coverings or require the removal of existing coverings when necessary for the structural preservation of the Building); storm shutters and other enclosures; fixed and/or sliding glass doors and affiliated framing and hardware thereof; the wiring, electrical outlet(s) and fixture(s) on or servicing the lanai; ceiling fans; and the replacement of light bulbs. The Association shall be responsible for structural maintenance, repair and replacement of lanai floors, ceilings, and also the Building walls enclosed by the lanais, excluding painting. The Unit Owner shall be responsible for the day-to-day cleaning and painting walls and ceiling enclosed by lanais. No Unit Owner shall paint lanai walls or ceilings without

Amended and Restated Declaration of Condominium
(Page 19 of 50)

prior approval of the Board. Lanais must be painted in the same color as the Building. The Board may require Owners to paint lanais for maintenance/waterproofing purposes and may specify the type, color and specifications for the paint or other waterproofing materials to be used. Unit Owners may not puncture (by nails, hooks, screws or otherwise) lanai floors, walls, or ceilings, without obtaining the prior written approval of the Board of Directors.

9.7 Unit and Lanai Floor Coverings. All Units must have anti-fracture membrane installed beneath any hard-surface flooring. Installed floor coverings shall in all cases, and/or in the absence of any specifications adopted by the Board, meet the standards of the then-existing Florida Building Code and then-prevailing industry standards. The structural integrity of lanais constructed of steel reinforced concrete is affected adversely by water intrusion and rust aggravated by the water retention qualities of indoor-outdoor carpet, river rock, and unglazed ceramic tile and its grout. For this reason, no indoor-outdoor carpet or river rock may be used on lanais, and all tile and its bedding and grout must be of adequate material to be applied as to be waterproof. Any flooring installed by a Unit Owner on a lanai of a Unit must be installed so as to ensure proper drainage.

9.8 Modifications, Alterations or Structural Work by Unit Owners. No Owner may make or permit the making of any modifications or alterations to any portion of his Unit visible from the exterior of his Unit, or in any manner change the appearance of any portion of the Common Elements, undertake any structural work, or undertake any structural modification or alteration, without first obtaining the written consent of the Board of Directors, which consent shall 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 whole. “Structural” work, modifications or alterations include, but are not limited to: relocation of existing electrical, plumbing, ductwork, air conditioning or heating installations; relocation of existing fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges; the removal or modification of any partition, door, window or screen; raising ceilings; or relocating kitchen or bathroom cabinetry. For purposes of this provision, the term “structural” work shall also include the addition, removal, or relocation of any ductwork, plumbing line or fixture, any electrical line or fixture, or the removal, modification or creation of any interior partition. Replacement of cabinetry, appliances and fixtures, with substantially equivalent installations in the same location, shall not be deemed “structural” and shall not require approval of the Association, unless a building or other permit is required. Further, “structural” work, modifications or alterations shall include any and all work that requires a building permit, an electrical permit, a plumbing permit, a mechanical permit, or similar permit from the appropriate governmental agency, whether or not mentioned above.

The Board may, in circumstances it deems appropriate, and without limiting the right to ask for plans or specifications and other relevant information, require sealed plans from an Architect or Professional Engineer licensed to practice in Florida as a condition of reviewing any requested structural modification, alteration or addition to the Condominium Property. The Board may require, as a condition of review, the Unit Owner’s obligation to pay the Association’s expenses of review, including but not limited to, legal, engineering or other consultant fees. The Board, in

reaching its decision, may take into account uniformity of appearance, compatibility with architecture in Waterford Condominiums, the quality of the proposed alteration, objections of neighboring Residents, and such other criteria as the Board may reasonably adopt in reaching its decision, without limitation. The Board may take into account whether other Unit Owners would be able to make such alterations or modifications, and the effect of the fact that similar requests may need to be approved by the Association. If the Board determines to permit any modification or alteration which is visible from the exterior of the Unit, from any vantage, said modification or alteration must also be approved by the Unit Owners in the manner provided in Article 9.10 of this Declaration, regardless of the cost or expense of such modification or alteration, provided that the Board may waive the request for Unit Owner approval if similar modifications or alterations have been approved by the Unit Owners previously, or are specifically authorized by the Condominium Documents. If any Unit Owner requests approval of any structural work, modification or alteration, the Association may permit such work, modification or alteration if same would not materially affect or interfere with the Utility Services constituting Common Elements, if any, located therein, the structural integrity of the Building, or create a nuisance or disturbance to neighboring Units.

9.9 Additional Unit Owner Responsibility for Modifications or Alterations. If a Unit Owner (or his predecessors in title) makes, or has made any modifications or alterations to the interior or exterior of the Unit, Common Elements, or Limited Common Elements, the Unit Owner (and his heirs, successors in title and assigns) shall be financially responsible for the insurance, maintenance, care, preservation, reconstruction, repair or replacement of the modification or alteration and shall execute such documents as the Association may promulgate, if any, accepting said financial responsibility. Any modification or alteration to the Condominium Property made by a Unit Owner may be required to be removed in connection with the Association's maintenance of the Condominium Property. In such cases, the Unit Owner who installed the modification or alteration (and/or their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or reinstallation of the item, with said obligation being secured by a right of Lien for Charges of equal dignity to the Common Expense lien created by this Declaration, or alternatively, said Owner may be required to remove and reinstall said modification or alteration, if so determined by the Board of Directors. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent, although the Association may provide for stricter liability standards in contracts with contractors.

9.10 Material Alterations or Additions by Association. Except as may be provided elsewhere in this Declaration to the contrary, there shall be no Material Alteration or Addition to the Common Elements or Association real property by the Association, except as authorized by the Board of Directors. Provided, however, that if any such Material Alteration or Addition to Association Property or recreational facilities shared by all three (3) Condominiums require or obligate the expenditure of Association funds of more than ten percent (10%) of the Association's total budget for the fiscal year in which the work is authorized, including reserves, the Board shall obtain approval of a majority of the Voting Interests of the Association present

Amended and Restated Declaration of Condominium
(Page 21 of 50)

(in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by written agreement of majority of the entire Voting Interests of the Association. Material Alteration or Addition to the Common Elements of individual Condominiums shall be authorized as follows. The Board of Directors may authorize any Material Alteration or Addition which does not exceed ten percent (10%) of the total budget for the Condominium for which the Material Alteration or Addition is proposed. Any Material Alteration or Addition to Common Elements of a Condominium exceeding that amount shall be approved by a majority of the Voting Interests of the Condominium present (in person or by proxy) and voting at a meeting of the Association at which a Class Quorum has been obtained. Notwithstanding the foregoing, if any Material Alteration or Addition to Common Elements of an individual Condominium (excepting those which are less than ten percent (10%) of the budget and which may be authorized by the Board and including any change to the exterior color scheme of any Building) are visible from the exterior from the premises of any other Condominium, such Material Alterations or Additions shall be approved by a majority of the Voting Interests of the Association present (in person or by proxy) and voting at a meeting of the Association at which a quorum has been established, or by written agreement of a majority of the entire Voting Interests of the Association, even in classes where the expenses of such Material Alteration or Addition is allocated as a Common Expense of the Condominium. Necessary maintenance of the Common Elements, or Association Property, regardless of the level of expenditure, is the responsibility of the Board of Directors. Cellular antennae and similar apparatus and apparatus to provide communication or internet services as provided in Article 1.13, may be placed on the Condominium Property as authorized by the Board, subject to approval of any other entity that may be required.

9.11 Enforcement of Maintenance. If, after reasonable notice, the Owner of a Unit fails to maintain the Unit or other portions of the Condominium Property as required by the Condominium Documents, or as may be required to comply with law, the Association shall have, without waiver or limitation of other remedies available under the Act or Condominium Documents, the right to enter the Owner's Unit or Common Elements (including Limited Common Elements) and perform or cause performance of the necessary work, and/or institute legal proceedings at law or in equity to enforce compliance, and/or to take any and all other lawful actions to remedy such violation, in which event, the Unit Owner shall be charged for the costs of such activities (including attorneys' fees incurred by the Association) by the Association which shall be secured by a Lien for Charges.

9.12 Damage Caused by Conditions of the Condominium Property. Each Unit Owner shall be liable to the Association and/or other Unit Owners for the expenses of any maintenance, repair or replacement of the Condominium Property, made necessary by his wrongful act, omission, negligence, violation of the Condominium Documents or applicable law, or same by any member of his Family or his or their Occupants, Residents, Guests, Tenants or Invitees. If any condition, defect or malfunction existing within a Unit or Common Elements which the Unit Owner is obligated to insure, maintain, repair, or replace is caused by the Owner's (or his Family member's, Occupant's, Resident's, Guest's, Tenant's or Invitee's) wrongful act, omission, negligence, or failure to comply with the Condominium Documents or

Amended and Restated Declaration of Condominium
(Page 22 of 50)

applicable law, shall cause damage to the Common Elements, Association Property, or to other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance (including the deductible) and without waiver of any insurer's subrogation rights, and without impairing any coverage obligation which may exist as a matter of law or contract, provided that such responsibility shall be conditioned on the Unit(s) which is/are seeking to impose such liability being adequately insured based on local standards and conditions. Further, any claim of a Unit Owner against the Association or another Unit Owner relative to damage to the Condominium Property, to the extent the Association or other Unit Owner might otherwise be liable pursuant to the Condominium Documents or applicable law, shall be predicated upon the Unit Owner making the claim being adequately insured based on local standards and conditions, whether or not individual Unit Owner insurance is mandated by the Act. Should any Unit Owner fail to maintain such insurance, any claim will be reduced to the extent such Unit Owner's insurance, if obtained pursuant to the above-described standards, would have provided coverage or compensation for the loss and without waiving any other remedy of the Association regarding Unit Owner insurance requirements. The requirement that the individual Unit Owner obtain insurance shall not be construed to confer any additional liability or responsibility on the Association or other Unit Owners (without limitation, the Association shall not be obligated to obtain proof of Unit Owner insurance), but is intended to require Unit Owners and the Association to respectively insure risks that are customarily experienced in condominiums located in Florida's coastal communities, condominiums in general, including but not limited to damages occasioned by windstorms, hurricanes, tornadoes, floods, rainstorms, bursting pipes, water seepage and leakage, and mold and mildew, regardless of whether such insurance is legally required. If one or more of the Units is not occupied at the time a damage incident is discovered (regardless of the cause), the Association may, but is not obligated to, enter the Unit(s) without prior notice to the Owner(s) and take reasonable action to mitigate damage or prevent its spread, including without limitation initiating "dry-out" procedures as agent for the Unit Owner, and at the Unit Owner's expense. The Association may, but is not obligated to, repair the damage without the prior consent of the Owner in the event of an emergency, and the Owner shall be responsible for reimbursement of the Association, with the cost being secured by a Lien for Charges. Unit Owners are required to shut off all water valves when the Unit will be unoccupied on an overnight basis, and failure to do so will create a presumption of negligence.

Unit Owners are also required to ensure that electricity, and if separately metered, water and sewer, are always available to service the Unit. If the Unit Owner fails to maintain Utility Services to the Unit, the Association shall have, without waiver of other remedies, the right to enter the Owner's Unit and Limited Common Elements and take any and all lawful actions to make the Utility Services available to service the Unit; in which event, the Unit Owner shall be charged for such activities (including attorneys' fees incurred by the Association) by the Association which shall be secured by a Lien for Charges.

9.13 Combination of Units. Contiguous Units may not be combined in to a single living space.

Amended and Restated Declaration of Condominium
(Page 23 of 50)

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9.14 Hurricane Protection. The Board of Directors shall adopt hurricane shutter specifications for the Condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code.

Unit Owners are responsible for the installation, operation, maintenance, repair and replacement of hurricane protection on windows and doors (including sliding glass doors) servicing the Unit. Notwithstanding any provision in this Declaration to the contrary, the Board may, subject to the provisions of the Section 718.113(5)(a) – (d), Florida Statutes (2016), and with the approval of voting interests as may be required by that statute, install and operate hurricane shutters and/or other forms of code compliant hurricane protection (including but not limited to code compliant impact glass, windows, and/or doors), except that a vote of the Owners is not required for such installations on or to building components where the maintenance, repair and replacement of such component is the responsibility of the Association pursuant to this Declaration, and hurricane protection of such components is the responsibility of the Association. The authority conferred by this Section shall apply whether or not such installations constitute a Material Alteration or Addition to the Common Elements. Costs of installation shall be assessed or charged, and credits given, as provided in Section 718.115(1)(e), Florida Statutes (2016).

