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**DECLARATION OF CONDOMINIUM**  
**FOR**  
**QUATTRO AT NAPLES SQUARE, A CONDOMINIUM**

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**DECLARATION OF CONDOMINIUM  
FOR  
QUATTRO AT NAPLES SQUARE, A CONDOMINIUM**

On this 17<sup>th</sup> day of March, 2023, WSR Old Naples 4 LLC, a Delaware limited liability company (referred to as the “Developer”) makes the following declarations for the purpose of submitting real property owned by it to the condominium form of ownership and use, for its own benefit and for the benefit of its successors, grantees and assigns.

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

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

The Land is also subject to the Master Declaration of Covenants, Conditions, Easements and Restrictions for Naples Square, recorded in Official Records Book 5163, Page 3218, of the Public Records of Collier County, Florida, as amended by that certain First Amendment to Master Declaration of Covenants, Conditions, Easements and Restrictions for Naples Square, recorded in Official Records Book 6189, Page 1902, of the Public Records of Collier County, Florida, and as further amendment from time to time (collectively, the “Master Declaration”), pursuant to which the Naples Square Residential Property Owners Association, Inc., a Florida not for profit corporation, has been created for the enforcement thereof. The acquisition of title to a Unit, or of any other ownership, possessory, security or use interest in the Condominium property, as well as the lease, occupancy, or use of any portion of the Condominium property shall constitute an acceptance and ratification of all provisions of this Declaration and the Master Declaration as the same may be amended from time to time, and shall signify unconditional agreement to be bound by their terms.

3. **NAME.** The name of this Condominium shall be “Quattro at Naples Square, a Condominium.”

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

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

4.2 “**Association**” means Quattro at Naples Square Condominium Association, Inc., a Florida not for profit corporation, the entity responsible for the operation of this Condominium.

4.3 “**Association Property**” means that property, real or personal, which is owned or leased by, or is dedicated by a recorded plat to, the Association for the use and benefit of its members and the Unit Owners.

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

4.5 “**Common Elements**” means all the portions of the condominium property not included in the units, as described with more particularity under Section 7.1 of this Declaration.

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

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

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

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

4.7 “**Common Surplus**” means the excess of all receipts of the Association collected on behalf of the Condominium above the Common Expenses.

4.8 “**Condominium**” means Quattro at Naples Square, a Condominium.

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

4.10 “**County**” or “**the County**” means Collier County, Florida.

4.11 “**Division**” means the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation.

4.12 “**Family**” or “**Single Family**” means any one of the following:

(A) One natural person; or

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

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

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

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

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

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

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

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

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

4.20 “**Master Declaration**” means the Master Declaration of Covenants, Conditions, Easements and Restrictions for Naples Square, recorded in Official Records Book 5163, Page 3218, of the Public Records of Collier County, as amended by that certain First Amendment to Master Declaration of Covenants, Conditions, Easements and Restrictions for Naples Square, recorded in Official

Records Book 6189, Page 1902, of the Public Records of Collier County, Florida, and as further amendment from time to time.

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

**4.22** “Primary Occupant” means the one (1) natural person designated in writing by the Unit Owner to the Association to be treated as though that person were the actual Unit Owner for purposes of exercising voting rights and applying use restrictions related to Units when title to a Unit is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person.

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

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

**4.25** “Voting Interests” refers to the arrangement established in the Condominium Documents by which the owners of each Unit are collectively entitled to one indivisible vote in Association matters. Each Unit Owner’s vote shall be determined by a fraction, the numerator of which is one and the denominator of which is 64, which is the total number of residential Units submitted to the Condominium. Accordingly, each Unit in the Condominium shall be attributed a Voting Interest of 1/64<sup>th</sup>.

