

SCHEDULE "1"

ACAPULCO PLACE, A CONDOMINIUM

DECLARATION OF CONDOMINIUM FOR
ACAPULCO PLACE, A CONDOMINIUM

#1743
Equity Land

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DECLARATION OF CONDOMINIUM

ACAPULCO PLACE, A CONDOMINIUM A Residential Condominium

ACAPULCO GARDEN CONDOS, LLC, a Delaware limited liability company, hereinafter referred to as "Developer" is the owner of a parcel of land in Charlotte County, Florida, more particularly described in Article IV of this Declaration of Condominium. Developer contemplates developing this land as a Condominium. The Condominium will consist of twelve (12) residential Units. **NO TIME-SHARE ESTATES WILL BE CREATED WITH RESPECT TO UNITS IN THIS CONDOMINIUM.**

I. SUBMISSION STATEMENT

Developer hereby states and declares that it is the owner and holder of the fee simple title in and to the real property in Charlotte County, Florida, described in Article IV hereof entitled "Land". Developer will develop the Land pursuant to the provisions of Chapter 718, Florida Statutes (the "Condominium Act"). Developer hereby declares the real property described in Article IV to be Condominium Property, and does hereby submit the same to condominium ownership pursuant to the Condominium Act upon the terms, conditions, restrictions, reservations, and limitations hereinafter set forth. Except where variances permitted by law appear in this Declaration or in the attached Bylaws or in lawful amendments to either of them, the provisions of the Condominium Act as presently constituted, including the definitions therein contained, are adopted and included herein by express reference.

All restrictions, reservations, covenants, conditions and easements herein shall create covenants running with the land which shall be binding on the Developer, its successors and assigns forever.

II. DEFINITIONS

(1) Articles of Incorporation or Articles means the document creating the not-for-profit Florida Corporation responsible for the operation of the Condominium.

(2) Assessment means a share of the funds which are required for the payment of Common Expenses, which from time to time is assessed against the Unit Owner.

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(3) Association means **ACAPULCO PLACE CONDOMINIUM ASSOCIATION, INC.**, a not-for-profit Florida corporation, and its successors, being the corporate entity responsible for the operation of the Condominium.

(4) Association Property means that property, real and 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.

(5) Board of Directors or Board means the representative body which is responsible for administration of the Association.

(6) Bylaws mean the Bylaws of the Association as they exist from time to time.

(7) Common Elements means the portions of the Condominium Property which are not included in the Units.

(8) Common Expenses means all expenses which are properly incurred by the Association for the Condominium.

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

(10) Condominium means **ACAPULCO PLACE, A CONDOMINIUM** which is created pursuant to the provisions of the Condominium Act, which is comprised of Units that may be owned by one or more persons, and in which there is, appurtenant to each Unit, an undivided share in Common Elements.

(11) Condominium Act means Florida Statutes Chapter 718.

(12) Condominium Parcel means a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.

(13) Condominium Plat means the survey, plot plan and graphic description of the Condominium.

(14) Condominium Property means the lands, leaseholds, and personal property that are subject to Condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

(15) Conspicuous Type means **bold** type in capital letters no small than the largest type, exclusive of headings, on the page on which it appears and, in all cases, at least 10-point type. Where conspicuous type is required, it must be separated on all sides from other type and print.

(16) County shall mean Charlotte County, Florida.

(17) Declaration or Declaration of Condominium means the instrument or instruments by which the Condominium is created, as they are from time to time amended.

(18) Developer means **ACAPULCO GARDEN CONDOS, LLC**, a Delaware limited liability company, which has created the Condominium and offer Condominium Parcels for sale or lease in the ordinary course of business.

- (19) Director means a member of the Board of Directors of the Association.
- (20) Limited Common Elements means those Common Elements which are reserved for the use of a certain Condominium Unit or Units to the exclusion of other Units, as specified in this Declaration of Condominium.
- (21) Member means all record Owners of a present vested interest in a Condominium Unit who automatically become members of the Association.
- (22) Officers mean the Directors who are elected as President, Vice-President, and Secretary-Treasurer by the Board of Directors to manage the affairs of the Association.
- (23) Operation or Operation of the Condominium includes the administration and management of the Condominium Property.
- (24) Residential condominium means a condominium consisting of condominium Units which are intended to use as a private temporary or permanent residence.
- (25) Special Assessment means any Assessment levied against Unit Owners other than the Assessment required by the annual budget.
- (26) Surface Water Management Systems Facilities means and includes but is not limited to all inlets, ditches, swales, culverts, water control structures, retention and detention areas and, if applicable, any ponds, lakes, flood plane compensation areas, wetlands and any associated buffer areas and wet land mitigation areas.
- (27) Time-share estate means any interest in a Unit under which the exclusive right of use, possession, or occupancy of the Unit circulates among the various purchasers of a time-share plan pursuant to Florida Statutes Chapter 721 on a recurring basis for a period of time.
- (28) Unit or Condominium Unit means a part of the Condominium Property which is subject to exclusive ownership. A Unit may consist of improvements, land, or land and improvements together, as specified in the Declaration.
- (29) Unit Owner or Owner of a Unit means a record Owner of legal title to a Condominium Parcel.
- (30) Vote is the ballot cast by the Voting Interest.
- (31) Voting Certificate means a document which designates one of the record title Owners, or the corporate, partnership, or entity representative, who is authorized to vote on behalf of a Unit that is owned by more than one Owner or by any entity.
- (32) Voting Interest means the person exercising the voting rights distributed to the Association members pursuant to Florida Statutes Section 718.104(4)(j).

III. NAME

The name by which this Condominium is to be known and identified is:

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ACAPULCO PLACE, A CONDOMINIUM

IV.
LAND

The legal description of the real property submitted herewith to Condominium Ownership is as follows:

LOTS 12 AND 13, BLOCK 885, OF PUNTA GORDA ISLES, SECTION 21, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, AT PAGES 1A THRU 1Z21, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA

SUBJECT to restrictions, reservations, conditions, limitations and easements of record and applicable zoning and laws and regulations; without re-imposing any of the same, and also the provisions of this Declaration.

V.
IDENTIFICATION OF UNITS

A. Condominium Property. The Condominium Property consists of the land described in Article IV, all easements and rights appurtenant thereto, together with the building and other improvements constructed thereon, which includes the Units and Common Elements. In addition, the Condominium Property shall include as a Common Element, an interest in real or personal property acquired by the Condominium Association in accordance with the provisions of the Condominium Act. Each Unit, is part of the Condominium is subject to private ownership. The Developer will not provide personal property.

The principal improvements on the land described in Article IV consist of two (2) two-story buildings, each containing six (6) single-family residential Units. The ground floor of each building will contain two 2-bedroom, 2-bath Units containing approximately 1300 square feet and one 2-bedroom, 2-bath Unit containing approximately 1,282 square feet. The second floor of each building shall contain two 3-bedroom, 2-bath Units containing approximately 1,592 square feet and one 3-bedroom, 2-bath Unit containing approximately 1553 square feet.

The Units shall be identified as follows:

Building A: First Floor: Unit 111, Unit 112, Unit 113
 Second Floor: Unit 121, Unit 122, Unit 123

Building B: First Floor: Unit 211, Unit 212, Unit 213
 Second Floor: Unit 221, Unit 222, Unit 223

The recreational amenities shall include an in-ground concrete heated Swimming Pool and heated SPA approximately 28 feet long by 14 feet wide with an approximate depth from 3 feet to 6 feet.

B. Unit Boundaries. Each Unit shall include that part of the building containing the Unit, the boundaries of which are as follows:

1. Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

(a) Upper Boundary: The horizontal or sloped plane formed by the unfinished interior surface of the uppermost ceiling.

(b) Lower Boundary: The horizontal plane formed by the upper side of the lowest interior unfinished floor surface.

2. Perimetrical Boundaries: The perimetrical boundaries of the Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries.

(a) Exterior Building Walls: The intersecting vertical planes adjacent to and which include the interior unfinished surface of the outside walls of the building.

(b) Interior Building Walls: The interior boundaries of the Unit shall be the interior unfinished surface of each interior wall separating Units as shown on Exhibit "C".

3. Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors and garage doors, such boundaries shall be extended to include the interior unfinished surfaces of such apertures, including all framework thereof. Exterior surfaces made of glass or other transparent material, including screening, and all framings and casings therefore, shall be included in the boundaries of the Unit.

4. Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey in Exhibit "C" shall control in determining the boundaries of a Unit.

C. Condominium Parcel. Each Unit Owner shall have, as an appurtenance to such Owner's Unit, an undivided one-twelfth (1/12) interest in the Common Elements. The Common Elements and Limited Common Elements include the land and all other parts of the Condominium not in the Unit as more particularly described in Exhibit "C." Each Condominium Parcel also includes membership in the Association, with the full voting rights appertaining thereto as described in Article IX.D of this Declaration. Upon completion and recording in the Public Records of the County of the Declaration and the Condominium Plat, the Unit Owners shall automatically acquire the aforesaid share in the Common Elements and Limited Common Elements in the Condominium Parcel.

D. Common Elements. The following are Common Elements:

1. Landscaping. All lawns, landscaping, and sprinkler systems will be Common Elements.

2. Stairways; Landings; Entry Porches; Trash Area. The stairways, landings, trash area, and entry porches shall be Common Elements.

3. The Surface Water Management Facilities. The Surface Water Management Facilities shall be Common Elements.

4. Swimming Pool and SPA. The Swimming Pool and SPA shall be a Common Element.

5. Unnumbered Parking Spaces. Unnumbered parking spaces are Common Elements.

E. Limited Common Elements. The following are Limited Common Elements appurtenant to the Unit or Units served:

1. HVAC. Air-conditioning and heating equipment located outside the boundaries of a Unit shall be Limited Common Elements to the Unit which they serve.

2. Screened Lanais. Each Unit contains a screened lanai which lanai shall be a Limited Common Element to the Unit that it is attached to.

3. Numbered Garage Spaces. Each Unit shall have appurtenant to it, a numbered, one-car enclosed garage space. The enclosed garage spaces are designated with the same number as the Unit number to which they are appurtenant on Exhibit "C". The Developer shall at the time a Unit is initially conveyed assign such parking space as a Limited Common Element to the Unit conveyed by designating the same by number in the initial deed of conveyance.

4. Numbered, Non-Covered Parking Space. Each Unit shall have two numbered, non-covered parking spaces, one of which is directly in front of the numbered, enclosed garage space. The non-covered parking spaces are designated with the same number as the Unit numbers to which they are appurtenant on Exhibit "C". The Developer shall at the time a Unit is initially conveyed assign such parking space as a Limited Common Element or Elements to the Unit conveyed by designating the same by number in the initial deed of conveyance.

VI. SURFACE WATER MANAGEMENT

The Condominium Association will maintain the Surface Water Management System Facilities in the Condominium Property. Any personal property improvements to the Surface Water Management System Facilities shall be owned by the Association. The Association shall include in its annual budget an Assessment for the anticipated costs of maintaining the Surface Water Management System Facilities. No construction activities may be conducted relative to any portion of the Surface Water Management System Facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill; debris or other material or item; constructing or altering any water control structure, or any other construction to modify the Surface Water Management System Facilities. Operation maintenance and re-inspection reporting shall be performed in accordance with the terms and conditions of the environmental resource permit. Any amendment to this Declaration affecting the Surface Water Management System Facilities or the operation and maintenance of the Surface Water Management System Facilities shall have the prior written approval of the Southwest Florida Water Management District, which has the right to take enforcement measures, including civil action for injunction and/or penalties against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities.

If the association ceases to exist, all unit owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System Facilities in accordance with the requirements of the Environment Resource Permit (ERP), unless and until an alternate entity assumes responsibility.

In the event any on-site wet land mitigation is necessary which requires ongoing monitoring and maintenance, the Association shall allocate sufficient funds in its budget for monitoring and maintenance

of the wetland mitigation area(s) each year until the District determines that the area(s) is successful in accordance with the ERP.

VII.

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

A. Recording of Survey, Plot Plan and Graphic Description. There is recorded simultaneously herewith the Condominium Plat showing the Units, Limited Common Elements and Common Elements, their location and approximate dimensions in sufficient detail to identify them. Construction of the Condominium may not be substantially complete when this Declaration is recorded in the Public Records of Charlotte County, Florida, therefore, upon substantial completion of construction the Declaration shall be amended to include a certificate of a surveyor authorized to practice in the State of Florida stating that construction is substantially complete so that the material, together with the provisions of this Declaration describing the Condominium Property, is an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the Common Elements and Limited Common Elements of each Unit can be determined from such materials. A copy of the Condominium Plat is attached hereto and marked Exhibit "C".

B. Amendment of Common Element Boundaries. Except as provided herein, the boundaries of the Common Elements shall not be altered without amendment of the Declaration by approval of Unit Owners and Owners of mortgages in the manner elsewhere provided.

C. Easements. Easements are reserved throughout the Condominium Property as more particularly described in Article XXV of this Declaration of Condominium.

VIII.

UNDIVIDED SHARES IN THE COMMON ELEMENTS AND SHARE IN THE COMMON EXPENSES AND COMMON SURPLUS APPURTENANT TO EACH UNIT

A. Share in Common Elements. All Units shall have as an appurtenance thereto an undivided one-twelfth (1/12) share in the Common Elements.

B. Share of Common Expenses and Common Surplus. All Unit Owners shall be liable for a one-twelfth (1/12) share of the Common Expenses and each Unit Owner shall be entitled to receive the same proportionate share of the Common Surplus.

IX.

MANAGEMENT OF THE CONDOMINIUM

A. Powers of the Association. The Association shall have all the powers, rights and duties set forth in the Condominium Act, the Articles, this Declaration, the Bylaws and the Rules and Regulations enacted pursuant to the Bylaws. Copies of the Articles and Bylaws are attached hereto and made a part hereof as Exhibits "A" (Articles) and "B" (Bylaws).

B. Membership in Condominium Association. Each Unit Owner whether title to the Unit is acquired by purchase from the Developer, the Developer's grantee, successors, or assigns, or by gift, conveyance or by operation of law, is bound to and hereby agrees that to accept membership in the Association and does hereby agree to be bound by this Declaration, the Bylaws and the Rules and Regulations enacted pursuant to the Bylaws, the Condominium Act and lawful amendments thereto. Membership is automatic.

C. Ownership Subject to Matters of Record. Each Unit Owner shall accept ownership of such Owner's Condominium Parcel subject to restrictions, easements, reservations, conditions and limitations now of record and affecting the Condominium Property.

D. Voting Rights. All Unit Owners shall collectively be entitled to one (1) Vote per each Unit. If a Unit is owned by more than one (1) person, then the person entitled to cast such Vote shall be determined by filing a Voting Certificate, signed under oath by all Unit Owners with a present vested interest in the Unit, with the Secretary of the Association. Said Voting Certificate shall state:

1. Ownership Interest. The respective percentage interest (as recorded in the Public Records of the County of each of the Unit Owners.

2. Voting Interest. The Unit Owners shall determine which one of the Unit Owners will represent all of the Unit Owners at Membership meetings and cast the Vote to which they are collectively entitled. The person so designated shall be known as the Voting Interest and shall be the only one of the Unit Owners eligible to cast the Vote for said Unit at Membership meetings. The Voting Interest may continue to cast the Vote for all of the Owners of the Unit until such time as another person is designated as the Voting Interest for the Unit. Voting by proxy may be permitted in accordance with Florida Statutes, the Articles and the Bylaws now in existence or hereafter amended.

E. Unit Owned by One Owner. When a Unit is owned by one person, then he or she shall have the Vote for that Unit. No Voting Certificate shall be required.

F. Unit Owned by Corporation and Limited Liability Company. When a Unit is owned by a corporation or a limited liability company, the corporation president or vice president or all of the managers of the limited liability company shall execute the Voting Certificate designating which corporate officer shall be the Voting Interest. In the absence of a Voting Certificate, the President, or any Manager of a limited liability company shall be deemed the Voting Interest.

G. Unit Owned by General or Limited Partnership. When a Unit is owned by a general partnership, the Voting Interest shall be determined by filing a Voting Certificate signed by all of the general partners; and when a Unit is owned by a limited partnership, the Voting Interest shall be determined by filing a Voting Certificate signed by all of the general partners.