10. ASSESSMENTS AND CHARGES. Assessments against Owners shall be made by the Board of Directors of the Association, in the manner provided in the Bylaws and as follows, and shall be borne by the Unit Owners on the basis set forth in Article 6 and elsewhere in these Condominium Documents.

10.1 Liability for Assessments and Charges. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments and Charges coming due while he/she is the Unit Owner. Except as provided in Article 10.5, any person or entity which acquires title to a Unit shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and Charges against the predecessor for his/her share of the Charges and Assessments, including interest, late fees, attorneys' fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. The liability for Assessments or Charges may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments or Charges are made.

10.2 Default in Payment of Assessments for Common Expenses or Charges. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall incur a late fee and bear interest in an amount as determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law. The Board may accelerate unpaid Assessments in the manner prescribed by law. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such parcel, with interest, late fees and for reasonable attorneys' fees, as well as costs and expenses of collection incurred by the Association incident to the collection of the Assessment or enforcement of the lien. If prohibited

Amended and Restated Declaration of Condominium
(Page 24 of 50)

by the Act, no lien may be filed by the Association against a Condominium Unit until thirty (30) days after the date on which a notice of intent to file a lien has been delivered to the Owner, pursuant to the Act. The Association may also accelerate all Assessments or Charges which are accrued, but not yet due, in the manner provided by law. The Association's lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall be signed and acknowledged by an Officer or agent of the Association. Upon recording, the Association's claim of lien shall relate back to the date of the filing of the original Declaration of Condominium. Upon payment in full, the Condominium Parcel is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for Assessments or Charges in the manner that a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments or Charges without waiving any claim of lien.

10.3 Notice of Intention to Foreclose Lien. So long as required by law, no foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments or Charges. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments or Charges, including those which have been accelerated (if applicable) and those coming due after the claim of lien is recorded, are paid before the entry of a final judgment or foreclosure, the Association shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this provision are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

10.4 Attachment of Rental Income When Unit is Delinquent. Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws, or applicable law, the Association shall have the following options when payment of Assessments or Charges are in default (more than ten days in arrears). The Association may, without order of the Court, direct rental income (by written notice to the Tenant with copy to Unit Owner) from Units in default to be paid directly to the Association until all outstanding Assessments, Charges, other monetary obligations, interest, late fees, costs, collection expenses, attorneys' fees and receiver's fees, if applicable, are paid in full. As an alternative, the Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct. The Association may choose any of these courses of action, or other remedies as may be prescribed by law or elsewhere in the Condominium Documents, as the Board deems appropriate, without same constituting a waiver or election of remedies.

10.5 First Mortgagee. The priority of the Association's lien and the obligation for payment of past due Assessments or other sums due in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Act.

10.6 Certificate of Unpaid Assessments or Charges. Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments or Charges against him/her with respect to his/her Unit. The Association, its agents, and counsel shall be entitled to charge a fee for preparing such information, in amounts established by the Board, or in a management agreement between the Association and a Community Association Management Firm, or based on reasonable and customary fees charged by legal counsel.

10.7 Lien for Charges. Except as prohibited by law, there is created by this Declaration a common law and contractual lien to secure payment for any service which the Association provides for an individual Unit Owner or expenses which the Association incurs in regard to a Unit Owner and which are not otherwise secured by the statutory lien for Common Expenses. By way of example, but not limitation, a Lien for Charges exists to secure repayment to the Association when it must remove or reinstall Unit Owner alterations or items of Unit Owner insurance, maintenance, repair or replacement responsibility in connection with the Association's discharge of its Common Element maintenance responsibilities, or address emergency situations, such as water extraction from a Unit. The Lien for Charges shall be of equal priority to, shall accrue interest and late fees, and shall be foreclosed in the same manner as the Common Expense lien, including the right to recover attorneys' fees, costs and expenses of collection.

10.8 Liens and Encumbrances against Units. The Association shall have the right to satisfy any delinquent lien or other security interest against a Unit, excepting first mortgages, which are superior to the Association's lien, including without limitation unpaid ad valorem taxes. The Association shall have no obligation to satisfy such liens nor ascertain their existence. Prior to paying off a lien against a Unit, the Association shall give the Unit Owner reasonable notice and opportunity to remove the lien. Any such payments made by the Association will be secured by a Lien for Charges.

10.9 Other Remedies. The Board of Directors shall have the authority to impose such other remedies or sanctions permitted by the Act pertaining to non-payment of monetary obligations to the Association. Without limitation, same include suspension of use rights in Common Elements and Association Property; suspension of voting rights; suspension of the right to serve on the Board; the attachment of rental income; denial of lease approval requests; and acceleration.

11. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM. The administration and management of the Condominium shall be by the Association, which shall have by and through its Officers and Directors, such powers, authority and responsibilities as are vested in the Officers and Directors of a corporation not-for-profit under the laws of the State of Florida, including but not limited to those set forth more specifically elsewhere in the Condominium

Amended and Restated Declaration of Condominium
(Page 26 of 50)

Documents. The Association shall have authority to enter into management and other agreements concerning the matters of common interest through its Officers. The management of the Association and election of the Members to the Board of Directors shall be as set forth in the Bylaws. Without limiting the foregoing, the Association shall have the following rights and powers:

11.1 Unit and Limited Common Element Access. The irrevocable right of access to each Unit and its appurtenant Limited Common Elements during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration, or as necessary to prevent damage to the Common Elements or to any Unit or Units, or to determine compliance with the terms and provisions of this Declaration, the exhibits annexed hereto, and the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time. A pass key must be provided by the Unit Owner to the Association for each Unit entry door, and as may be applicable air conditioning or utility rooms or closets, and the assigned Storage Closet. The Association may utilize a master key system. When a Unit Owner must maintain, repair or replace portions of the Condominium Property as provided herein, and which requires access to another Unit for said purpose, the Unit Owner shall have reasonable right of access which shall be administered through the Association. The Unit Owner upon whose behalf access has been obtained shall be obligated for the expense of repairing any damage to the Condominium Property.

11.2 Assessments and Charges. The power to make and collect regular and special Assessments and other Charges against Unit Owners and to lease, maintain, repair, and replace the Common Elements and Association Property.

11.3 Delegation. The power to enter into contracts with others, for valuable consideration, for maintenance and management of the Condominium Property and Association Property and in connection therewith, or to its Officers and agents, to delegate the powers and rights herein contained, including, without limitation, the making and collecting of Assessments and other Charges against Unit Owners, and perfecting liens for non-payment thereof.

11.4 Regulations. The power to adopt and amend Rules and Regulations regarding the operation of the Association and use, appearance, maintenance, transfer and administration of the Condominium Property and Association Property.

11.5 Acquisition or Transfer of Real or Personal Property; Leasing Common Elements and Association Property. The power to acquire real property and transfer real property owned by the Association or otherwise convey and mortgage real property for the use and benefit of its Members with the same approval of Unit Owners as needed to amend the Declaration. No Unit Owner approval shall be required to acquire, purchase, or mortgage a Unit in connection with foreclosure of a lien or deed in lieu of foreclosure, nor to dispose of such Unit. Leasing of Common Elements or Association Property may be approved by the Board of Directors, as well as the lease fees, use fees, and other fees permitted by the Act or the

Condominium Documents. The Board of Directors shall have the authority to acquire personal property and to dispose of same, without need for membership approval.

11.6 Membership Agreements. The power to enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities with the same approval of Unit Owners as needed to amend the Declaration.

11.7 Fees for Use of Common Elements; Other Fees and Deposits. The power to set fees, pursuant to the Act, the Board of Directors shall have the authority to set use fees for private use of Common Elements or Association Property, as well as the regulations and policies pertaining to such use. The Board of Directors may also establish other fees and deposits determined necessary by the Board. Without limitation, same include: clubhouse/meeting room deposits, use fees and/or clean-up fees; fees for the issuance of parking passes or decals; fees for architectural/engineer review of renovation/alteration plans; contractor damage deposits; and internet service, facsimile service and other services using Association equipment. Nothing in this Declaration shall be construed as obligating the Association to provide any of the aforementioned services.

11.8 Lease of Association Property or Common Elements. The power to lease Association Property or Common Elements, as authorized by the Board of Directors, including, but not limited to, the lease of Building roof areas and other Common Elements for antennas or other telecommunications and similar equipment. No use fee may be charged against a Unit Owner for use of the Common Elements or Association Property except fees set by the Board pertaining to an Owner having exclusive use of the Common Elements or Association Property, or as agreed by the Association and the party leasing Association Property or Common Elements, pursuant to an oral or written Lease agreement, or fees authorized by this Declaration.

11.9 Limitation upon Liability of Association. Notwithstanding the duty to maintain, repair, replace, insure or reconstruct parts of the Condominium Property, the Association is not liable to Unit Owners or any other person for injury or damages of any nature, other than for the cost of maintenance and repair of items for which the Association is otherwise responsible, caused by any progressive, latent or unknown condition of the Condominium Property, nor for any claims for damages or expenses affiliated with the maintenance and repair of the Condominium Property, except incidental damage to Owner property as provided in Article 9.1.3 hereof. The Association shall have no liability for loss of use or inability to inhabit the Condominium Property during work performed by, or at the direction of the Association, when the Board of Directors reasonably believes the property cannot be safely occupied during said period(s) of time. Without limiting the intended generality of the foregoing, the Association shall have no liability for loss of use, loss of rental income, alternative housing or subsistence expenses, or loss of value.

Notwithstanding anything contained herein or in the Condominium Documents or any other document governing or binding the Association, the Association shall not be liable or

Amended and Restated Declaration of Condominium
(Page 28 of 50)

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responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, Occupant or user of any portion of the Condominium Property, including, without limitation, Residents and their Families, Guests, Tenants, Invitees or for any property of any such persons. Without limiting the generality of the foregoing:

11.9.1 It is the express intent of the Condominium Documents that the various provisions thereof which are enforceable by the Association, and which govern or regulate the use of the Condominium Property, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Condominium Property and the value thereof; and

11.9.2 The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Lee County, and/or any other jurisdiction or for the prevention of tortious or criminal activities; and

11.9.3 Any provisions of the Condominium Documents setting forth the uses of Assessments which relate to health, safety and or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if Assessment funds are chosen to be used for any such reason.

Each Unit Owner and each other person having an interest in or lien upon, or making any use of, any portion of the Condominium Property shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision.

As used in this section, "Association" shall include within its meaning all of the Association's Directors, Officers, Committee Members and other persons the Association may be required to indemnify, to the extent and limit of such indemnity, and without waiving, reducing or otherwise modifying coverage obligations or subrogation rights of any insurer.

11.10 Disclaimer, Waiver, and Release of Claims Regarding Mold and Mildew. Each Unit Owner acknowledges that the Condominium is located in a hot, humid climate, which is conducive to the growth of mold and/or mildew. The Board of Directors shall have the authority to adopt reasonable Rules and Regulations regarding maximum or minimum temperatures for Units and/or require that the air conditioning to the Units be set within certain temperature and/or humidity ranges and may require Owners to take such further actions as the Board deems advisable to control humidity and mold and/or mildew growth.

The Association shall not be responsible for the prevention of mold and/or mildew or any damages including, but not limited to, any special or consequential damages, property damages, personal injury, loss of income, emotional distress, death, loss of use, diminution or loss of value

Amended and Restated Declaration of Condominium
(Page 29 of 50)

of the Unit, economic damages, and adverse health effects relating to, arising from or caused by mold and/or mildew accumulation regardless of the cause of said mold/or mildew.