## **5. DESCRIPTION OF IMPROVEMENTS; SURVEY AND PLANS.**

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

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

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

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

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

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

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

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

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

1. All non-load bearing walls and partitions, doors, door frames, door hardware, windows, window panes, window frames, and window screens;

2. All kitchen equipment and fixtures, including without limitation, ovens, refrigerators, freezers, sinks, ranges, cabinets, dishwashers, exhaust fans and waste disposal units;

3. All bathroom, lavatory and plumbing fixtures and equipment, including, without limitation, sinks, tubs, showers, toilets, vanities, exhaust fans, and cabinets;

4. All electrical and lighting fixtures, including without limitation, outlets, switches, lamps, bulbs, outlet boxes, switch boxes, telephone outlets, circuit breakers, and circuit breaker panels; and

5. All floor and wall coverings, including, without limitation, carpeting, tiling, wallpaper and paint.

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

any other Unit, Common Elements, or Limited Common Elements, are excluded from the Units.

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

## **6. CONDOMINIUM PARCELS; APPURTENANCES AND USE.**

**6.1 Shares of Ownership.** Each Unit Owner's share of ownership in the Common Elements and Common Surplus shall be determined by a fraction, the numerator of which is one and the denominator of which is 64, which is the total number of residential Units submitted to the Condominium. Accordingly, each Unit in the Condominium shall be attributed a 1/64<sup>th</sup> fractional interest and share.

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

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

(B) Membership in the Association, which is acquired and subject to the Articles of Incorporation and Bylaws of the Association, attached hereto as Exhibits "C" and "D", respectively.

(C) The exclusive right to use the Limited Common Elements reserved for the Unit as described in Section 8 of this Declaration, and the right to use the Common Elements.

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

(E) Other appurtenances as may be expressly provided in this Declaration and its exhibits.

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

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

## 7. COMMON ELEMENTS; EASEMENTS.

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

- (A) The Land.
- (B) All portions of the buildings and other improvements outside the Units, including the pool and any amenity decks, shown on Exhibit "B".
- (C) Easements through each Unit for conduits, ducts, plumbing, wiring, and other facilities for furnishing utility services to other Units or the Common Elements.
- (D) Easements for lateral and subjacent support in every portion of the Condominium which contributes to the support of a building.
- (E) The fixtures and installations required for access and utility services to more than one Unit or to the Common Elements.
- (F) All elevators, walkways and stairwells serving the Condominium.

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

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

easement shall automatically be created and exist to the extent of that encroachment as long as the encroachment exists.

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

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

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

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

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

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

**8. LIMITED COMMON ELEMENTS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**9.12 Limitations on Liability.**

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

(B) **The Unit Owners.**

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

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

**10. ASSESSMENTS AND LIENS.** The Association has the power to levy and collect assessments against each Unit in order to provide the funds necessary for proper operation and management of the

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

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

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

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

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

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

**10.6 Application of Payments: Failure to Pay: Interest.** Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The

Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said assessments or installments on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late payment fees, costs and attorney's fees incurred in collection, and finally to delinquent assessments. No payment by check is deemed received until the check has cleared.

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

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

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

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

**10.11 Certificate as to Assessments.** Within ten (10) days after a written or electronic request by a Unit Owner, Owner's designee, mortgagee, Developer or Association, as the case may be, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") signed by an officer or authorized agent of the Association, stating whether all assessments and other monies owed to the Association by the Unit Owner with respect to the Condominium Parcel have been paid, and conforming with the requirements of the Condominium Act. Any person other than the Owner who relies upon such certificate shall be protected thereby.

**10.12 Liability of Developer for Common Expenses: Statutory Assessment Guarantee.** The Developer guarantees that from the recording of this Declaration in the Public Records, until the first to occur of December 31, 2023, or the date control of the Association is turned over to Unit Owners other than the Developer, assessments against the owners of each Unit for common expenses will not exceed \$3,795.00 per quarter, including reserves. During the guarantee period, the Developer and all Units owned by Developer shall not be subject to assessment for common expenses as provided herein. Instead, the Developer agrees to fund the difference, if any, between assessments at the guaranteed level receivable from Unit Owners other than the Developer, and the actual common expenses incurred during the guarantee period. If, at any time during this period, assessments at the guaranteed level collected from Unit Owners other than the Developer are not sufficient to provide timely payment of all common expenses as they come due, the Developer will make such payments when they are due. The Developer reserves the right, but not the obligation, to unilaterally extend this guaranty for one or more periods, of one year each, after the expiration of the initial guaranty period on December 31, 2023.