H. Unit Owned by a Trust. When a Unit is owned by a trust, the Voting Interest shall be determined by filing a Voting Certificate signed by all of the trustees of the trust.

I. Number of Votes. The number of Votes shall equal the number of Units so that there shall be twelve (12) votes. An individual with an interest in more than one (1) Unit may be designated as having the Voting Interest for each such Unit.

J. Board. All the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors consisting of the number of Directors to be determined by the Bylaws, but not less than three (3) Directors, who are all to be elected annually by the Voting Interests.

K. Duties of Condominium Association. It shall be the duty of the Association to provide, through its agents and employees, for the administration, operation, maintenance, repair and replacement of the Common Elements, and to make reasonable uniform Rules and Regulations from time to time, as well as to perform all other duties expressly or impliedly set forth herein.

L. Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Condominium Property to be maintained and repaired by the Association, or caused by the elements, third parties or Unit Owners.

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

N. Association's Right to Purchase Land, Recreation Lease and Units. The Association has the power to purchase any land or recreation lease upon approval of not less than a majority of the Votes of the Voting Interests. The Association has the power to purchase Units in the Condominium and to acquire and hold, lease, mortgage, and convey them upon approval of not less than a majority of the Votes of the Voting Interests; provided, however, that the Board of Directors may elect to purchase a Unit at a foreclosure sale resulting from the Association's foreclosure of its lien for unpaid Assessments, or to take title by deed in lieu of foreclosure, without Membership approval.

O. Association's Right to Borrow Money. The Association has the power to borrow money and pledge or mortgage Association real or personal Property and intangibles, including future assessments, upon approval of not less than a majority of the Votes of the Voting Interests.

X. AMENDMENT TO CONDOMINIUM DECLARATION

A. Procedure for Amendment. Except as otherwise provided, this Declaration may be amended in the following manner:

1. Notice. Notice in writing of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. The format of the notice shall conform to Florida Statutes Section 718.110.

2. Proposals to Amend. A resolution for the adoption of a proposed amendment may be proposed by at least two-thirds (2/3) of the Board of Directors at any regular or special meeting of the Board of Directors, or by not less than one-fourth (1/4) of the Votes of the Voting Interests.

3. Adoption. The proposed Amendment shall be adopted upon approval of not less than three-fourths (3/4) of the Votes of the Voting Interests.

4. Amendments by Developer. As long as the Developer is entitled to elect not less than a majority of the Board of Directors, and subject to the proviso in Paragraph B of this Article, an amendment to this Declaration may be approved by a two-thirds (2/3) vote of the Board of Directors. Such amendment must be in writing in the format required by the Condominium Act and recorded. The amendment need not be accompanied by a certificate of the Association.

B. Proviso. No amendment shall discriminate against any Unit Owners or against any Unit or class or group of Units, unless the Unit Owners so affected shall consent. No amendment shall change the configuration or size of any Unit in any material fashion or modify the appurtenances to a Unit nor the share in the Common Elements appurtenant to it, nor increase the Unit Owner's share of the Common Expenses or common surplus, nor permit a timeshare estate to be created unless the Unit Owner of the Unit concerned, all record owners of mortgages on all Units in the Condominium and all other Unit

Owners shall join in the execution of the amendment. Neither shall an amendment make any changes in Article XX.C unless the record owners of all mortgages upon the Condominium shall join in the execution of the amendment.

C. Method of Amendment. No provision of the Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of the Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added and deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision ____ for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

D. Correcting Errors or Omissions. If there is an omission or error in the Declaration, or in other documents required by law to establish the Condominium, the Association may correct the error or omission by an amendment to the Declaration, or the other documents required to create the Condominium, by a majority of the Votes of the Voting Interests. The amendment is effective when passed and approved and a certificate of the amendment is executed and recorded as provided in Florida Statutes Section 718.110. This procedure for amendment cannot be used if such an amendment would materially or adversely affect property rights of any Unit Owner, unless the affected Unit Owner consents in writing. This subparagraph does not restrict the powers of the Association to otherwise amend the Declaration, Articles, Bylaws or Rules and Regulations enacted pursuant to the Bylaws, but authorizes a simple process of amendment requiring a lesser vote for the purpose of curing defects, errors, or omissions when the property rights of Unit Owners are not materially or adversely affected.

E. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the Officers with the formalities of a deed. Amendments shall become effective when recorded in the Public Records of the County.

F. Directors and Members Voting Rights. Directors shall be permitted to vote only if present at the meeting at which an amendment is considered, and Voting Interests may cast their Vote either in person or by limited proxy at any meeting of the Members at which an amendment is considered.

G. Bylaws. The Operation of the Condominium shall be governed by the Bylaws. The Bylaws may be amended in the manner set forth therein.

XI. PURPOSE AND USE RESTRICTIONS

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

A. Use of Units. Each of the Units shall be occupied only as a single-family residential dwelling. No Unit may be divided or subdivided into a smaller Unit. Temporary occupants are permitted so long as they do not create an unreasonable source of noise or annoyance to the other occupants of the Condominium. Temporary occupancy is defined as not more than thirty (30) consecutive days nor more

than ninety (90) days in a single calendar year. Nothing herein shall be construed to prevent a Unit Owner from placing more restrictive occupancy requirements as a condition for a lease of a Unit.

B. Children. Children shall be permitted as permanent occupants of a Unit in the Condominium.

C. Pets. Only dogs and cats may be maintained on the Condominium Property, and no Unit Owner may maintain more than two (2) pets at any one time. The Board of Directors has the right, from time to time, to adopt additional rules and regulations governing pets within the Condominium. Such rules shall be based upon the Board's determination of whether pets create a nuisance on and about the Condominium Property. Notwithstanding the foregoing, no Owner shall be permitted to maintain in its Unit a bull terrier (pit bull or pit bull mix) or any other dog or dogs of mean or of a violent temperament or otherwise evidencing such temperament. Each Owner, by acquiring a Unit, agrees to indemnify the Seller, the Association and the Board and hold them harmless against any loss or liability resulting from said Owner's, its family members' or lessee's ownership of a pet. If a dog or any other animal becomes obnoxious to other Owners by barking or otherwise, the Owner shall remedy the problem or, upon written notice from the Association, the Owner may be required to permanently remove the pet from the Condominium.

D. Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used for the furnishing of services and facilities for which they are reasonably intended, for the enjoyment of the Unit Owners, and subject to such Rules and Regulations as may be adopted by the Board of Directors.

E. Alterations. No Unit Owner shall make, allow or cause to be made, any structural addition or alteration of his Unit or the Common Elements or Limited Common Elements without the prior written consent of the Association, except as otherwise specifically provided for in this Declaration.

F. Nuisances. No nuisances shall be allowed upon the Condominium Property or within a Unit, nor any use or practice that is the source of annoyance to occupants or which interferes with the peaceful possession and proper use of the Condominium Property by occupants. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property without the prior written approval of the Board of Directors.

G. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

H. Safety. A Unit Owner or occupant shall not do anything within a Unit or on the Common Elements which would adversely affect the safety or soundness of the Common Elements or any portion of the Association Property or Condominium Property which is to be maintained by the Association. No flammable products shall be stored in any Unit or upon the Common Elements or Limited Common Elements.

I. Leasing of Units. Entire Units may be leased, provided that no lease shall be for a period of less than thirty (30) days, subject to the approval of the Association as provided in Article XII, provided the occupancy is only by the tenant and the tenant's family. No subletting shall be allowed, except upon approval of the Board, which consent shall not be unreasonably withheld. A lease of any Unit shall not release or discharge the Unit Owner thereof from compliance with any of such Unit Owner's obligations and duties as a Unit Owner, and the Unit Owner shall be liable jointly and severally

with Unit Owner's tenant for any violation of the Declaration, Articles, Bylaws and Rules and Regulations. All of the provisions of this Declaration, the Articles and Bylaws and Rules and Regulations pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as against a Unit Owner. A covenant upon the part of each such tenant to abide by the terms and provisions of this Declaration, the Articles and Bylaws, and Rules and Regulations, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of any such covenant shall be an essential element of any lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not. When a Unit is leased, the tenant shall have all use rights in the Association property and the common elements otherwise available for use by the Unit Owners and the Unit Owner shall not have such rights except as a guest.