EACH UNIT OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES LOSSES AND EXPENSES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR UNFORESEEN, THAT SUCH PERSON HAS, OR MAY HAVE IN THE FUTURE, IN LAW OR IN EQUITY AGAINST THE ASSOCIATION, ITS OFFICERS, DIRECTORS, AND COMMITTEE MEMBERS, OR ANY PERSON OR ENTITY THE ASSOCIATION IS OBLIGATED TO INDEMNIFY (AND WITHOUT WAIVING, REDUCING OR OTHERWISE MODIFYING COVERAGE OBLIGATIONS OR SUBROGATION RIGHTS OF ANY INSURER), ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH, RELEASE, DISCHARGE, DISPERSAL OR PRESENCE OF MOLD AND/OR MILDEW OR ANY CHEMICAL OR TOXIN SECRETED THEREFROM.

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

12. INSURANCE. The insurance which shall be carried upon the Condominium Property, including the Units, Common Elements, and Association Property, shall be as follows:

12.1 Authority to Purchase Insurance. All insurance policies shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees as their respective interests may appear.

12.2 Coverage.

12.2.1 Property Insurance. Except as otherwise provided herein, the Association shall obtain and maintain fire, wind, general property and extended coverage insurance with a responsible insurance company upon all of the Insurable Improvements of the entire Condominium, including Association Property, the Common Elements (including Limited Common Elements), the Units, and the personal property of the Association, for the replacement value thereof, including coverage for changes in building codes, unless the Board determines that such coverage for changes in building codes is not reasonably available or commercially practicable, and less a commercially reasonable deductible as determined by the Board, provided the Board may exclude landscaping and exterior improvements not customarily insured by condominium associations in the locality, and foundation and excavation costs, in its discretion. The Association shall determine the replacement value of the Insurable Improvements through independent appraisal, at least every 36 months, so long as required by the Act. The Board shall establish deductibles, at a duly noticed meeting of the Board, and shall give notice of such

Amended and Restated Declaration of Condominium
(Page 30 of 50)

meeting, and determine the deductibles, as required by the Act, so long as required by the Act. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be reasonably available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by the Act. The original policy of insurance shall be held by the Association, and mortgagees shall be furnished, upon request, mortgage endorsements covering their respective interests. The word "Building" or "Insurable Improvement" in every property insurance policy issued to protect a Condominium building does not include: personal property in the Unit or Limited Common Elements; Unit floor, wall, or ceiling coverings; Unit or lanai electrical fixtures; appliances; water heaters; water filters; built-in cabinets or countertops; window treatments, including curtains, drapes, blinds, hardware and similar window treatment components; and replacements of any of the foregoing, which are located within the boundaries of a Unit and serve only one Unit. The Unit Owners shall also be responsible to insure all alterations, modifications or additions made to the Unit, Limited Common Elements, or Common Elements by said Unit Owner, or his predecessor in interest or title.

12.2.2 Flood. The Association shall use its best efforts to obtain and maintain adequate flood insurance, for replacement value, less a commercially reasonable deductible as determined by the Board, and less foundation and excavation costs if determined by the Board. The Association will have discharged its responsibility to use its "best efforts" to obtain "adequate" flood insurance if it is able to purchase flood insurance up to the limits available through the National Flood Insurance Program (NFIP), or through any similar federally-sponsored or related program, or through private carriers with similar coverage, for premium rates that are generally commensurate with flood insurance premium rates for condominiums in the local area.

12.2.3 Liability Insurance. The Association shall obtain and maintain public liability insurance covering all of the Common Elements and Association Property and insuring the Association and the Unit Owners as their interest may appear in such amount as the Board of Directors may deem appropriate. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The Unit Owners shall have no personal liability upon such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Unit Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage.

12.2.4 Fidelity Bond. The Association shall obtain and maintain insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the association" includes, but is not limited to, those individuals authorized to sign checks on behalf of the Association, and the President, Secretary, and Treasurer of the Association.

Amended and Restated Declaration of Condominium
(Page 31 of 50)

12.2.5 Worker's Compensation. Such worker's compensation coverage as may be required by law, or deemed advisable by the Board.

12.2.6 Other Insurance. Such other insurance as the Board of Directors may from time to time deem to be necessary, including but not limited to Errors and Omissions Officers and Directors Liability insurance coverage and insurance for the benefit of its employees.

12.3 Deductible and Other Insurance Features. The Board of Directors shall establish the amount of the deductible under the insurance policies, and other features (including but not limited to exclusions), as it deems desirable and financially expedient, in the exercise of its business judgment, and in the method provided by the Act. The deductible and other features shall be consistent with industry standards and prevailing practice for communities of similar size and age, and having similar construction and facilities in the locale where the Condominium Property is situated.

12.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

12.5 Insurance Shares or Proceeds. Insurance proceeds of policies purchased by the Association covering property losses shall be paid to the Association, and all policies and endorsements thereon shall be deposited with the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares:

12.5.1 Common Elements; Proceeds On Account Of Damage To Common Elements. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Expenses appurtenant to the Unit.

12.5.2 Unit; Proceeds On Account Of Damage To Units Shall Be Held In The Following Undivided Shares.

12.5.2.1 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed in the manner elsewhere stated.

12.5.2.2 Common Elements and Units. When both Common Elements and those portions of the Unit insured by the Association are damaged by a common occurrence, the proceeds of insurance shall be allocated between damage to Common Elements, Limited Common Elements, and Units as the Board of Directors shall determine. It shall be presumed that when there are insurance proceeds received on account of a common Casualty or covered cause of loss under the Association's applicable insurance policy, but insufficient proceeds for Casualty or covered cause of loss repair (including but not limited to shortfalls

Amended and Restated Declaration of Condominium
(Page 32 of 50)

occasioned by the existence of a deductible), that such shortfalls shall first be applied to Common Elements damage, and then to damage to Units and Limited Common Elements, it being the intent of this provision that when there is a common Casualty loss or covered cause of loss under the Association's applicable insurance policy causing significant damage to the premises, the shortfalls occasioned by deductibles shall be first apportioned to all Unit Owners in proportion to their share of the Common Elements and not applied first to Unit damage.

12.5.3 Mortgages. In the event that a mortgage endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds.

12.6 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed in the following manner:

12.6.1 Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the Unit Owners, or, at the option of the Board, may be deposited in the Association's reserve fund.

12.6.2 Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed in accordance with the Plan of Termination approved pursuant to Article 19.

12.7 Association as Agent. The Association is irrevocably appointed agent for each Unit Owner and for each Owner of a mortgage or other lien upon any Unit and for each Owner of any other interest in the Condominium Property or any property in which the Association owns an interest, to adjust all claims arising under insurance policies by the Association, and to execute and deliver releases upon the payment of such claim.

13. RECONSTRUCTION AFTER CASUALTY. If any part of the Condominium Property shall be damaged by Casualty or covered cause of loss under the Association's applicable insurance policy, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

13.1 Common Elements. If the damaged improvement is any of the Common Elements, the damaged Common Elements shall be reconstructed or repaired, unless the Condominium is to be terminated as provided elsewhere herein.

13.2 The Building.

Amended and Restated Declaration of Condominium
(Page 33 of 50)

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BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

13.2.1 Lesser Damage. If the damage renders less than 50% of the Units in the Condominium uninhabitable, as determined by the Board of Directors or governmental agencies of jurisdiction, the damaged property shall be reconstructed or repaired.

13.2.2 Major Damage. If the damage renders more than 50% of the Units in the Condominium uninhabitable, as determined by the Board of Directors or governmental agencies of jurisdiction, the damaged property will be reconstructed or repaired, unless 75% of the entire Voting Interests in the Condominium agree in writing that such reconstruction or repair shall not take place. The decision whether or not to reconstruct or repair shall be made within one hundred eighty (180) days after the Casualty or covered cause of loss under the Association's applicable insurance policy, provided however that the Board of Directors shall have the authority to extend this period for decision-making, not to exceed three (3) years, to deal with exigencies in communication with Unit Owners caused by natural disasters or other significant casualties, or to deal with delays in obtaining information regarding reconstruction costs or insurance proceeds available for reconstruction.

13.2.3 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Building, as set forth in the plans and specifications for the Building, or if not, then according to plans and specifications approved by the Board of Directors, regardless of whether it is a Material Alteration or Addition as described in Article 9.10 and no vote of the Unit Owners shall be required.

13.2.4 Definition of "Uninhabitable." For purposes of this Declaration, "uninhabitable" shall mean that the Board of Directors has concluded that the Condominium Property which the Association is required to insure cannot be restored to the condition (or a better condition) in which it existed prior to the Casualty or covered cause of loss under the Association's applicable insurance policy through available insurance proceeds, plus a special assessment against each Unit Owner not to exceed 10% of the average fair market value of the Units prior to the Casualty or covered cause of loss, as determined by the Board. This calculation shall not include costs affiliated with those items the Unit Owner is obligated to repair or replace, at the Unit Owner's expense. A governmental agency's declaration or order that the Condominium Property may not be occupied for a defined period of time due to safety concerns shall not conclusively establish that Units are uninhabitable, provided that the Units can be made safe for occupancy pursuant to the standards set forth above. In the event of a dispute as to whether or not Units are "habitable," a resolution enacted by the Board shall be binding on all parties, unless wholly arbitrary or contrary to law.

13.3 Responsibility. All reconstruction work after a Casualty or covered cause of loss under the Association's applicable insurance policy for damaged items that the Association insures shall be undertaken by the Association, except that a Unit Owner may undertake reconstruction work on portions of the Unit with the prior written consent of the Board. However, such work, and the disbursement of insurance proceeds, may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, the contract that is

Amended and Restated Declaration of Condominium
(Page 34 of 50)

used for that purpose, and reasonable verification of appropriate steps to ensure that the work is done and that the contractor is paid for the performance of said work. Unit Owners shall be responsible for reconstructing those items that the Unit Owners are required to insure. All required governmental permits and approvals must be obtained prior to commencing reconstruction. Assessments for the cost of the work shall be set forth in Article 13.5 below. If an Owner fails to repair and reconstruct those items that the Unit Owner is responsible for under this Declaration, the Association shall have, without waiver of other remedies, the right to proceed in accordance with Article 9, in which event the Unit Owner shall be charged for the costs of such activities (including attorneys' fees incurred by the Association) by the Association which shall be secured by such rights as exist for collecting Common Expenses under these Condominium Documents i.e., a Lien for Charges.

13.4 Estimates of Costs. After a determination is made to rebuild or repair damage to property for which the Association or Unit Owner has the responsibility of reconstruction and repair, the Association or Unit Owner shall obtain promptly reliable and detailed estimates of the cost to rebuild or repair.

13.5 Assessments. The cost of reconstruction after Casualty for those portions of the Condominium Property required to be insured by the Association shall be considered a Common Expense of the Condominium, pursuant to Section 718.111(11)(j) of the Act. However, any cost of repair, reconstruction or replacement of portions of the Condominium Property that is not caused by a Casualty or covered cause of loss under the Association's applicable insurance policy, as determined by the Board of Directors, shall be repaired, and said costs allocated pursuant to the general maintenance, repair, and replacement provisions of this Declaration.

13.6 Damage Caused By Wear and Tear of the Condominium Property. Damage to the Condominium Property that is not caused by a Casualty, as defined in Article 1.9 or covered cause of loss under the Association's applicable insurance policy, shall be repaired or replaced in accordance with the provisions of Article 9 and shall not be subject to this Article 13.

13.7 Termination of Condominium if Not Reconstructed. If the Owners vote not to reconstruct the Condominium by vote described in Article 13.2.2 hereof, the Condominium shall be terminated in accordance with the procedures set forth in Article 19 hereof.

13.8 Additional Board Authority. In addition to Board authority granted by law and the Condominium Documents, the Board shall have the following power and authority in connection with emergency conditions:

13.8.1 To determine after a Casualty whether the Units can be safely occupied, which decision shall not be conclusive as to the determination of habitability in Article 13.2. Such decision shall be based upon the advice of emergency management officials or a licensed professional.