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

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

- (A) Electrical wiring up to the circuit breaker panel or panels in each Unit.
- (B) Water pipes, up to the individual Unit's cut-off valve.
- (C) Utility lines up to the point of service established by the service provider.
- (D) Main air conditioning condensation drain lines, up to the point where the individual Unit's drain line enters the Unit.
- (E) Main sewer lines, up to the point where the individual Unit sewer lines connect.
- (F) All installations, fixtures and equipment located within one Unit but serving another Unit, or located outside the Unit, and furnishing utilities to more than one Unit, or to the Common Elements.
- (G) All exterior railings.
- (H) All components that contribute to the support of the building, whether included within the boundaries of a Unit or not, including but not limited to exterior building walls, load bearing columns and walls, and the roof of the building.

- (I) Any stairways, stairwells, walkways, or railings serving more than one Unit.
- (J) Landscape and irrigation of Common Elements;
- (K) Pool, pool deck, and any amenity decks;
- (L) Elevator and elevator equipment;
- (M) All exterior screens, windows, and window glass;
- (N) The main entrance door and frame to the Unit; and,

The Association's responsibilities do not include, wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a Unit and serving only that Unit. All incidental damage caused to a Unit or Limited Common Elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practicable to its condition before the damage, and the cost shall be a Common Expense, except the Association shall not be responsible for any alteration or addition to the Common Elements made or caused by a Unit Owner or a Unit Owner's predecessor in title.

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

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

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

(K) Dryer vents.

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

### **11.3 Other Unit Owner Responsibilities:**

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

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

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

(D) Modifications and Alterations. If a Unit Owner makes any modifications or additions to that Owner's Unit or to the Common Elements, no matter whether approved or not, as long as the addition or modification remains, the Unit Owner and the Unit Owner's successors in title shall be financially responsible for:

- (1) Insurance, maintenance, repair and replacement of the modifications or additions;
- (2) The costs of repairing any damage to the Common Elements, or other Units, resulting from the existence of such modifications, installations or additions; and
- (3) The costs of permitting, removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium property for which the Association is responsible.

(E) Use of Licensed and Insured Contractors. Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit or Common Elements, whether with or without Association approval, such Owner shall be deemed to have warranted to the Association and its members that his contractor(s) and subcontractor(s) are properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance, and any losses arising from the use of unlicensed and/or uninsured contractor(s) and/or subcontractor(s).

(F) Balconies, Terraces and Patios. The Unit Owner to which a balcony, terrace or patio is a Limited Common Element shall be responsible for its cleaning and care. No balcony, terrace or patio may be carpeted, covered or enclosed in any way without the approval of the Association or the Master Association, as applicable, and any applicable governmental entities. The Unit Owner may not alter, modify or otherwise change the balcony, terrace or patio in any way without the prior written consent of the Association. The Association shall not approve any alteration to the flooring materials covering the concrete slab on any balcony, terrace or patio, unless the proposed materials are sufficiently waterproof to prevent water intrusion into the ceiling of the Unit below. The Unit Owner shall be solely responsible for any damage to the Common Elements and/or other Units caused by failure to receive Association approval prior to making any alterations.