J. Guests. The Owner of the Unit shall be liable for the conduct of a Unit Owner's guest while upon the Condominium Property.

K. Rules and Regulations. Reasonable Rules and Regulations concerning the use of the Common Elements and Limited Common Elements may be made and amended from time to time by the Board of Directors; copies of such Rules and Regulations and amendments thereto shall be furnished by the Association to all Unit Owners and tenants. Any rule or regulation so adopted may be rescinded, amended or altered pursuant to the Bylaws.

L. Exterior Appearance/Displays. No Unit Owner shall decorate or alter any part of such Owner's Unit so as to affect the exterior appearance of the Unit without the prior written approval of the Board of Directors. No outside signal receiving or sending antennas, dishes or devices are permitted. The foregoing shall not prohibit any antenna or signal receiving dish owned by the Association which services the entire Condominium Property. Nothing shall be hung, displayed or placed on the exterior walls, doors or windows of the Unit visible from the exterior without the prior written consent of the Board of Directors; provided that any Unit Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veteran's Day, may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corp, or Coast Guard, regardless of any declaration, rules, or requirements dealing with flags or decorations.

M. Outside Storage of Personal Property. The personal property of any Unit Owner shall be kept inside the Unit, and no personal property may be stored on the exterior of any Unit or on the Common Elements or Limited Common Elements.

N. Vehicles/Boats. Only automobiles, vans, small pick-up trucks, and other vehicles manufactured and used as private passenger vehicles are permitted on the Condominium Property. Notwithstanding the foregoing, automobiles owned by governmental law enforcement agencies are expressly permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making deliveries to or from, or while used in connection with providing services to the Condominium Property. All vehicles shall be parked within the Unit Owner's garage or upon the driveway servicing such Unit. No vehicle which is unlicensed or which cannot operate on its own power shall remain within the Condominium Property for more than 24 hours, and no repairs or servicing of any vehicle shall be made on the Condominium Property. Motorcycles are not permitted except with the prior written consent of the Association, which may be withdrawn at any time, and any permitted motorcycle must be equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the occupants of the Condominium Property. Boats may only be kept completely within a garage.

O. Air Conditioning Units. Only central air conditioning Units are permitted, and no window, wall or portable air conditioning Units are permitted.

P. Garbage and Trash. Garbage, trash, refuse or rubbish that is required to be placed in the front of any Condominium in order to be collected may be placed and kept at the front of the Unit on the day of the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in trash facilities provided by the Association. All trash facilities shall be stored inside a Unit and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

Q. Wells. Wells are prohibited upon the Condominium Property for irrigation, domestic water use or any other purpose unless authorized by the Board of Directors.

XII. SALES, LEASES AND OTHER TRANSFERS

In order to assure a community of congenial residents and thus protect the value of the Units, the sale or lease of Units shall be subject to the following provisions which shall be covenants running with the land so long as the Condominium Property shall be subject to the Condominium form of ownership under the laws of the State of Florida.

A. Sales, Lease or Transfer. Prior to the sale, lease or transfer of any interest in a Unit to any person other than the transferor's spouse, the Unit Owners shall notify the Board of Directors in writing the name and address of the person or entity to whom the proposed sale, lease or transfer is to be made, and such other information as may be required by the Board of Directors. If the transferee is not a natural person, the notice shall include the names and addresses of the persons who will occupy the Unit. The transferee shall provide the Association with a copy of the recorded deed after the transfer.

The Association may require that a prospective Lessee place a security deposit, in an amount not to exceed the equivalent of one month's rent, into a non-interest bearing escrow account maintained by the Association. The security deposit shall protect against damage to the Common Elements or Association Property. Claims against the deposit, refunds and disputes shall be handled as provided in Part II of Chapter 83 of the Florida Statutes.

B. Assessment Status. Within fifteen (15) days after request by a Unit Owner or Unit mortgagee, the Association shall provide a certificate stating all assessments and other monies owed to the Association by the Unit Owner with respect to the Condominium Parcel. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

C. Heirs and Devisees of Deceased Unit Owners.

(i) Title to Spouse, Family Members and Unit Owners. If the Owner of a Unit should die and as a result of such death the title to the Unit of such deceased Owner shall pass to any person other than a co-owner of the Unit, such person shall within sixty (60) days of such person or persons taking title, occupancy or possession of the Unit advise the Association regarding his intention of residing in the Unit and of his or their current address. He or she shall also furnish the Association such other information as the Association may reasonably request.

(ii) Amounts Due Association. Nothing in this Article shall be deemed to reduce, forgive, or abate any amounts due the Association from the Unit Owner at the time of his death, nor the

assessments attributable to the Unit becoming due after the Unit Owner's death, all of which shall be fully due and payable as if the Unit Owner had not died.

XIII. ASSESSMENTS

A. Power of Association. The Association, through its Board of Directors, shall have the power to make and collect such Assessments and Special Assessments as allowed by the Condominium Act, this Declaration or the Bylaws.

B. Board Adopts Budget. The Board of Directors shall adopt the annual budget at least forty-five (45) days before the end of each fiscal year. The budget shall project anticipated income and estimated expenses. Common Expenses shall include but shall not be limited to, costs and expenses of operation, maintenance and management; insurance premiums for fire, windstorm, and flood, as required by the Condominium Act; premiums for public liability insurance; legal and accounting fees; management fees; operating expenses of the Association; maintenance, repairs and replacement of the Common Elements, except for emergency repairs or replacements deemed necessary to protect the Common Elements and properly chargeable to a Unit; security provisions; charges for utility used for Common Elements; water and sewer for the Condominium Property; cleaning and janitorial service for the Common Elements; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against the Unit Owners or others; the creation of reasonable contingency or reserve requirements for the protection of the Unit Owners, and the Condominium Property (e.g., reserves for replacements, capital expenditures, deferred maintenance, operating reserve to cover deficiencies in collections); and all other expenses designated as Common Expenses by the Condominium Act, this Declaration, the Articles or Bylaws. In addition, if the Association maintains Limited Common Elements with the cost to be shared only by those entitled to use the Limited Common Elements, the budget or a schedule attached to the budget shall show amounts budgeted for the Limited Common Elements.

C. Levy of Assessment. After adoption of a budget and determination of the annual Assessment per Unit, the Association shall assess such sum by promptly notifying all Unit Owners by delivering or mailing notice thereof to the Unit Owner at such Unit Owner's address as shown by the books and records of the Association. Each Unit's pro rata share of the annual Assessment shall be due and payable monthly in advance to the Association, regardless of whether Unit Owners are sent or actually receive written notice thereof. In addition, the Association shall have the power to levy equal Special Assessments against each Unit if necessary to cover the Common Expenses.

D. Special Assessments. Should the Association, through its Board of Directors, at any time determine that the Assessments made are not sufficient to pay the Common Expenses, or in the event of emergencies, the Board of Directors shall have the authority to levy and collect Special Assessments to meet such needs of the Association. The specific purpose or purposes of any Special Assessment shall be set forth in a written notice of such Special Assessment sent or delivered to each Unit Owner. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice. Any excess funds shall be considered as Common Surplus and either be returned to the Unit Owners or applied as a credit towards future Assessments. However, upon completion of such specific purpose or purposes, any excess funds shall be considered Common Surplus.

E. Owners Responsibility for Payment. The record Owners of each Unit shall be personally liable, jointly and severally, to the Association for the payment of all Assessments and Special Assessments made by the Association and for all costs for collecting delinquent Assessments and/or Special Assessments. All Assessment and Special Assessment installments not paid when due shall bear interest at the maximum interest rate that is allowed by law. In the event Assessments and Special

Assessments against a Unit are not paid within thirty (30) days after their due date, the Association shall have the right to take any and all of the following actions:

1. Administrative Late Fee. Charge an administrative late fee in the amount not more than maximum permitted under the Condominium Act, for each installment of the Assessment and/or Special Assessment that the payment is late.

2. Foreclose Lien. The Association may record and foreclose a lien in the manner set forth in the Condominium Act and in Article XIV of this Declaration.