13.8.2 To declare any portion of the Condominium Property or Association Property unavailable for occupancy by Owners, Family members, Tenants, or Guests after a

Casualty, including during the rebuilding process. Such decision by the Board shall be based upon the advice of emergency management officials or a licensed professional (such as an engineer) and can be made only if necessary to protect the health, safety, or welfare of the Association, Owners, Family members, Tenants, or Guests.

13.8.3 To mitigate damage and take action to prevent the spread of fungus (including but not limited to mold and mildew) by tearing out wet drywall and carpet (even if the Unit Owner is obligated to insure and/or replace those items) and to remove personal property from the Unit and dispose of damaged property or store such property onsite or at an offsite location, with Owners responsible for reimbursing the Association for items for which the Owner is responsible but which may be necessary to prevent further damage. The Association shall bear no liability for such actions, if taken in good faith.

13.8.4 To contract on behalf of Unit Owners, with said Owners responsible to reimburse the Association, for items for which the Owner is responsible but which may be necessary to prevent further damage. Without limitation, this includes debris removal, dry-out of Units and replacement of damaged air conditioners when necessary to provide climate control in the Units. The Unit Owner shall be responsible to reimburse the Association within ten (10) days of the Association's invoice. The Association's right to payment shall be secured by a Common Expense Lien as provided in the Act and actions to collect such sums shall entitle the Association to recover interest, late fees, attorneys' fees, and other costs and expenses of collection.

13.8.5 To implement a disaster plan prior to, during or after an impending disaster including, but not limited to, shutting down elevators, electricity, security systems, and air conditioners.

13.8.6 To adopt, by Board action, emergency assessments with such notice deemed practicable by the Board.

13.8.7 To adopt emergency Rules and Regulations governing the use and occupancy of the Units, Common Elements, Limited Common Elements, and Association property, with notice given only to those Directors with whom it is practicable to communicate.

13.8.8 To enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

13.8.9 To exercise all emergency powers set forth in the Act.

14. OWNERSHIP AND USE RESTRICTIONS. Ownership and use of Condominium Property shall be in accordance with the following use restrictions and reservations:

14.1 Occupancy of Units; Single Family Residence. A Condominium Unit shall be used only as a Single Family residence. As used in the Condominium Documents, "Single Family" means one natural person, a group of two or more natural persons who customarily reside together as a Single Family housekeeping Unit, each of whom is related to each of the

Amended and Restated Declaration of Condominium
(Page 36 of 50)

others by blood, marriage (or domestic partnership) or adoption, or not more than two persons not so related, who customarily reside together as a single housekeeping Unit. No more than six (6) persons may reside in a Unit. No more than eight (8) persons (including Unit Owners, Tenants, Residents, their Families, Guests or any other Occupants) may sleep overnight in a Unit. For purposes of these Condominium Documents, reside means to sleep in the Unit for more than thirty (30) nights during a calendar year. No Unit may be divided or subdivided into a smaller Unit nor any portion sold or otherwise transferred. No person may reside in a Unit as a Unit Owner, Resident, or Family member or for any reason occupy the Unit on an overnight basis for more than thirty (30) days in a calendar year unless said person's occupancy has been specifically approved by the Association, through the Board of Directors. In considering such requests, the Board may consider factors set forth in Article 17 hereof, and may charge a reasonable fee for review of residency requests. Visitation by Guests is further governed by Article 15 of this Declaration. Occupancy by Tenants is further governed by Article 16 of this Declaration. Units may not be used for commercial or business purposes. Unit Owners and Occupants may use Units for "home office" or "telecommuting" purposes, provided that such uses do not involve customers or clients coming onto the Condominium Property, the posting of any signage in the Condominium, the storage of equipment, products, or materials in the Condominium, nor more than two regular deliveries per day of correspondence or similar items from customary express delivery services.

14.2 Nuisance. No nuisance (as reasonably determined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to Residents or Occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its Residents or Occupants. No activity specifically permitted by this Declaration shall be deemed a nuisance.

14.3 Pets. Each Unit Owner or Occupant (regardless of the number of joint Owners or Occupants) may maintain not more than two (2) domestic pets. No pet shall be kept, bred or maintained for any commercial purpose, shall not become a nuisance or annoyance to neighbors and shall first be registered with the Association. No reptiles, "exotic pets" or wildlife shall be kept in or on the Condominium Property (including Units). Unit Owners must pick-up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be kept on a leash no more than six (6) feet in length at all times when outside the Unit and shall not be permitted on outdoor recreations areas (e.g., pool decks). No pets may be kept on lanais when the Owner is not in the Unit. Without limiting the generality of Article 21 hereof, a violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable Rules and Regulations) and/or to require any pet to be permanently removed from the Condominium Property. This Article shall not prohibit the keeping of fish or caged household-type bird(s) in a Unit, provided that a bird(s) is not kept on Limited Common Elements and does not become a nuisance or annoyance to neighbors.

14.4 Alterations. Without limiting the generality of Article 9 hereof, but subject to the proviso contained therein as to hurricane shutters, no Unit Owner shall cause or allow

Amended and Restated Declaration of Condominium
(Page 37 of 50)

improvements or changes to any Unit, Limited Common Elements appurtenant thereto or Common Elements, including, but not limited to, painting or other decorating of any nature (other than to the interior of the Unit), installing any electrical wiring, television antenna, machinery, or air-conditioning units or in any manner changing the appearance of any portion of the Building, without obtaining the prior written consent of the Association (in the manner provided in Article 9 hereof).

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

14.6 Hurricane Protection. No type of hurricane protection may be installed in or around the Units other than hurricane shutters meeting the specifications (including as to location) adopted by the Board of Directors as required by the Act.

14.7 Exterior Improvements; Landscaping. Without limited the generality of Article 9 or Article 14.4 hereof, but subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, lanais, or windows of the Buildings (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Association.

14.8 Vehicles and Trailers. Except as permitted below, no trucks (including pickup trucks), commercial vehicles, campers, mobile homes, recreational vehicles, motorcycles, boats, watercrafts, boat/watercraft trailers, or other trailers shall be kept on the Condominium Property. For purposes of the foregoing, "commercial vehicles" shall mean those not designed or used for customary personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether the same is a commercial vehicle. The foregoing shall not prohibit, however, (i) the parking of otherwise prohibited vehicles on the Condominium Property in the course of providing services to the Condominium Property, the Occupants thereof or the Association, (ii) unmarked pick-up trucks of no more than one-half (1/2) ton capacity parking in a carport, or (iii) vans with windows which contain seating for at least four (4) persons, provided that such vans and trucks shall not bear commercial-type lettering or graphics. All vehicles kept on the Condominium Property shall be operational and in good condition. In the event of doubt or dispute as to whether a vehicle is prohibited by this Article, the good-faith determination of the Board of Directors shall be binding and conclusive.

Amended and Restated Declaration of Condominium
(Page 38 of 50)

All persons are hereby advised to consult with the Association and the Community Association (which may have its own vehicle restrictions) prior to bringing any vehicle upon the Condominium Property.

14.9 Relief by Association. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Article 14 for good cause shown.

14.10 Changes in Permitted Uses. No amendments to this Article 14, any other provision of this Declaration governing the use of Units or the Common Elements or to any Rules and Regulations of the Association shall operate to prohibit the keeping of a pet, parking of a vehicle or leasing or occupancy of a Unit where the same was (i) permitted prior to the effectiveness of the amendment, (ii) being conducted in reliance on such permissibility and (iii) is continuing with the same pet, vehicle, lessee or Occupant as existed prior to the effectiveness of the amendment. Likewise, no improvement made to or about any Unit (e.g., the installation of hurricane shutters) which was permitted at the time of its making shall be required to be removed by virtue of a change in the permissibility of such types of improvements.

14.11 Additional Restrictions. Additional use, transfer, and other restrictions are contained in the Rules and Regulations, which may be amended from time to time by the Board of Directors. Amendments to the Rules and Regulations may, but need not be recorded in the Public Records. Additional use, transfer and other restrictions are also contained elsewhere in the Condominium Documents.

15. GUEST OCCUPANCY. A “Guest” is defined as a person who enters upon the Condominium Property at the invitation of a Unit Owner or Tenant, (or their respective families) for the purpose of visiting the Unit Owner or Tenant (or their respective families), occupying the Condominium Unit for less than thirty (30) days during any calendar year, or utilizing the Condominium Property. Use or visitation without consideration (payment) distinguishes a Guest usage from a tenancy. Any person occupying a Unit for more than thirty (30) days in a calendar year regardless of whether any consideration is paid, shall not be considered a Guest, and may be considered a Resident or Tenant, as and if deemed appropriate by the Board. There are various types of Guest uses, which are regulated as follows:

15.1 Non-Overnight Visitation by Guests When Unit Owner or Tenant is in Residence. There is no restriction against day visits by Guests, provided that same does not create a nuisance or annoyance to other Condominium Residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict or prohibit Guest visitation by persons who have committed nuisances upon the Condominium Property or otherwise violated the Condominium Documents in the past, and persons who have been convicted of or pled no contest to a felony, including but not limited to registered sex offenders and persons who have been convicted of or pled no contest to narcotic offenses. Non-overnight Guests need not be registered with the Association, but may be subject to access control protocols or procedures used generally, if any. Non-overnight Guests shall be entitled to use the Association facilities

Amended and Restated Declaration of Condominium
(Page 39 of 50)

only when accompanied by the Unit Owner or Tenant (or an adult, resident Member of the Unit Owner's or Tenant's Family), unless otherwise approved by the Board of Directors. The Board may establish additional restrictions on non-overnight Guest usage of Condominium facilities, including but not limited to the maximum numbers of Guests who may use common facilities.

15.2 Overnight Guests When Unit Owner or Tenant is in Residence. Unit Owners and Tenants (and their respective Families) may have related or unrelated overnight Guests, so long as the Unit Owner or Tenant is in simultaneous residence in that Unit. There is no requirement for registration of overnight Guests with the Association when the Unit Owner or Tenant is simultaneously occupying the Unit. The Association may restrict or prohibit Guest visitation by persons who have committed nuisances upon the Condominium Property or otherwise violated the Condominium Documents in the past, and persons who have been convicted of or pled no contest to a felony, including but not limited to registered sex offenders and persons who have been convicted of or pled no contest to narcotic offenses. No more than eight (8) persons (including the Unit Owners, Tenants, Residents, their Families, Guests or any other Occupants) may sleep overnight in a Unit.

15.3 Non-Overnight Guests in the Absence of the Unit Owner or Tenant. Unit Owners and Tenants are not permitted to have non-overnight Guests when the Unit Owner or Tenant is absent from the Condominium. Unit Owners and Tenants may have Units inspected by caretakers, friends or relatives. However, such individuals shall not be permitted to use Condominium facilities, such as recreational facilities (including but not limited to the pool and parking areas).

15.4 Overnight Guests in the Absence of the Unit Owner or Tenant. Tenants are not permitted to have overnight Guests (related or non-related) in the absence of the Tenants' simultaneous residence. Unit Owners are permitted to have overnight Guests in the absence of the Unit Owner subject to the following conditions, and such other Rules and Regulations as may be deemed necessary by the Board to effectuate the residential, non-transient nature of this Condominium. The Association may restrict or prohibit Guest visitation by persons who have committed nuisances upon the Condominium Property or otherwise violated the Condominium Documents in the past, and persons who have been convicted of or pled no contest to a felony, including but not limited to registered sex offenders and persons who have been convicted of or pled no contest to narcotic offenses.

15.4.1 Non-Related Overnight Guests in the absence of the Unit Owner will be limited to two (2) occupancies per calendar year with a maximum stay of seven (7) days per occupancy. The limitation on Unit density in Article 15.2 applies. Ten (10) days prior notice to the Association is required.

15.4.2 Related Overnight Guests may occupy a Unit in the absence of the Unit Owner. For the purpose of this provision, "related" means at least one adult who is occupying the Unit on an overnight basis, in the absence of the Unit Owner, is related to the Unit Owner or Primary Occupant (by blood, marriage, domestic partnership or adoption) to the following

Amended and Restated Declaration of Condominium
(Page 40 of 50)

degree: parent, grandparent, child, grandchild, or sibling. The limitation on Unit density in Article 15.2 applies. Ten (10) days prior notice to the Association is required.