**11.4 Alteration of Units or Common Elements by Unit Owners.** No owner shall make or permit the making of any material alterations or substantial additions to that Owner's Unit or the Common Elements, or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board of Directors, which approval may be denied or conditioned if the Board of Directors determines, in its sole discretion, that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole, structurally, financially or otherwise. Any changes to an Owner's Unit concerning the modification of, or addition to, existing gas utility connections within a Unit, may, in the sole discretion of the Board of Directors, be denied or conditioned upon the Unit Owner's agreement to pay a monthly or quarterly connection service fee, in addition to any other assessments which are to be paid by the Unit Owner. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the Unit, are subject to regulation by the Board of Directors and the Master Association. No balcony, patio or terrace may be carpeted, covered or enclosed in any way without prior written approval of the Board of Directors. No carpeting of any kind or description may be installed over concrete floors exposed

to the elements. The Board may, in its discretion, appoint an architectural review committee to review any requested alterations or modifications. The Association's rights of review and approval as set forth in this Declaration are intended solely for the benefit of the Association. Neither Developer nor the Association, nor any of their officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, or any other matter arising out of an approval or disapproval of any plans or submissions. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, fitness for a particular purpose, compliance with building codes or industry standards, or compliance with any laws. Each Owner agrees to indemnify and hold Developer and the Association harmless from and against any and all costs, claims, damages, expenses or liabilities, including without limitation attorney's fees, arising out of any review of plans by the Association. The Board of Directors may revoke or rescind any approval of an alteration or modification previously given, if it appears that the installation has had unanticipated, adverse effects on the Condominium. Owners will be held strictly liable for violation of this section and for all damages resulting therefrom and the Association has the right to require immediate removal of violations or to remove the violations and charge the Owner the cost thereof, which charge shall be an assessment against the Unit and the Association shall have lien rights relative thereto.

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

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

**11.7 Enforcement of Maintenance.** If, after reasonable notice, the owner of a Unit fails to maintain the Unit or its appurtenant Limited Common Elements, the Association may perform the required maintenance and charge the cost thereof to the Unit Owner, or the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation. Any expenses incurred by the Association in performing work within the Unit as

authorized by this Declaration shall be charged to the Unit Owner, together with reasonable attorney's fees and other expenses of collection, if any.

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

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

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

**11.11 Hurricane Shutters.** Notwithstanding any provision to the contrary above, the Board of Directors shall adopt as required by law a model, style and color of hurricane shutter as a standard for use in the Condominium, which model, style and color shall be subject to approval by the Master Association. No hurricane or storm shutters except the standard model, color and style adopted by

the Board of Directors shall be installed upon the Condominium. Notwithstanding, where impact glass which complies with applicable building codes has been installed, the Board may deny a Unit Owner the right to install hurricane shutters. In the event that hurricane shutters are installed, they may be operated and used only when necessary to preserve and protect the Condominium property.

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

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

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

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

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

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

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

**12.4 Exterior Improvements: Landscaping.** No Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, railings, fences or windows of the building without the prior written consent of the Association, nor shall any Owner modify or alter any landscaping on the Condominium property. Curtains, blinds, shutters, levelers, or drapes (or linings thereof) which face the exterior windows or glass doors of Units shall be white or off-white in color and shall be subject to disapproval by the Association, in which case they shall be removed and replaced with acceptable items. An Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, and an Owner may display, in a respectful way, portable, removable, official flags, no larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, Space Force or Coast Guard. Additionally, an Owner may display a religious object on the mantel or frame of the door of the Owner's Unit that is no larger than 3 inches wide, 6 inches high and 1.5 inches deep.

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

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

**12.7 Nuisances.** An Owner shall not use the Owner's Unit, nor permit or condone its use, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another Unit, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor shall any Owner permit the premises to be used in a disorderly or unlawful way. The use of each Unit shall be consistent with existing laws and the Condominium Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. The owner of each Unit is responsible for the conduct of all persons occupying the Unit.