3. Sue for Money Judgment. The Association may bring an action to recover a money judgment for unpaid Assessments and/or Special Assessments, interest, late charges, and the Association's reasonable attorney's fees.

F. No Common Element Fees. The Association shall not charge any fee against a Unit Owner for the use of Common Elements or Association Property unless such use is the subject of a lease between the Association and the Unit Owner.

G. No Avoidance of Assessments. The liability for an Assessment or Special Assessment may not be avoided by waiver of the use or enjoyment of any Common Element, or by abandonment of the Unit for which the Assessments are made.

XIV. LIEN OF THE ASSOCIATION

A. Association Liens. The Association shall have a lien on each Condominium Parcel for any unpaid dues, Assessments, Special Assessments, late charges, and interest thereon against the Unit Owner of such Condominium Parcel. Said lien shall also secure reasonable attorney's fees incurred by the Association incident to collection of such Assessment and/or Special Assessment or enforcement of such lien. The lien shall be recorded in the Public Records of the County, and shall contain a description of the Condominium Parcel, the name of the Unit Owner(s) shown in the public records, the name and address of the Association, the amount due and the due dates. The lien shall be effective from and shall relate back to the date of recording this Declaration. As to first mortgages of record, the lien is effective from and after recording of the claim of lien. The lien shall continue in effect until all sums secured by the lien shall have been fully paid or barred by law. Such claims of liens shall include only Assessments and Special Assessments which are due and payable when the claim of lien is recorded. Such claims of lien shall be signed and verified by an officer or agent of the Association and shall then be entitled to be recorded. Upon full payment the party making payment shall then be entitled to a recordable satisfaction of the lien.

B. Lien Duration and Enforcement. No such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid Assessments and/or Special Assessments, interest, costs, and attorney's fees, which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. Interest on any Assessments and Special Assessments and installments not paid when due will accrue at the maximum rate allowed by law.

C. Liability for Assessments. All such liens shall be subordinate to the lien of an Institutional Mortgagee holding a first mortgage recorded prior to the time of recording of the claim of lien except as stated herein. A Unit Owner, regardless of how such Unit Owner's title has been acquired, including a purchaser at a judicial sale, is liable for all Assessments and Special Assessments which come due after title

is acquired. The current Unit Owner is jointly and severally liable with the prior Unit Owner for all unpaid Assessments and Special Assessments against the prior Unit Owner for his share of the Common Expenses up to the time of transfer of title, without prejudice to any right the current Unit Owner may have to recover from the prior Unit Owner the amounts paid by the current Unit Owner.

1. First Mortgagee Liability for Assessments. A first mortgagee who acquires title to the Condominium Parcel by foreclosure or by deed in lieu of foreclosure is liable for the unpaid Assessments and Special Assessments that became due prior to the mortgagee's receipt of the deed. However, the mortgagee's liability is limited to the lesser of:

(a) The Condominium Parcel's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

(b) One percent (1%) of the original mortgage debt. The provisions of this subparagraph shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action.

(c) Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the first mortgagee.

D. Purchasers Obligation to Pay Assessment. Except as to first mortgagees, a Unit Owner acquiring title to a Condominium Parcel shall pay any Assessments, Special Assessments, late fees, interest, costs and attorney's fees owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount of Assessments, Special Assessments, late fees, interest, costs and attorney's fees when due shall entitle the Association to record a claim of lien against the Condominium Parcel and proceed in the same manner as provided in this Article.

E. Assessment Certificate. Any person purchasing or encumbering a Unit shall have the right to rely upon any statement made in writing by an Officer of the Association regarding Assessments and Special Assessments against Units which have already been made or which are due and payable to the Association. The Association shall provide a certificate stating all Assessments, Special Assessments and other monies owed to the Association by the Unit Owner. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

XV. TAXATION

Whenever taxes or governmental assessments are assessed against the Condominium Property, instead of against each Condominium Parcel, such assessments shall be treated as a Common Expense, in accordance with the provisions of Article XIII.

XVI. MAINTENANCE AND REPAIR

A. Unit Owners Responsibility for Maintenance and Repair. The Unit Owner is responsible to maintain, repair and replace all air-conditioning and heating equipment serving such Unit whether located within or outside the Unit and each Unit Owner shall maintain the interior of his or her garage space. Each Unit Owner, at such Owner's expense, shall maintain, repair, replace and be responsible for the maintenance of his Unit, its equipment and fixtures including but not limited to painting, replastering,

sealing and polishing of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary lines of the Unit including the interior surface of entry doors and garage doors and must promptly correct any condition which would, if left uncorrected, cause any damage to another Unit or the Common Elements, and shall be responsible for any damages caused by his non-action. Each Unit Owner shall at such Unit Owner's expense maintain and replace when necessary all screening within a Unit or the lanai attached to the Unit, and all glass in windows and doors in the perimeter walls of a Unit. All work shall be done without disturbing other Unit Owners. Provided, however, that no Unit Owner may change the exterior appearance of a Unit without prior Association approval in writing. The Unit Owner shall promptly report to the Association any defect or need for repairs for which the Association is responsible.

B. Association Responsibility for Maintenance and Repair. The Association shall be responsible for the maintenance, repair and operation of the Common Elements, and those portions of the Limited Common Elements which are not the Owner's responsibility, including, but not limited to those portions of a Unit, except interior surfaces, contributing to the support of the Unit, load bearing columns and load bearing walls, driveways and roofs. The painting, decorating or changing of any portion of the walls not part of the Unit and all conduits, ducts, plumbing, piping, wiring and other facilities for the furnishing of utility service contained within a Unit that service part or parts of the Condominium other than the Unit shall be the responsibility of the Association, and not the individual Unit Owner. The Association shall have all powers necessary to discharge these responsibilities, and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Declaration and the Bylaws.

C. Enforcement of Maintenance Against Association by Specific Performance. The maintenance and operation of the Common Elements shall be the responsibility of the Association and shall be a Common Expense. In the event the Association fails to maintain the Common Elements in accordance with its obligations hereunder, any Unit Owner shall have the right to seek specific performance in a court of equity to compel the Association to do so.

D. Enforcement of Maintenance Against Unit Owner by Specific Performance. In the event a Unit Owner fails to maintain such Owner's Unit or those portions of the Limited Common Elements which are such Owner's responsibility, or makes any additions or alterations to Common Elements without written consent, the Association or any Unit Owner shall have the right to proceed in a court of equity to seek compliance with the provisions hereof; provided that a Unit Owner does not have authority to act for the Association by reason of being a Unit Owner.

E. Enforcement by Association or Unit Owners in Court of Law. The Board of Directors or any Unit owner shall have the right to maintain an action because of the failure of a Unit Owner or the Association to comply with the terms of the Declaration, Articles, the Bylaws, or the Rules and Regulations; as they may be amended from time to time. In such an action, the prevailing party shall be entitled to recover the costs of the proceeding together with reasonable attorneys' fees.

F. Failure to Enforce Not a Waiver. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles, the Bylaws, or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

XVII.
ALTERATION OF COMMON ELEMENTS

A. Procedure for Approval of Alterations or Improvements. No Unit Owner or the Board shall make or cause to be made substantial and material alterations, improvements or additions to the Common Elements, except in accordance with the following provisions:

1. A special meeting of Members shall be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than fourteen (14) days written notice.

2. Three-fourths (3/4) of the Votes of the Voting Interests must be cast in favor of the proposal at the special meeting. Votes may be cast in person or by proxy.

3. If approved, each Unit Owner shall be assessed his proportionate cost of such alteration, improvement or addition based upon that Unit Owner's share of the Common Elements.

XVIII.
WAIVER OF PARTITION

By holding title in a Unit, the Developer and each subsequent Unit Owner waives the right to partition any interest in the Common Elements under the laws of the State of Florida as they exist now or as amended until this Condominium is terminated pursuant to the Declaration or by law. Any Unit Owner may freely convey an interest in a Unit together with an undivided interest in the Common Elements subject to the provisions of this Declaration.