15.5 Additional Board Authority. The Board may promulgate such rules, policies, and procedures as are necessary to implement this Article. The Board may, at a duly-noticed meeting, temporarily suspend or permanently ban a Guest from entering the Condominium Property if the Board finds that such person has engaged in a serious violation of the Condominium Documents or applicable law upon the Condominium Property, or has engaged in systematic violations of the Condominium Documents or applicable law upon the Condominium Property. Prior to the imposition of such suspension or ban, the Owner of a Unit shall be given at least fourteen (14) days' notice of an opportunity before a hearing before the Board of Directors to show cause why the suspension or ban should not be imposed. The decision of the Board shall be final and shall not be subject to any requirement for a hearing before any type of Committee. In the event that Unit Owners are suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as guest occupancies, the Association may require proposed Guest Occupants to submit proof of familial relationship, an affidavit as to absence of payment for the right to occupy the premises, or other proof that the leasing provisions of Article 16 are not being violated.

16. LEASING. The lease of a Unit is defined as occupancy of the Unit by any person other than the Unit Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value). The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration. The term "Tenant" and "Lessee" shall likewise be used interchangeably. All leases must be in writing. Should a Unit Owner lease his Unit, he shall, if so requested by the Association or as may be required by Rule of the Board, furnish the Association with a copy of the lease, the name of the Lessee, the names of all Residents and such other information as the Association may reasonably require. Any person occupying the Unit as a Resident after initial registration shall be subject to a separate registration process. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing are prohibited. All leases shall be for a minimum period of thirty (30) days.

16.1 Tenant Conduct; Remedies. All leases are deemed to provide that the Tenants have read and agreed to be bound by the Condominium Documents. Any violation of the Condominium Documents shall constitute a material breach of the lease and subject the Tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a Tenant, Resident, other Unit Occupant, Guest or Invitee fails to abide by the Condominium Documents, the Unit Owner(s) shall be responsible for the conduct of the Tenants, Residents, Occupants, Guests or Invitees and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Unit Owner shall have the duty to bring his Tenant's conduct (and that of the other Unit Residents, Occupants, Guests or Invitees) into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails to

Amended and Restated Declaration of Condominium
(Page 41 of 50)

bring the conduct of the Tenant into compliance with the Condominium Documents in a manner deemed acceptable by the Association, or in other circumstances as may be determined by the Board, the Association shall have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the Tenants' noncompliance with the Condominium Documents (or the noncompliance of other Residents, Occupants, Guests or Invitees), including without limitation the right to institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the Unit Owner. The Association shall have the right to recover any costs or fees, including attorneys' fees, incurred in connection with such actions, from the Unit Owner which shall be secured by a continuing lien in the same manner as assessments for Common Expenses, to wit, secured by a Lien for Charges. Any uniform lease or lease addendum will provide, and all leases will be deemed to provide that the Association shall have the authority to direct that all rental income related to the Unit be paid to the Association until all past due and current obligations of the Association have been paid in full, including but not limited to all past due Assessments, Charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection.

16.2 Liability. The liability of the Unit Owner under the Condominium Documents shall continue notwithstanding the fact that he may have leased or rented his interest in the Unit as provided herein.

17. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial Unit Owners who are financially responsible, and thus protect the value of the Units, the use and transfer of Units by any Owner shall be subject to the following provisions as long as the Condominium exists upon the land, which provisions each Unit Owner covenants to observe:

17.1 Forms of Ownership:

17.1.1 Ownership by Individuals. A Unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

17.1.2 Co-Ownership. Co-ownership of Units may be permitted. If the co-owners are other than spouses or Domestic Partners, the Owner(s) must within ten (10) days of taking title designate one natural person as "Primary Occupant." Two persons may, in the discretion of the Board and upon request, be each designated as "Primary Occupants" so long as such persons are spouses or Domestic Partners. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the Unit may be used as a short-term or transient accommodations for several entities, individuals or families as a timeshare, a shared Unit, fractional ownership, or used as Guest accommodations for employees, customers, or Guests of Units owned by business entities, religious, or charitable organizations, and the like. The use of the Unit by other persons shall be as if the Primary Occupant was the only actual Owner. The Primary Occupant shall be the person entitled to vote on behalf of the Unit, and exercise rights of membership. No more than four (4) changes in Primary Occupant will be approved in any calendar year, except in connection with title transfers. No time share

estates may be created. "Unit Sharing" by multiple families and "Fractional Ownership" are prohibited.

17.1.3 Ownership by Corporations, Partnerships, Limited Liability Companies, Trusts, or Other Artificial Entities. A Unit may be owned in trust, or by a corporation, partnership, limited liability company, or other entity which is not a natural person. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the Unit may be used as a short-term or transient accommodations for several entities, individuals or families as a timeshare, a shared Unit, fractional ownership, or used as Guest accommodations for employees, customers, or Guests of Units owned by business entities, religious, or charitable organizations, and the like. Partnerships, trusts, corporations, limited liability companies, or other artificial entity Owners must designate a Primary Occupant in the same matter as set forth in Article 17.1.2. No more than four (4) changes in designation of Primary Occupant will be approved in any twelve (12) month period.

17.1.4 Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved as provided below. In that event, the life tenant shall be the only Member from such Unit, and occupancy of the Unit shall be as if the life tenant were the only Owner. The life tenant shall be liable for all Assessments and Charges against the Unit. Any vote, consent, or approval required by the Condominium Documents or law may be given by the life tenant alone, and the vote, 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 and other rights and obligations.

17.2 A copy of the deed or other instrument of conveyance must be provided to the Association within ten (10) days of the date such instrument was recorded.

18. METHOD OF AMENDMENT OF DECLARATION. Except as elsewhere provided otherwise, this Declaration may be amended in the following manner:

18.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

18.2 Proposed Amendment Format. Proposals to amend the existing Declaration of Condominium shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM. SEE ARTICLE NUMBER FOR PRESENT TEXT."

18.3 Notice. The subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

Amended and Restated Declaration of Condominium
(Page 43 of 50)

18.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of two-thirds (2/3rds) of the Voting Interests in this Condominium present (in person or by proxy) and voting at a duly noticed meeting where at least one-third (1/3rd) of the Voting Interests in this Condominium are represented (in person or by proxy) at such meeting, or by the written agreement of two-thirds (2/3rds) of the entire Voting Interests in this Condominium. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Condominium Documents, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

18.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Lee County Public Records according to law.

18.6 Automatic Amendment. Whenever the Act, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in this Declaration, the Board may operate the Association pursuant to the less stringent requirements without the need to change this Declaration. The Board of Directors, without a vote of the Owners, may also adopt by majority vote, amendments to this Declaration as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

18.7 Proviso. No amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

19. TERMINATION.

19.1 The Condominium may be terminated under any one of the following alternatives:

19.1.1 Termination Because of Economic Waste or Impossibility. Notwithstanding anything to the contrary in this Declaration, the condominium form of ownership may be terminated by a plan of termination approved by the percentage of Voting Interests necessary to amend the Declaration when:

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

Amended and Restated Declaration of Condominium
(Page 44 of 50)

- it becomes impossible to operate or reconstruct the Condominium in its prior physical configuration because of land use laws or regulations.

It is the intent of this provision to incorporate Section 718.117(2) of the 2016 version of the Act.

19.1.2 Optional Termination. Except as provided in Article 19.1.1, the condominium form of ownership may be terminated pursuant to a plan of termination approved by at least eighty percent (80%) of the total Voting Interests of the Condominium if not more than ten percent (10%) of the total Voting Interests of the Condominium have rejected the plan of termination by negative vote or by providing written objections thereto. It is the intent of this provision to incorporate the provisions of Section 718.117(3) of the 2016 version of the Act.

19.1.3 Very Substantial Damage. If the Condominium suffers major damage as defined in Article 13, which shall mean that more than one-half the Units in the Condominium are rendered uninhabitable as determined in the sole discretion of the Board of Directors, the Condominium may be terminated if seventy-five percent (75%) of the total Voting Interests in the Condominium vote to approve a plan of termination.

19.1.4 Mortgage Lienholders. Notwithstanding any provision to the contrary in this Declaration or the Act, approval of a plan of termination by the holder of a recorded mortgage lien affecting a Condominium Parcel is not required unless the plan of termination would result in less than the full satisfaction of the mortgage lien affecting the Condominium Parcel. If such approval is required and not given, a holder of a recorded mortgage lien who objects to a plan of termination may contest the plan as provided in Section 718.117(16) of the 2016 version of the Act.

19.2 Procedures for Termination and Sale. The termination of the Condominium via either of the methods set forth in 19.1.1 through 19.1.3 herein shall be as set forth in Section 718.117(4) – (20) of the 2016 version of the Act.

19.3 Amendment. This Article 19 may be amended in the same manner in which this Declaration may be amended generally, as set forth in Article 18.

20. CONDEMNATION.

20.1 Awards. 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 Unit Owners, the Unit Owners shall deposit the awards with the Association, and if any fail to do so, a special assessment shall be made against a defaulting Unit Owner in the amount of this award, or the amount of the award shall be set off against any sums payable to that Owner.

Amended and Restated Declaration of Condominium
(Page 45 of 50)

20.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be decided in the same manner as repair after Casualty as set forth in Article 13 hereof.

20.3 Distribution of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will 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, the size of the Condominium may be reduced. The Owners of condemned Units, if any, will share in awards and special assessments as provided below.

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

20.5 Units Reduced but Habitable. If the taking 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:

20.5.1 Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.

20.5.2 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 mortgagee(s).

20.5.3 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 Unit 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.

20.6 Units Not Habitable. If the taking of any entire Unit or so reduces the size of the Unit 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:

20.6.1 Payment of Award. The condemnation award 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).

Amended and Restated Declaration of Condominium
(Page 46 of 50)

20.6.2 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 all Unit Owners in the manner approved by the Board of Directors.

20.6.3 Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner and to recondition the remaining portion of the Unit, the amount required for those purposes shall be raised by special assessment against all of the Unit Owners who will continue as Owners of any Unit after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Expenses after the changes effected by the taking.

20.7 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 the manner approved by the Board of Directors. The balance of such awards, if any, may be returned to the Unit Owners or used by the Association as the Board may determine.

20.8 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements that are necessitated by condemnation, shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Board.

21. COMPLIANCE AND DEFAULT.

21.1 Duty to Comply; Right to Sue. Each Unit Owner, his Family, Tenants, Guests, Invitees and all Unit Occupants 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, or for failure to comply may be brought by the Association or by a Unit Owner against:

21.1.1 The Association. The Association may, but shall not be required to, seek enforcement of the Condominium Documents. Without limiting the intended generality of the foregoing sentence, the Board shall have the discretion, without further liability to the Association, to decline to take action in cases as to which legal counsel has advised of a reasonable probability of failure on the merits, or in situations which involve disputes, complaints, or allegations of violation of the Condominium Documents involving the interest of the Owners of two different Units, including but not limited to noise complaints, nuisance allegations, and the like;

21.1.2 A Unit Owner; or

21.1.3 Anyone who occupies a Unit as a Unit Owner, Family member, Tenant, Occupant or Guest. Unit Owners shall be jointly and severally liable for violations of the Condominium Documents by their Family members, Tenants, Guests, Invitees and Unit Occupants.

Amended and Restated Declaration of Condominium
(Page 47 of 50)

21.2 Attorneys' Fees. In any legal proceeding arising out of an alleged failure of a Unit Owner, Family member, Tenant, Guest, Invitee, Occupant 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 and expenses of the proceeding and a reasonable attorneys' fee before trial, at trial and on appeal.

21.3 No Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owners under any terms, provisions, covenants, or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, or at law or in equity.

21.4 Waiver of Application of Condominium Documents. The Association shall have the right to waive the application of one or more of the covenants or restrictions of the Condominium Documents, or to permit a deviation from said covenants or restrictions, as to any Unit where, in the discretion of the Board, hardship circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event the Association fails to enforce violation of said covenants or restrictions, such actions or inactions shall not be deemed to prohibit nor restrict the right of the Association, or any other person having the right to enforce said covenants or restrictions, from insisting upon strict compliance with respect to all other Units, nor shall any such actions be deemed a waiver of any of the covenants or restrictions contained in the Condominium Documents as same may be applied in the future.