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

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

**12.10 Terraces, Balconies and Porches.** Terraces, balconies, porches and other similar areas shall be used only for the purposes intended, and they shall not be used for hanging or drying clothing, hanging or cleaning of rugs or other household items, or for storage of bicycles or other personal property. The use or storage of fire pits and grills is prohibited on terraces, balconies and porches; provided, however, that fire pits, grills and outdoor kitchen areas located on second floor unit terraces connected to the courtyard terrace, which were originally installed by the Developer, or are later approved in writing by the Board of Directors and by all applicable governmental agencies, are permitted, subject to the rules and regulations promulgated by the Association from time to time, together with any governmental regulations which may apply. No Unit Owner shall install any water line or source of water or any heat source (whether electric, gas, wood burning or otherwise), on any terrace, balcony or porch without the prior written approval of the Association, which approval may be withheld or conditioned in the sole discretion of the Association. No fan shall be installed on any terrace, balcony or porch without the prior written approval of the Association, which approval may be withheld or conditioned in the sole discretion of the Association, and no fan shall contain any lights or light fixtures.

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

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

the approved hard and/or heavy surface floor coverings, are to receive sound absorbent, less dense floor coverings, such as carpet. Owners will be held strictly liable for violation of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations.

**12.13 Mold.** By reason of climate and humid conditions in South Florida, mold, mildew, toxins and fungi may exist and/or develop within the Unit and the Condominium property. Certain molds and mildews may become toxic and potentially pose a health risk. By acquiring title to a Unit, each Owner shall be deemed to have assumed the risks associated with molds, mildews, toxins and/or fungi and to have released Developer and the Association from all liability resulting from the same. No Unit Owner shall install, within his or her Unit, or upon the Common Elements or Association Property, non-breathable wall coverings or low permeance paints. Each Unit Owner shall operate the air conditioning system in the Unit, whether or not occupied, to maintain a temperature not exceeding 78 degree Fahrenheit to minimize humidity in the Unit. If the Association reasonably believes the provisions of this Section are not being complied with, the Association shall have the right (but not the obligation) to enter the Unit without consent of the Unit Owner and turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required herein, with all utility consumption costs to be paid by the Owner. To the extent that electric service is not available to the Unit, the Association shall have the further right, but not the obligation, without consent of the Unit Owner, to connect electric service to the Unit with the costs thereof to be borne by the Unit Owner, or if advanced by the Association, to be promptly reimbursed by the Owner to the Association, and the Association shall have the right to lien the Unit for any unreimbursed amounts.

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

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

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

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

**12.18 Garage Sales.** Garage sales are strictly forbidden.

**12.19 Other Use Restrictions.** In addition to the use restrictions set forth herein, all use restrictions set forth in the Master Declaration are incorporated herein by this reference. The Association has the right to establish additional rules and regulations governing the conduct of all residents and also the use of the Units, Limited Common Elements and Common Elements as long as such additional rules and regulations are not inconsistent with the terms and conditions of this Declaration. The Association shall have the power (but not the obligation) to grant relief in particular

circumstances from the provisions of specific restrictions contained in this Section for good cause shown.

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

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

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

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

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

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

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

and has not been pardoned or otherwise exonerated.

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

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

**13.4 Occupancy in Absence of Lessee.** If a lessee is absent from the Unit for any period of time during the lease term, the lessee's Family within the first degree of relationship already in residence

may continue to occupy the Unit and may have house guests subject to all the restrictions in Section 12 above. If the lessee and all of the Family members mentioned in the foregoing sentence are absent, no other person may occupy the Unit.

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

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

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

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

**14.1 Forms of Ownership:**

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

**(B) Two or More Persons.** Co-ownership of Units by two or more natural persons is permitted. If the co-owners are other than husband and wife, the co-owners must designate in writing one natural person as "primary occupant" for voting purposes. Except for changes

made necessary by the death or disability of the primary occupant, the designation of a primary occupant may not be changed by an Owner more often than once in any period of twelve (12) consecutive months.