XIX.
LIABILITY INSURANCE, LIMITATION OF LIABILITY AND OTHER INSURANCE

A. Liability Insurance. The Board of Directors shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the Common Elements. Each individual Unit Owner shall be responsible for the purchasing of liability insurance for accidents occurring in such Owner's Unit or for which such Unit Owner may be liable. In accordance with the provisions of the Condominium Act, the liability of a Unit Owner for Common Expenses shall be limited to amounts for which such Unit Owner is assessed from time to time in accordance with the Condominium Act, this Declaration and the Bylaws. The Unit Owner may be personally liable for the acts or omissions of the Association in relation to the use of the Common Elements, but only to the extent of such Unit Owner's share in the Common Elements. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners, and they shall have the right to intervene and defend. A Unit Owner shall be liable for injuries or damages resulting from an accident in such Unit Owner's own Unit to the same extent and degree that the owner of a residence in the County would be liable for an accident occurring therein.

B. Additional Insurance. In addition, the Board of Directors shall use its best efforts to maintain adequate insurance for Workers Compensation, if applicable, and fidelity insurance as required by the Condominium Act for persons who control or disburse Association funds. The Board of Directors may also obtain such other insurance, as the Board determines to be desirable.

XX.
**PROVISIONS FOR CASUALTY INSURANCE, PAYMENT OF PROCEEDS,
RECONSTRUCTION**

A. Purchase of Insurance. The Board of Directors shall obtain and maintain adequate insurance to protect the Association, the Association Property, the Common Elements and the Condominium Property required to be insured by the Association pursuant to Florida Statutes Section 718.111(11)(b). For purposes hereof, "adequate insurance" means "replacement cost" if available subject to any reasonable deductibles as determined by the Board of Directors.

B. Insured and Loss Payable. All casualty insurance policies purchased by the Association hereunder shall be for both the benefit of the Association and all Unit Owners and their mortgagees, as their respective interest may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Board of Directors who shall act as the insurance trustee and it shall be the duty of the Board of Directors acting as insurance trustee to receive such proceeds as are paid to them and to hold the same in trust pursuant to the terms of this Declaration.

C. Reconstruction or Repair after Casualty. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. Common Element. If the damaged Condominium Property is a Common Element or Limited Common Element, it shall be reconstructed or repaired, unless it is determined that the Condominium should be terminated as provided in Article XXIII of this Declaration.

2. Units.

(a) Lesser Damage. If the damaged Condominium Property is a Unit, and if at least fifty percent (50%) of the Units in the Condominium are found by the Board of Directors to be tenantable, the Unit shall be reconstructed or repaired, unless it is determined that the Condominium should be terminated as provided in Article XXIII of this Declaration.

(b) Major Damage. If more than fifty percent (50%) of the Units in the Condominium are found by the Board of Directors not to be tenantable, then the Units will not be reconstructed or repaired and the Condominium will be terminated as elsewhere provided, unless the Voting Interests of at least seventy-five percent (75%) of the Voting Interests agree in writing to such reconstruction or repair.

(c) Reconstruction. Any reconstruction or repair must be (i) substantially in accordance with the plans and specifications for the damaged building immediately before the casualty, or (ii) according to plans and specifications approved by the Board of Directors and by at least seventy-five percent (75%) of the Voting Interests.

(d) Responsibility. If the damage is only to a portion of one (1) Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the costs to rebuild or repair.

(e) Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction or repair, the funds for the payment of the costs thereof are insufficient, Assessments shall be made against the Unit Owners who own the damaged Units and against all Unit Owners in the case of damage to the Common Elements, in amounts sufficient to provide funds for the payment of such costs. Such Assessments against Unit Owners for damage tot Units shall be in proportion to the cost of reconstruction and repair of their Units, and Assessments on account of damage to Common Elements shall be in proportion to the Owner's share in the Common Elements.

3. Disbursement of Funds. The funds for payment of costs for reconstruction and repair after casualty, which consist of funds collected by the Association from Assessments and/or Special Assessments against the Unit Owners, shall be disbursed in the following manner:

(a) By the Association. The funds shall be held by the Association and disbursed by it in payment of those costs of reconstruction and repair that are the responsibility of the Association in the manner required by the Board of Directors. The Directors may hire an architect qualified to practice in the State of Florida to supervise the work and approve disbursements.

(b) Unit Owner Repairs. Any portion of the fund representing damages for which the responsibility of reconstruction and repair lies solely with a Unit Owner shall be paid by the Association to the Unit Owner, or if there is a mortgagee endorsement in the Unit Owner's insurance policy, then to the Unit Owner and the mortgagee jointly.

(c) Surplus. If it is determined as provided under this Article that the damaged Condominium Property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial Owners as provided in subparagraph B and distributed to each Unit Owner by check made payable jointly to the Unit Owner and his respective mortgagee, if any. If after reconstruction or repair there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners by check made payable to the Unit Owner and such Owner's respective mortgagee, if any; except that if the Unit Owner has been assessed as provided in subparagraph C.2.(e) above, the mortgagee shall only be entitled to that portion of the distribution after deducting the Unit Owner's Assessment, presuming that the first monies disbursed in payment of costs of reconstruction and repair are from insurance proceeds.

XXI. MORTGAGES

A Unit Owner who mortgages a Condominium Parcel must notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a register which shall, among other things, contain the names of all of the Unit Owners and the names of the mortgagees holding mortgages on their Condominium Parcels. The failure to notify the Association of the existence of a mortgage shall in no way impair the validity of the mortgage. The Association shall, at the request of a mortgagee, report any unpaid Assessments and/or Special Assessments due from the Unit Owner.

XXII. DEVELOPER'S UNITS, RIGHTS AND PRIVILEGES

A. Developer Sales. The Developer reserves and has the right to sell Units and Condominium Parcels to any purchaser approved by it, subject, however, to the provisions of this Declaration. The Developer shall have the right to transact any business necessary to consummate the

sale of Units, including but not limited to the right to maintain models, advertise on the Condominium, and use the Common Elements. In the event there are unsold Condominium Parcels, the Developer retains the right to ownership thereof under the same terms and obligations as other Owners of Condominium Parcels. This Article shall not be amended without the written consent of the Developer so long as the Developer holds any Units for sale in the ordinary course of business. If the provisions of this Article conflict with any other Article, then this Article shall govern.

XXIII. SEPARABILITY OF PROVISION

Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration, the Articles, the Bylaws or the Condominium Act, shall in no way affect the remaining part or parts hereof which are unaffected by such invalidation, and the same shall remain effective.

XXIV TERMINATION

This Condominium shall be terminated under the conditions described in Article XX.C.2.(b) of this Declaration and may be terminated in accordance with the provisions of Florida Statutes Section 718.117 except that such termination shall require the consent of seventy-five percent (75%) of the Voting Interests and all of the holders of recorded liens affecting any of the Condominium Parcels. Upon termination, the undivided share of the Common Elements owned in common by each Unit Owner shall be one-twelfth (1/12).

XXV EASEMENTS

A. Covenant Running with Land. Each of the following easements is a covenant running with the land included in the Condominium Property and shall survive the termination of the Condominium.

B. Utilities, Drainage. Easements are reserved under, through and over the Condominium Property as may be required for utility, cable television, communications and security service and drainage in order to adequately serve the Condominium.

C. Pedestrian and Vehicular Traffic. Non-exclusive easements shall exist for pedestrian and vehicular traffic over, through and across sidewalks, paths, walks, roads, driveways, stairways, streets and other portions of the Common Elements as may be from time to time intended and designated for such purposes and uses and such easements shall be for the use and benefit of the Unit Owners within this Condominium, including their guests, licensees or invitees; provided, however, nothing herein shall be construed to give or create in any person the right to park any vehicle upon any portion of the Condominium Property except an area specifically designated and assigned for such purposes.

D. Easement for Unintentional and Non-Negligent Encroachments. If a Unit shall encroach upon any Common Element, Limited Common Element, or upon any other Unit, by reason of original construction or by the non-negligent or non-purposeful act of the Developer, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any Common Element or Limited Common Element shall encroach upon any Unit by reason of original construction or the non-purposeful or non-negligent act of the Association or the Developer, then an easement appurtenant to such Common Element, Limited Common Element, or to the extent of such encroachment, shall exist so long as such encroachment shall exist.

E. Support. Every portion of a Unit contributing to the support of a Condominium building or an adjacent Unit shall be burdened with an easement of support for the benefit of all other Units and Common Elements in the building.