21.5 Notice of Lien or Suit.

21.5.1 Notice of Lien. A Unit Owner shall give written notice to the Association of every lien upon his Unit, other than for permitted first mortgages, taxes and special assessments, within five (5) days after the Unit Owner receives actual notice of the attachment thereof.

21.5.2 Notice of Suit. A Unit Owner shall give written notice to the Association of every suit or other proceeding which may affect the title to his Unit, or impose liability on the Association, within five (5) days after the Unit Owner receives actual knowledge thereof.

21.5.3 Failure to Comply. Failure of an Owner to comply with this Article 21.5 will not affect the validity of any judicial suit; however, the failure may render the Owner liable to any party injured by such failure.

22. THE COMMUNITY ASSOCIATION. Lexington Community Association, Inc. (same being defined herein as the "Community Association") has been created to administer the Community Covenants and, generally, to operate, administer, regulate the use of, and maintain and repair the "Common Areas" of all types under the Community Covenants. In addition to the Unit Owners, owners of other residential units (and possibly other parties) will be members of

Amended and Restated Declaration of Condominium
(Page 48 of 50)

the Community Association and, as such, shall have the right of access to and use of the Common Areas. The following provisions have been included herein, and shall be interpreted and enforced, in order to further the purposes of the Community Association and the Community Covenants:

22.1 Maintenance. The Community Association shall, per the Community Covenants, maintain the following portions of, or installations with, the Common Elements: grass and landscaping, pavement (including painting thereon), curbs and parking bumpers (if any), the common irrigation system, street lights and directional and identifying signage.

22.2 Assessments and Collections. Assessments levied by the Community Association shall be the responsibility of the Unit Owners individually and not Common Expenses hereunder. However, the Association may enter into an agreement with the Community Association whereunder the Association may collect the Assessments of the Community Association for Unit Owners, or vice versa.

22.3 Amendments. Notwithstanding anything contained in this Declaration or the Articles of Incorporation, Bylaws or Rules and Regulations of the Association to the contrary, no amendment to any of said documents shall be effective as against the Community Association if same alters, impairs or prohibits the rights of the Community Association or its Members unless the Community Association consents thereto.

22.4 Non-Discrimination. Neither the provisions of this Declaration nor those of the Articles of Incorporation, Bylaws or Rules and Regulations of the Association shall be interpreted or enforced in a manner which discriminates against the Community Association or its members (particularly, but without limitation, its members who are not Unit Owners) or Members of the Association entitled to use any portion of the Common Elements.

23. MISCELLANEOUS PROVISIONS.

23.1 Covenants Running with the Land. The covenants and restrictions as herein contained, or forming a part of the Condominium Documents, shall be deemed to run with the land and shall run perpetually unless terminated or amended as provided herein.

23.2 Savings Clause. If any provision of the Condominium Documents hereto, as the same now exist or as may be later amended or any portion thereof, shall be held invalid by any Court, or other governmental agency with proper authority to so hold, the validity of the remainder of said Condominium Documents shall remain in full force and effect.

23.3 Heirs, Successors and Assigns. These Condominium Documents shall be binding upon the heirs, nominees, successors, administrators, executors and assigns of all Unit Owners.

23.4 Notices. All notices shall be given as provided in the Bylaws.

Amended and Restated Declaration of Condominium
(Page 49 of 50)

23.5 Compliance with Fair Housing Laws. There shall be no limitation upon sale, lease, or occupancy of any Unit based upon race, creed, color, sex, religion, national origin, handicap, or familial status. The Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Condominium Documents, when necessary to afford handicapped individuals the opportunity to enjoy the Condominium premises, or to comply with other legal requirements.

23.6 Conflicts. In the event of a conflict between any provision of the Condominium Documents and the Condominium Act, the Condominium Act shall control, except in cases where the Act permits the Condominium Documents to regulate the subject, in which case the Condominium Documents will control. In the event of a conflict between this Declaration and the other Condominium Documents, same shall be governed as provided in the Bylaws.

23.7 Interpretation. The Board of Directors shall be responsible for interpreting the provisions of the Condominium Documents. The Board's interpretations shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Association's legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the interpretation as valid.

23.8 Captions and Headings. The headings and captions used in the Condominium Documents are solely for convenience sake and shall not be considered a limitation of any nature in interpreting the Condominium Documents.

23.9 Waiver. The failure of the Association to enforce any right, provision, covenant, or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

23.10 Plurality; Gender. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

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Amended and Restated Declaration of Condominium
(Page 50 of 50)

LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

LEGAL DESCRIPTION
WATERFORD AT LEXINGTON, CONDOMINIUM NO. 3
SECTION 9, TOWNSHIP 46 SOUTH, RANGE 24 EAST

TWO PARCELS OF LAND SITUATED IN SECTION 9, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, SAID PARCELS BEING A PART OF THE LANDS PLATTED AS "LEXINGTON COUNTRY CLUB" AS RECORDED IN PLAT BOOK 56, PAGES 59-68, IN LEE COUNTY FLORIDA, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS;

PARCEL WF3-15: PART OF DESIGNATED TRACT 15 OF LEXINGTON COUNTRY CLUB, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE ORIGINAL LINE OF TRACT 15 (OF WHICH THIS IS A PART) THENCE THROUGH SAID TRACT 15, ALONG THE WEST LINE OF A 35' WIDE RIGHT OF WAY LINE OF MILLSTONE CIRCLE, THENCE

N 09D 23' 47" W A DISTANCE OF 561.02' TO A POINT,
THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 00D 25' 11" AN ARC DISTANCE OF 3.79', A CHORD BEARING OF N 09D 11' 11" W A DISTANCE OF 3.79', TO A POINT
THENCE, S 63D 02' 41" W A DISTANCE OF 225.24' TO A POINT,
THENCE, S 14D 59' 42" E A DISTANCE OF 70.46' TO A POINT,
THENCE, S 25D 29' 11" E A DISTANCE OF 83.94' TO A POINT,
THENCE, S 33D 07' 10" E A DISTANCE OF 377.97' TO A POINT,
THENCE, N 80D 41' 28" E A DISTANCE OF 32.53' TO THE POINT OF BEGINNING.

CONTAINING 1.733 ACRES MORE OR LESS.

PARCEL WF3-16: PART OF DESIGNATED TRACT 16 OF LEXINGTON COUNTRY CLUB, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE ORIGINAL LINE OF TRACT 16 (OF WHICH THIS IS A PART), THENCE THROUGH SAID TRACT 16, N 00D 58' 29" W A DISTANCE OF 204.86' TO A POINT,
THENCE N 77D 25' 10" W, A DISTANCE OF 138.83', TO A POINT,
THENCE N 50D 30' 53" W, A DISTANCE OF 79.79', TO A POINT,
THENCE N 25D 45' 19" W, A DISTANCE OF 73.18', TO A POINT,
THENCE N 15D 00' 47" W, A DISTANCE OF 127.24', TO A POINT,
THENCE N 09D 18' 32" W, A DISTANCE OF 80.10', TO A POINT,
THENCE N 09D 35' 40" W, A DISTANCE OF 148.40', TO A POINT,
THENCE N 09D 18' 32" W, A DISTANCE OF 80.99' TO A POINT,
THENCE N 08D 04' 58" W, A DISTANCE OF 73.00' TO A POINT,
THENCE S 80D 36' 16" W, A DISTANCE OF 221.14' TO A POINT,
THENCE S 09D 23' 47" E, A DISTANCE OF 426.17' TO A POINT,
THENCE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16D 37' 38", AN ARC DISTANCE OF 195.65', A CHORD BEARING OF S 17D 42' 36" E A DISTANCE OF 194.97' TO A POINT,
THENCE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 29D 05' 45" AN ARC DISTANCE OF 165.04', A CHORD BEARING OF S 40D 34' 18" E A DISTANCE OF 163.27' TO A POINT,
THENCE S 55D 07' 10" E A DISTANCE OF 88.45' TO A POINT,

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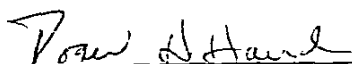
THENCE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF
35D 51' 19" AN ARC DISTANCE OF 129.85', A CHORD BEARING OF S 73D 02' 50" E
A DISTANCE OF 127.74' TO A POINT ,
THENCE N 89D 01' 31" E , A DISTANCE OF 114.74' , TO THE POINT OF BEGINNING.

CONTAINING 4.889 ACRES MORE OR LESS.

(SEE ATTACHED " BOUNDARY SKETCH")

I hereby certify that this BOUNDARY DESCRIPTION was made under my supervision in accordance with
the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17,
F.A.C. pursuant to section 472.027 Florida Statutes.

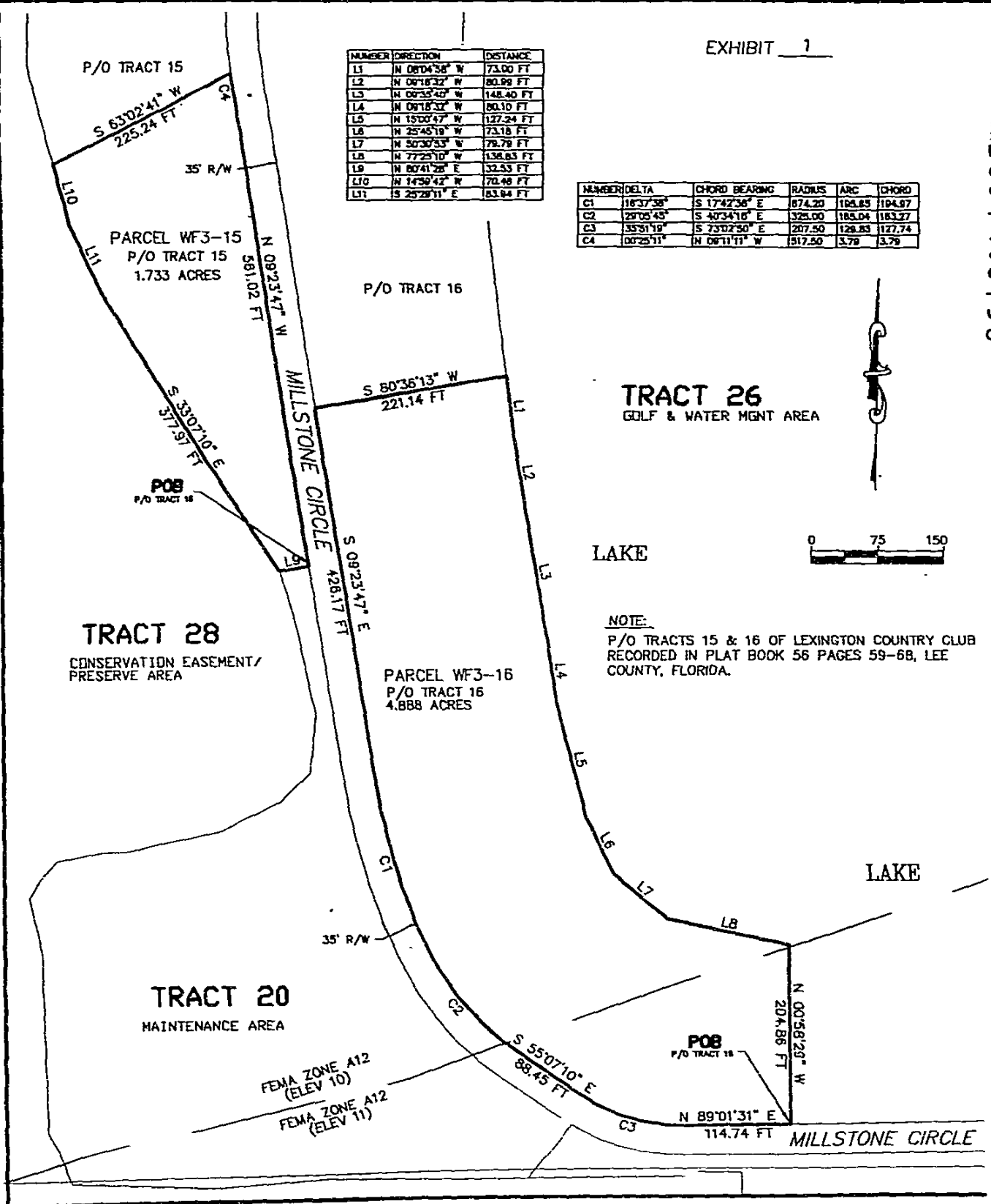
(Not valid unless embossed with surveyors seal)