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

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

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

**14.2. Transfers.** An Owner intending to make a sale or gift of the Owner's Unit, or any interest therein, shall give the Board of Directors or its designee written notice of such intention at least fifteen (15) days before the intended closing date, together with the name and address of the proposed purchaser or donee, and such other information as the Board may reasonably require. The Board may require a personal interview with any purchaser as a pre-condition to approval. No charge shall be made by the Board in connection with the transfer which exceeds \$100.00 per applicant other than husband/wife or parent/dependent child, which are considered one applicant. Within fifteen (15) days after receipt of the required notice and all information or interviews requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by an officer of the Association, or if permitted by a resolution of the Board of Directors, the manager of the Association, in recordable form and delivered to the transferee. If the Board does not act within the required time limits, the transferee shall be deemed approved, and on demand, the Board shall issue a Certificate of Approval to the transferee. The

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

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

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

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

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

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

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

**15.3 Required Coverages.** The Association shall maintain adequate insurance covering the buildings and other improvements on the Condominium property that the Association is required to insure by local, state or federal law, as well as all Association Property, in such amounts, and with such deductibles, as is determined annually by the Board of Directors in the exercise of its good business judgment, such insurance to afford at least the following protection:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**16.1 Damage to Units**. Where loss or damage is confined within one or more Units, Association insurance proceeds received on account of the loss or damage shall be used to pay for the reconstruction or repair of any such damage that is the responsibility of the Association to repair, and any remaining proceeds shall be distributed to the Owner(s) of the damaged Unit(s) in shares as provided in Section 15.7 above. The Owner(s) of the damaged Unit(s) shall be responsible for other reconstruction and repairs.

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

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

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

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

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

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

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

(1) If the insurance proceeds, reserves and other Association funds available for the restoration and repairs that are the Association's responsibility are sufficient to cover the estimated cost thereof, so that it is reasonably anticipated that the repairs and reconstruction can be accomplished without need for a special assessment that exceeds fifteen percent (15%) of the total annual budget for the Condominium in the year in which the casualty occurred, the Condominium shall be repaired.

(2) If upon the advice of legal counsel, architects, engineers, and other qualified experts its Board determines that it appears unlikely that the then applicable zoning

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

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

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

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

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

## 17. **CONDEMNATION.**

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

**17.2 Determination Whether to Continue Condominium.** Whether the Condominium will be continued after a taking by condemnation or eminent domain will be determined in the same manner

provided for determining whether damaged property will be repaired or reconstructed after a casualty.

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

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

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

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

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

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

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

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

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

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

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

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

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

**18. TERMINATION.** The Condominium may be terminated in accordance with Chapter 718. In the event of such termination, all prohibitions against partition shall cease to be effective, and the Condominium Property will be owned in common by the Owners in the respective undivided percentages as set forth in Section 6.1.

**19. RIGHTS AND REMEDIES.**

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

- (A) The Association;
- (B) A Unit Owner;
- (C) Directors designated by the Developer, for actions taken by them prior to the time control of the Association is assumed by Unit Owners other than the Developer;

- (D) Any Director who willfully and knowingly fails to comply with these provisions; or
- (E) Any tenant leasing a Unit, and any other invitee occupying a Unit.

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

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

**19.3 Fines.** The Association may levy reasonable fines for the failure of the Unit Owner or its occupant, licensee, or invitee to comply with any provision of this Declaration, the Bylaws, or reasonable rules of the Association. A fine may not become a lien against a unit. A fine may be levied by the Board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee. However, the fine may not exceed \$100.00 per violation, or \$1,000.00 in the aggregate. A fine or suspension levied by the Board may not be imposed unless the Board first provides at least fourteen (14) days' written notice to the Unit Owner and, if applicable, any occupant, licensee, or invitee of the unit owner sought to be fined or suspended, and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the committee does not approve the proposed fine or suspension by majority vote, the fine or suspension may not be imposed. If the proposed fine or suspension is approved by the committee, the fine payment is due five (5) days after the date of the committee meeting at which the fine is approved. The Association must provide written notice of such fine or suspension by mail or hand delivery to the Unit Owner and, if applicable, to any tenant, licensee, or invitee of the Unit Owner.

**19.4 Attorneys' Fees.** In any legal proceeding arising out of an alleged failure of a Guest, tenant, Unit Owner or the Association to comply with the requirements of the Condominium Act, the Condominium Documents, or the Association's rules and regulations, as they may be amended from

time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorneys fees as may be awarded by the court.