F. Perpetual Non-Exclusive Easement in Common Elements. The Common Elements (other than the Limited Common Elements) shall be, and the same are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the Unit Owners for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the Unit Owners.

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

H. Construction; Maintenance. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any Units located or to be located thereon, and for repair, replacement and maintenance purposes where the Association fails to do so or where the Developer, in its sole discretion, determines that it is necessary to do so. This right shall terminate at such time as Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors of the Association.

I. Sales Activity. The Developer, as long as it holds any units for sale in the ordinary course of business, shall have the right to use any such Units and parts of the Common Elements for model dwellings and sales and construction offices, to show model Units and the Common Elements to prospective purchasers of Units, and to erect signs and other promotional material on the Condominium Property to advertise Units for sale.

J. Additional Easements. The Developer and the Association, on their own behalf and on behalf of all Unit Owners (each of whom hereby appoints the Developer and the Association as its attorney-in-fact for this purpose), shall each have the right to grant such additional electric, gas or other utility, cable television, security system, communications, drainage or service easements. The Developer and Association may also relocate any such existing easements or drainage facilities, in any portion of the Condominium Property, and grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Units for dwelling purposes. In addition, the Developer shall have the right to provide bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto. This subparagraph J shall not be amended nor shall the Condominium Plat be amended in any way to defeat, restrict or reduce the Developer's rights herein contained without the written consent of the Developer; provided that the Developer's right to grant easements as herein provided shall terminate at such time as Unit Owners other than the Developer are entitled to elect not less than a majority of the Board of Directors of the Association.

K. Ingress and Egress; Subordinate Liens. All easements for ingress and egress granted in this Article XXV, or elsewhere herein, shall not be encumbered by any leasehold or lien other than those on the

Condominium Parcels; but if so encumbered, then any such lien shall be subordinate to the rights of Unit Owners.

XXVI. ENFORCEMENT

A. Legal Action. Each Unit Owner, tenant, and other invitee shall comply with this Declaration, the Articles, the Bylaws, the Rules and Regulations, and the provisions of the Condominium Act, and the provisions thereof shall be deemed expressly incorporated into any lease of a Unit. The Association shall have the right to evict a tenant or remove any guest or invitee. Actions 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:

1. The Association.
2. Another Unit Owner.
3. 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.
4. Any Director who willfully and knowingly fails to comply with these provisions.
5. Any tenant leasing a Unit, and any other invitee occupying a Unit.

B. Attorneys Fees. The prevailing party in any such action shall be entitled to recover its reasonable attorney's fees. A Unit Owner, prevailing in an action against the Association, in addition to recovering his attorney's fees, may recover additional amounts as determined by the Court to be necessary to reimburse the Unit Owner for his share of Assessments levied by the Association to fund its expenses of the litigation.

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

D. Fines. In addition, the Association may levy reasonable fines against a Unit for the failure of the Owner of the Unit, or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the Bylaws, or the Rules and Regulations of the Association. No fine will become a lien against the Unit. No fine may exceed the maximum amount permitted under the Condominium Act; provided, however, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed the maximum amount permitted under the Condominium Act. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner, and, if applicable, its licensee or invitee. These provisions shall not apply to unoccupied Units.

E. No Waiver. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles, the Bylaws, or the Rules and Regulations adopted by the Association shall not constitute a waiver of the right to do so thereafter.

XXVII.
COVENANT RUNNING WITH THE LAND

All provisions of this Declaration, the Articles, Bylaws and applicable Rules and Regulations enacted pursuant thereto, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land described in Article IV of this Declaration and with every part thereof and interest therein, unless this Declaration shall be terminated pursuant to the Condominium Act or as provided herein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and all subsequent Unit Owners and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, Bylaws and Rules and Regulations enacted pursuant thereto, as they may be amended from time to time. The acceptance of a deed of conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, Articles, Bylaws and Rules and Regulations enacted thereto.

IN WITNESS WHEREOF, the Developer has executed this Declaration of Condominium this
23 day of March, 2012.

Signed, Sealed and Delivered
in the Presence of:

ACAPULCO GARDEN CONDOS, LLC, a Delaware limited liability company

BY: PFC PROJECTS, LLC, a Delaware limited liability company, Sole Member

BY: NATIONAL LAND PARTNERS, LLC, a Delaware limited liability company, Sole Member

BY: AMERICAN LAND PARTNERS, INC., a Delaware corporation, Manager

BY: 
Name: Thomas Gajda
Title: Authorized Signatory

STATE OF Florida)
COUNTY OF Collier)

Before me, the undersigned authority, personally appeared Thomas Gajda,
as Authorized Signatory of American Land Partners, Inc., a Delaware corporation, as Manager of National Land Partners, LLC, a Delaware limited liability company, as Sole Member of PFC Projects, LLC, a Delaware limited liability company, as Sole Member of ACAPULCO GARDEN CONDOS, LLC, a Delaware limited liability company, to me personally known to be the person described or who produced _____ as identification and who executed the foregoing Declaration of Condominium

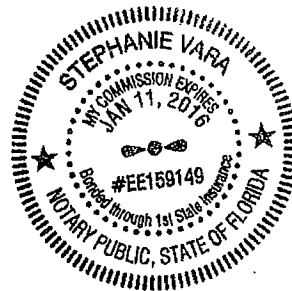
and acknowledged before me according to law that he made and subscribed the same for the purposes therein expressed and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in County of Collier, State of Florida, this 23 day of March, 2012.

My commission expires:

January 11, 2016

Stephanie Vara
Notary Public, State of



THIS INSTRUMENT PREPARED BY:

LEONARD LUBART, ESQ.
GREENSPOON MARDER, P.A.
Trade Centre South, Suite 700
100 West Cypress Creek Road
Fort Lauderdale, Florida 33309

CONSENT OF MORTGAGEE

THIS CONSENT is given this 23rd day of March, 2012, on behalf of NLP FINANCE, LLC, a Delaware limited liability company, being the owner and holder of that certain Mortgage recorded in Official Records Book 3622, at Page 2024, of the Public Records of Charlotte County, Florida, as amended and assigned from time to time (the "Mortgage").

WHEREAS, Mortgagor has requested Mortgagee to consent to the recording of that certain Declaration of Condominium for ACAPULCO PLACE, A CONDOMINIUM (the "Declaration") and to subordinate the lien and effect of the Mortgage to the Declaration.

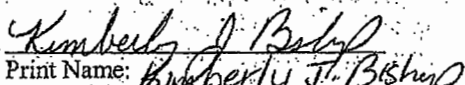
NOW, THEREFORE, Mortgagee consents to the recording of the Declaration, to which this Consent is attached, or, if this Consent is recorded separately, which has been recorded in Official Records Book _____, at Page _____, of the Public Records of Charlotte County, Florida, as amended, and agrees that the lien and effect of the Mortgage shall be subject and subordinate to the terms of the Declaration.

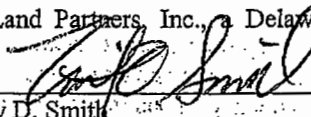
Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of ACAPULCO PLACE, A CONDOMINIUM, and does not assume and shall not be responsible for any of the obligations or liabilities of the Developer contained in the Declaration or other documents issued in connection with the promotion of ACAPULCO PLACE, A CONDOMINIUM. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Declaration.

Made as of the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

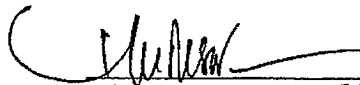

Print Name: SHERYL J. MOREHOUSE


Print Name: Kimberly J. Bishop

NLP FINANCE, LLC, a Delaware limited liability company
By: National Land Partners, LLC, a Delaware limited liability company, sole Member
By: American Land Partners, Inc., a Delaware corporation, Manager
By: 
Name: Timothy D. Smith
Title: Treasurer

STATE OF MASSACHUSETTS)
) SS.
COUNTY OF BERKSHIRE)

The foregoing instrument was acknowledged before me this 23 day of March, 2012, by Timothy D. Smith as Treasurer of American Land Partners, Inc., a Delaware corporation, Manager of National Land Partners, LLC, a Delaware limited liability company, sole Member of NLP FINANCE, LLC, a Delaware limited liability company. He/She is personally known to me or has produced _____ as a type of identification.