Roger H. Harrah State of Florida LS# 5294 Date Signed 02-25-97
Community Engineering Services Inc. LB# 6572
9200 Bonita Beach Road , Ste 213
Bonita Springs, FL 34135

NUMBER	DIRECTION	DISTANCE
L1	N 08°14'38" W	73.90 FT
L2	N 06°18'32" W	80.98 FT
L3	N 00°35'40" W	148.40 FT
L4	N 06°18'32" W	80.10 FT
L5	N 15°00'47" W	127.24 FT
L6	N 25°45'19" W	73.18 FT
L7	N 50°30'33" W	78.79 FT
L8	N 77°25'10" W	136.83 FT
L9	N 80°41'28" E	32.53 FT
L10	N 14°50'42" W	70.48 FT
L11	S 25°29'11" E	83.84 FT

NUMBER	DELTA	CHORD BEARING	RADIUS	ARC	CHORD
C1	116°37'38"	S 17°42'36" E	874.20	185.83	104.97
C2	29°05'45"	S 40°34'16" E	325.00	185.04	183.27
C3	35°51'19"	S 73°02'50" E	207.50	128.83	127.74
C4	00°25'11"	N 06°11'11" W	517.50	3.79	3.79



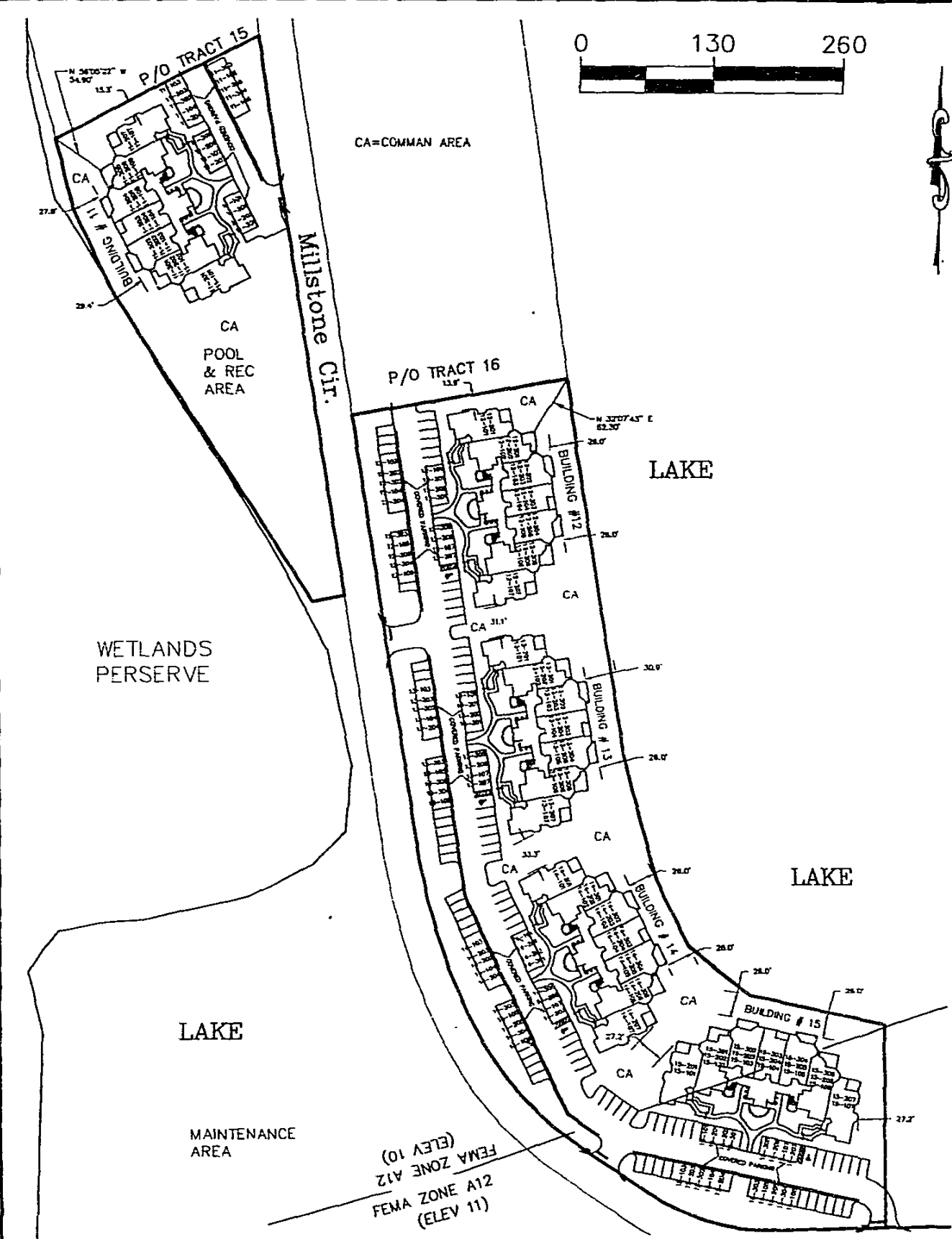
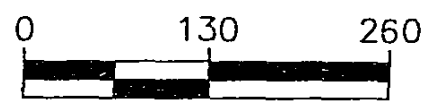
DATE: 02/24/97



COMMUNITY ENGINEERING SERVICES, INC.
 Civil Engineering • Planning • Project Management
 9200 Bonita Beach Road, Suite 213
 Bonita Springs, Florida 34135
 Telephone (813) 495-0000 Fax (813) 465-7834

SKETCH OF DESCRIPTION SHEET 1 of 2
 FOR
 WATERFORD AT LEXINGTON CONDOMINIUM NO. 3
 PART OF TRACTS 15 AND 16 OF LEXINGTON COUNTRY CLUB PB 56 PGS 59-68

082891 P60197



CES COMMUNITY ENGINEERING SERVICES, INC.
 LB # 6672
 Civil Engineering • Planning • Project Management
 6200 Bonita Beach Road Suite 213
 Bonita Springs, Florida 33623
 Telephone (941) 495-0009 Fax (941) 495-7934

WATERFORD AT LEXINGTON
CONDOMINIUM NO. 3
 PROPOSED SITE PLAN
 P/O TRACTS 15 & 16
 LEXINGTON COUNTRY CLUB PB 56 PCS 59-68, LEE COUNTY FLORIDA

SHEET 1 of 1

LEGEND

(C) = CALCULATED
DE = DRAINAGE EASEMENT
LC = LONG CHORD
P.U.E. = PUBLIC UTILITY EASEMENT
LME = LAKE MAINTENANCE EASEMENT
(M) = MEASURED
(P) = PREVIOUSLY PLATTED
R/W = RIGHT OF WAY
PG = PAGE
PB = PLAT BOOK
ESMT = EASEMENT
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
(R) = RADIAL
(NR) = NON-RADIAL
C# = CURVE NUMBER
L# = LINE NUMBER
CA = COMMON AREA
NGVD = NATIONAL GEODETIC VERTICAL DATUM 1929

0R2891 PG0198

GENERAL NOTES

1. THE BEARINGS SHOWN HEREON ARE BASED THE PLATTED "LEXINGTON COUNTRY CLUB" A SUBDIVISION AS RECORDED IN PLAT BOOK 56 PAGES 59-68 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
2. PROPERTY HAS BASE FLOOD ELEVATION OF 10.0' & 11.0' NGVD (SEE SKETCH) AND IS SITUATED IN FLOOD ZONE A-12 AS SHOWN ON FEMA PANEL #125124 0435 B.
3. SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, AND RIGHTS OF WAY OF RECORD.
4. THE LAND DESCRIPTION ATTACHED WAS PREPARED BY THE SURVEYOR
5. THE PURPOSE OF THIS SURVEY IS TO SHOW THE LIMITS OF DESIGNATED CONDOMINIUM ASSOCIATION BOUNDARIES.

DATE: 2/24/97



COMMUNITY ENGINEERING SERVICES, INC.
Civil Engineering • Planning • Project Management

9200 Bonita Beach Road Suite 213
Bonita Springs, Florida 33623
Telephone (941) 495-0009 Fax (941) 495-7934

BOUNDARY SKETCH SHEET 2 of 2

PARCELS WF3-15 AND WF3-16
WATERFORD AT LEXINGTON, CONDOMINIUM NO. 3
PART OF TRACTS 15 & 16 OF LEXINGTON COUNTRY CLUB (PB 56 PGS 59-68)
SECTION 9, TOWNSHIP 46 SOUTH, RANGE 24 EAST

UNIT B

UNIT A

UNIT B

UNIT C

UNIT B

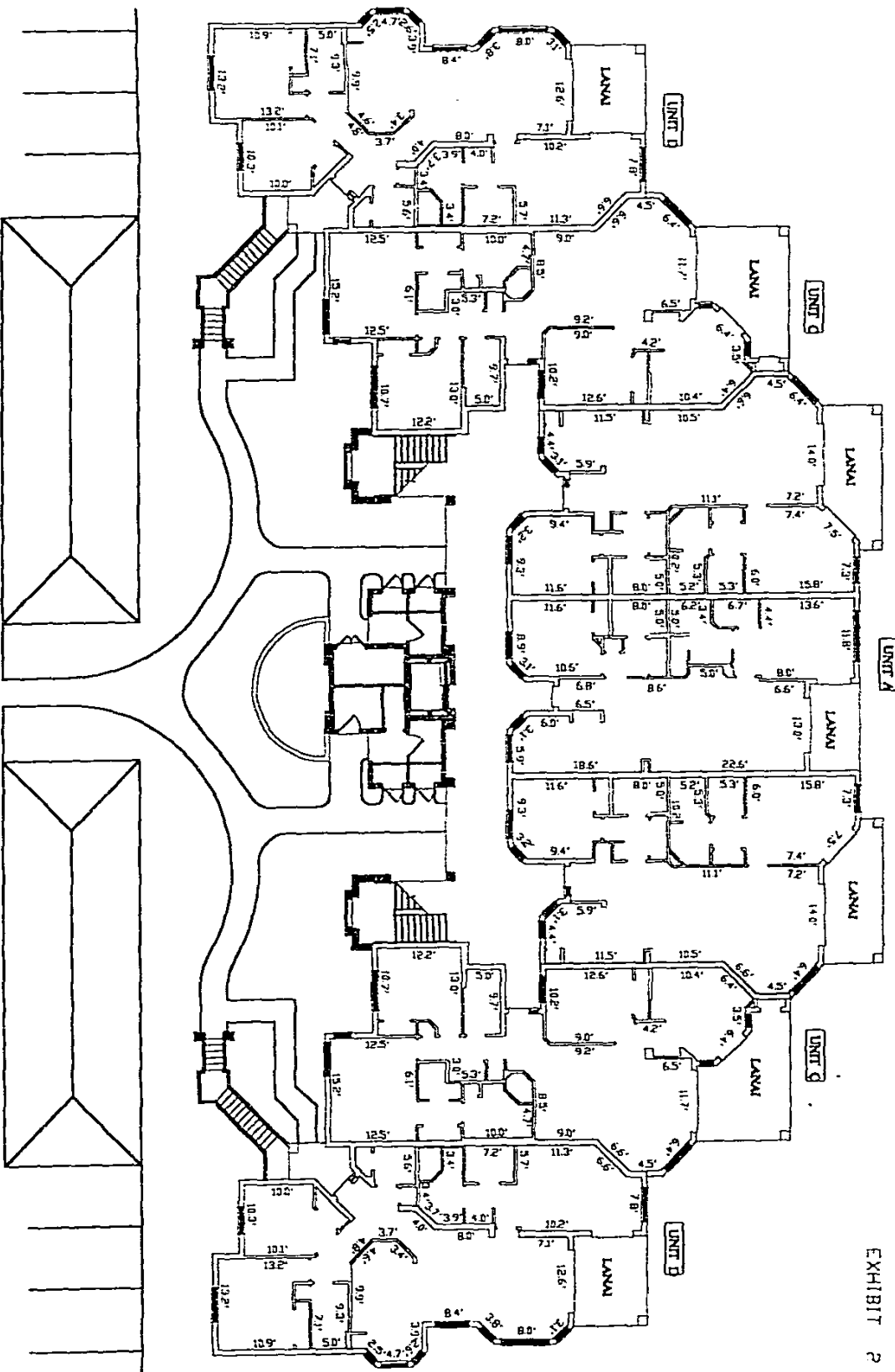
UNIT B



EXHIBIT 2

LANAIS, CARPORTS, STORAGE CLOSET AREAS AND DRIVEWAYS ARE LIMITED COMMON ELEMENTS.