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

## **20. RIGHTS OF MORTGAGEES.**

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

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

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

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

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

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

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

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

(B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association. An increase in coverage shall not be deemed a material modification under this paragraph, nor shall any change in coverage which is mandatory under the Condominium Act as amended from time to time.

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

(D) Any condemnation or casualty loss that affects either a material portion of the project or the Unit that is secured by the mortgage.

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

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

**21.2 Assignment.** All or any of the rights, privileges, powers and immunities granted or reserved to the Developer in the Condominium Documents may be assigned by the Developer to any successor

developer, without the consent of any other Unit Owner or any holder of a mortgage secured by any Unit.

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

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

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

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

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

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

**21.6 Transfer of Association Control.** The method for the transfer of Association control shall be as provided for in the Bylaws. Unit Owners other than the Developer are entitled to elect members of the Board at such times as are prescribed by this Section 21.6 and §718.301, *Florida Statutes*. The Developer will designate the initial members of the Board. The Developer will continue to designate from time to time all Developer positions on the Board until such time as the Developer is no longer entitled to elect or designate a director in accordance with §718.301, *Florida Statutes*, provided, however, that nothing in this Declaration may be construed to preclude the Developer from relinquishing control of the Board at any earlier time that Developer may so elect. The initial directors appointed by the Developer will serve until the first election of directors.

(A) Florida Statutes Section 718.301. Unless applicable law is subsequently amended to permit a longer period of control of the Board by the Developer (in which case such applicable law will govern at the option of the Developer), Unit Owners other than the Developer will be entitled to elect members of the Board in accordance with §718.301, *Florida Statutes*, which provides as follows:

*Florida Statutes Section 718.301 Transfer of association control; claims of defect by association.—*

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

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

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

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

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

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

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

*(g) Seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first; or, in the case of an association that may ultimately operate more than one condominium, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first, for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first.*

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

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

Signed in the presence of:

**WSR Old Naples 4 LLC,**  
a Delaware limited liability company

Witnesses:

By: [Signature]  
Anthony P. Solomon  
Authorized Signatory

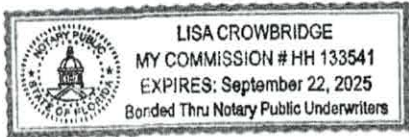
[Signature]  
Printed Name: Lynn Ferriot

[Signature]  
Printed Name: Lisa Crowbridge

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me, on this 17 day of March, 2023, by means of  physical presence or  online notarization, by Anthony P. Solomon, as Authorized Signatory for WSR Old Naples 4 LLC, a Delaware limited liability company, on behalf of said company, who is  personally known to me or  has produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC  
Printed Name: Lisa Crowbridge  
My Commission Expires: 9-22-25



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

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

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

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

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

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

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

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

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

**23. MISCELLANEOUS.**

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

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

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

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

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

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

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

**24. MASTER ASSOCIATION.**

**24.1 Membership in Master Association.** By taking title to a Unit, the Owner automatically becomes a Member of the Master Association and subject to the terms and conditions of the Master Declaration and other related documents, including but not limited to the Articles of Incorporation and

Bylaws of the Naples Square Residential Property Owners Association, Inc., a Florida not for profit corporation, all as may be amended from time to time.

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

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

## **25. DISCLOSURES.**

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

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

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

Signed in the presence of:

**WSR Old Naples 4 LLC,**  
a Delaware limited liability company

Witnesses:

By: [Signature]  
Anthony P. Solomon  
Authorized Signatory

[Signature]  
Printed Name: Lynn Ferriot

[Signature]  
Printed Name: Lisa Crowbridge

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me, on this 17 day of March, 2023, by means of  physical presence or  online notarization, by Anthony P. Solomon, as Authorized Signatory for WSR Old Naples 4 LLC, a Delaware limited liability company, on behalf of said company, who is  personally known to me or  has produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC  
Printed Name: Lisa Crowbridge  
My Commission Expires: 9-22-25