FIRST FLOOR BUILDING PLAN



DATE: 02/25/97



CHS COMMUNITY ENGINEERING SERVICES, INC.
 Civil Engineering • Planning • Project Management
 9200 Florida Beach Road, Suite 208
 Davie, Florida 33015
 Telephone (813) 485-0000 Fax (813) 485-7934

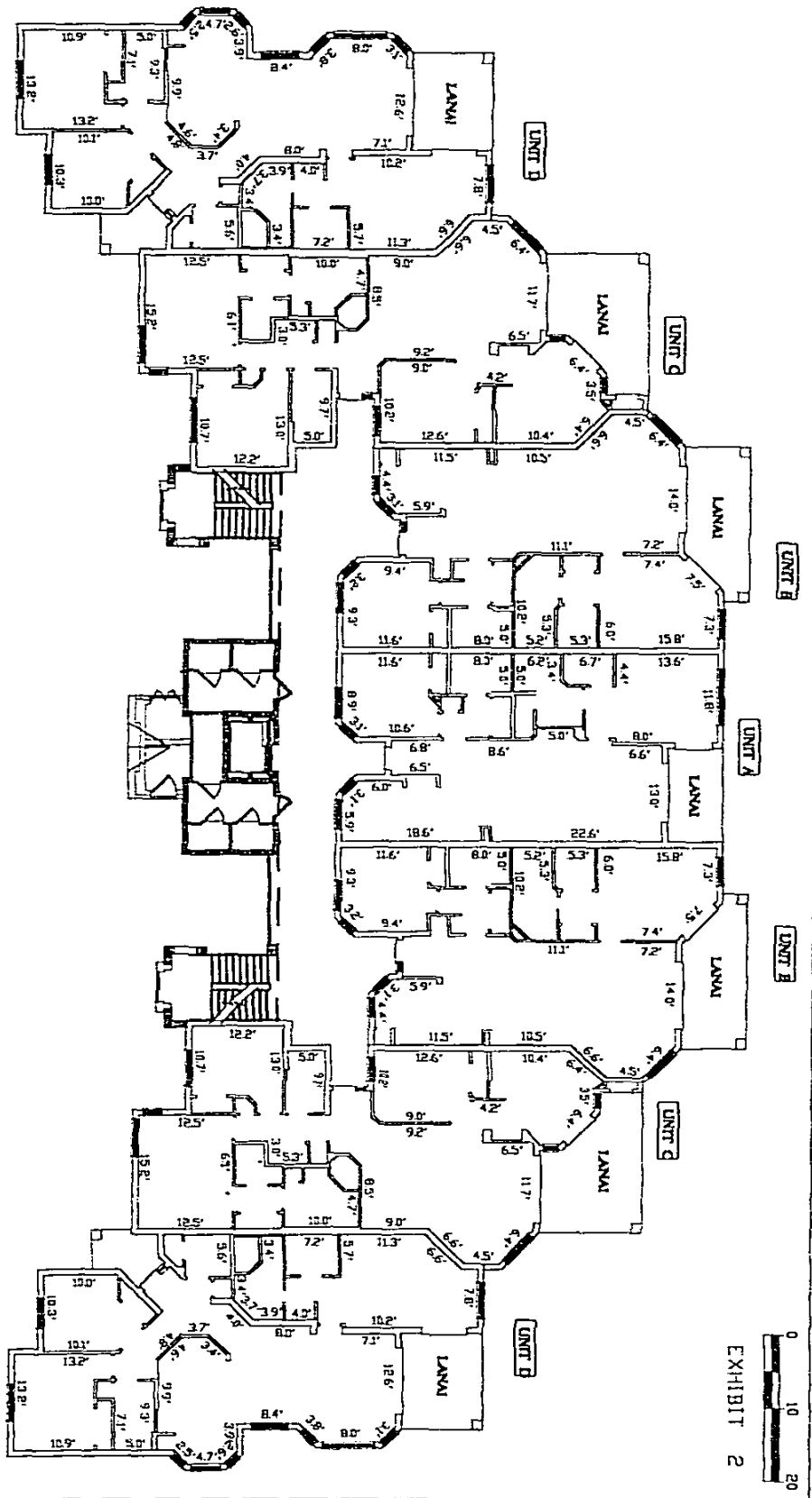
WATERFORD AT LEBINGTON,
 CONDOMINIUM NO. 3

SHEET 1 of 3

DATE: 02/25/97

*LANAIS, CARPORTS, STORAGE CLOSET
AREAS AND DRIVEWAYS ARE LIMITED
COMMON ELEMENTS.

SECOND FLOOR BUILDING PLAN



CHES COMMUNITY ENGINEERING SERVICES, INC.
 Civil Engineering • Planning • Project Management
 8700 Dennis Green Road, Suite 212
 Fort Lauderdale, Florida 33322
 Telephone (Forty) 457-0589 Fax (Forty) 457-7334

WATERFORD AT LEXINGTON,
 CONDOMINIUM NO. 3
 SHEET 2 OF 3

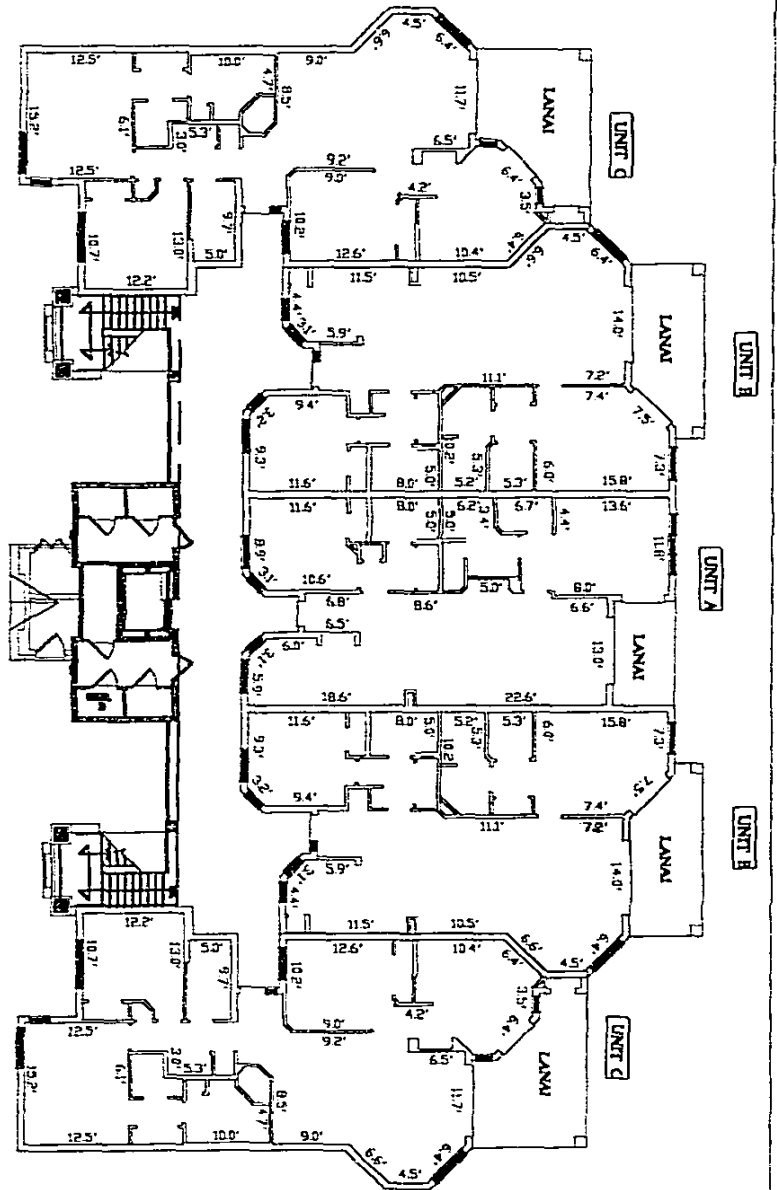


EXHIBIT 2

LANAIS, CARPORTS, STORAGE CLOSET AREAS AND DRIVEWAYS ARE LIMITED COMMON ELEMENTS.

THIRD FLOOR BUILDING PLAN

DATE: 02/25/97

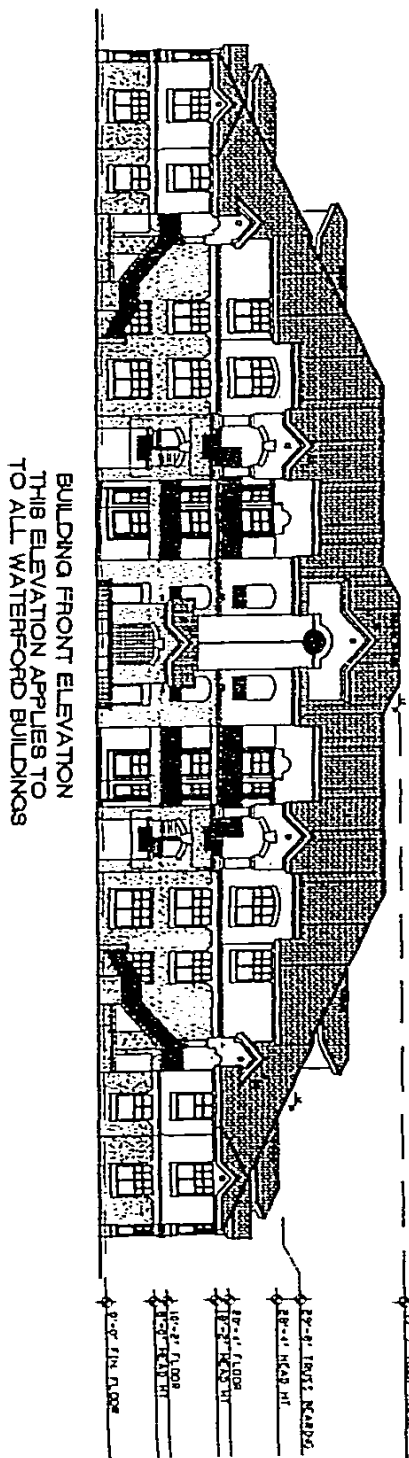


COMMUNITY ENGINEERING SERVICES, INC.
 Civil Engineering • Planning • Project Management
 8200 Florida Beach Road, Suite 213
 Fort Lauderdale, Florida 33322
 Telephone: (305) 485-5288 Fax: (305) 485-7934

WATERBROOK AT LEXINGTON,
 CONDOMINIUM NO. 3

SHEET 3 OF 3

OR2891 PG0202



BUILDING FRONT ELEVATION
THIS ELEVATION APPLIES TO
TO ALL WATERFORD BUILDINGS

DATE:

CES COMMUNITY ENGINEERING SERVICES, INC.
 Civil Engineering • Planning • Project Management
 9200 Bonita Beach Road Suite 209
 Bonita Springs, Florida 33923
 Telephone (813) 495-0000 Fax (813) 495-7934

WATERFORD AT LEXINGTON,
 CONDOMINIUM No. 3

SHEET of