Print Name: TRACY M. DESAUTELS
Notary Public, State of: Massachusetts
Serial Number, if any: —

My commission expires Oct 7, 2016

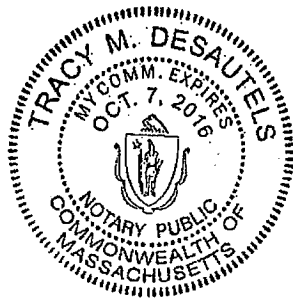


EXHIBIT "A"

ACAPULCO PLACE, A CONDOMINIUM

ARTICLES OF INCORPORATION OF
ACAPULCO PLACE CONDOMINIUM ASSOCIATION, INC.

FILED

06 APR -3 AM 10:07

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
ACAPULCO PLACE CONDOMINIUM ASSOCIATION, INC.
(A Not-For-Profit Corporation)

THE UNDERSIGNED INCORPORATORS HEREBY ASSOCIATE THEMSELVES FOR THE PURPOSE OF FORMING A CORPORATION NOT-FOR-PROFIT UNDER AND PURSUANT TO FLORIDA STATUTES CHAPTER 617 AND DO HEREBY CERTIFY AS FOLLOWS:

ARTICLE 1
NAME

The name of this corporation shall be ACAPULCO PLACE CONDOMINIUM ASSOCIATION, INC., a not-for-profit corporation with its principal place of business and mailing address being c/o KABAR GROUP, 900 WEST MARION AVENUE, PUNTA GORDA, FLORIDA 33950. For convenience, the corporation shall be herein referred to as the "Association".

ARTICLE 2
PURPOSE

1. The purpose for which the Association is organized is to provide an entity pursuant to Florida Statutes Chapter 718, (the "Condominium Act") for the operation of ACAPULCO PLACE, A CONDOMINIUM, ("Condominium"), to be located upon land in Charlotte County, Florida, more particularly described in Article IV of the Declaration of Condominium of ACAPULCO PLACE, A CONDOMINIUM ("Declaration").

2. The Association shall make no distribution of income to its Members, Directors or Officers.

ARTICLE 3
POWERS AND DUTIES

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all of the common-law and statutory powers of a corporation not-for-profit not inconsistent with the Condominium Act.

2. The Association shall have all of the powers and duties set forth in the Declaration and these Articles of Incorporation ("Articles") not inconsistent with the Condominium Act and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration, as it may be amended from time to time, including but not limited to the following:

a. To make and collect Common Expenses against Members as necessary to defray costs, expenses and losses of the Condominium. Provided, however, the Association shall

not charge any fee against a Unit Owner for the use of Common Elements or Association Property unless such use is the subject of a lease between the Association and the Unit Owner.

- b. To use the proceeds of assessments in the exercise of its powers and duties.
- c. To undertake the maintenance, repair, replacement and operation of the Common Elements and Limited Common Elements.
- d. To purchase policies of insurance for the Common Elements and Limited Common Elements and for the protection of the Association and its Members, as provided in the Condominium Act.
- e. To construct improvements after casualty and for the improvement of the Condominium Property.
- f. To make and amend reasonable rules and regulations respecting the use of the Common Elements and Limited Common Elements and amend these Articles as provided in Article 9.
- g. To approve or disapprove the transfer, mortgage and ownership of Units as may be provided by the Declaration and the Bylaws of the Association ("Bylaws").
- h. To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles, the Bylaws and the rules and regulations for the use of the Condominium Property.
- i. To contract for the management of the Condominium where such management of the Condominium does not contravene the Declaration, the Condominium Act and the Florida General Corporation Act.
- j. To contract for the management or operation of portions of the Common Elements susceptible to separate management or operation.
- k. To employ personnel to perform the services required for the proper operation of the Condominium.
- l. To acquire, own, sell, encumber, and convey both real and personal property and otherwise whole property for the use and benefit of its members.
- m. To operate and maintain the surface water management system facilities.
- n. To sue and be sued.
- o. To contract per services.
- p. To take any other action necessary for the purpose for which the Association

is organized.

3. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the Members in accordance with the provisions of the Declaration and the Bylaws.

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

5. The Association shall have the duty to maintain official records as set forth in Florida Statutes Section 718.111(12).

ARTICLE 4 MEMBERS

1. The Members of the Association shall consist of all of the record owners with a present vested interest in a Unit in the Condominium; and after termination of the Condominium shall consist of those who are Members at the time of such termination and their successors and assigns.

2. Change of Membership in the Association shall be effected by recording in the Public Records of Charlotte County, Florida, a deed or other instrument establishing record title to a Unit in the Condominium and the delivery to the Association of a certified copy of such instrument. Upon recordation and delivery of such instrument, the Unit Owner designated therein shall become a Member of the Association and the Membership of the prior Unit Owner shall be terminated.

3. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

4. All Owners of each Unit shall collectively be entitled to one (1) vote ("Vote") at Membership meetings. If a Unit is owned by more than one person, then the person entitled to cast such Vote shall be determined as follows:

A Voting Certificate must be filed with the Secretary of the Association, in writing, signed under oath by all Unit Owners with a present vested interest in the Unit and shall state:

a. The respective percentage interest (as recorded in the Public Records of Charlotte County, Florida) of each of the Owners in the fee title of the Unit;

b. Which of the Owners will represent all of the Owners at Membership meetings and cast the Vote to which they are collectively entitled. The person so designated shall be known as the Voting Interest and shall be the only one of the Owners eligible to cast the Vote for that Unit at Membership meetings. The person designated as the Voting Interest may continue to cast the Vote for all of the Owners of the Unit until such time as another person is properly designated, in the manner set forth above, as the Voting Interest for the Unit.

ARTICLE 5
DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors ("Board") consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors. In the absence of such a determination, the Board shall consist of three (3) Directors. All Directors, other than those Directors appointed by the Developer, shall be Members of the Association. Provided, however, that after turnover, non-Members may serve as Directors upon amendment of the Bylaws to allow a non-Member to serve as a Director. Directors shall be elected annually by the Members at a meeting to be held the last Friday in March of each year as provided in the Bylaws and the Condominium Act. The qualification of the Directors is stated in the Bylaws.

2. The names and addresses of the Initial Board, who shall hold office until their successors are elected and have qualified, or unless removed for cause, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
VINCENZO LOMBARDI	c/o Kabar Group, L.L.C. 900 West Marion Avenue Punta Gorda, Florida 33950
ALFONSO ALBACETE	1625 North Commerce Parkway Suite 315 Weston, Florida 33326
CIRO MARTINEZ	1625 North Commerce Parkway Suite 315 Weston, Florida 33326

ARTICLE 6
OFFICERS

The affairs of the Association shall be administered by the Officers designated by the Bylaws. The Officers shall be elected by the Board at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board. The names and addresses of the Officers who shall serve until their successors are designated by the Board are as follows:

<u>OFFICERS</u>	<u>TITLE</u>	<u>ADDRESS</u>
VINCENZO LOMBARDI	President	c/o Kabar Group, L.L.C. 900 West Marion Avenue Punta Gorda, Florida 33950

ALFONSO ALBACETE	Secretary	1625 North Commerce Parkway Suite 315 Weston, Florida 33326
CIRO MARTINEZ	Treasurer	1625 North Commerce Parkway Suite 315 Weston, Florida 33326

ARTICLE 7 INDEMNIFICATION

Every Director, Officer and committee member of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees through all trial and appellate levels, reasonably incurred by or imposed in connection with any proceeding, arbitration, or settlement to which such person may be a party, or in which they may become involved, by reason of being or having been a Director, Officer or committee member of the Association. Notwithstanding the foregoing, in the event of a voluntary settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement. Notwithstanding anything contained herein to the contrary, in instances where the Director, Officer, or committee member admits or is adjudged guilty of willful misfeasance or nonfeasance in the performance of their duties, the indemnification provisions contained herein shall not apply. Otherwise, the foregoing right of indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which such Director, Officer or committee member may be entitled by common law or statute.

ARTICLE 8 BYLAWS

The Bylaws shall be adopted by the Board and may be altered, amended or rescinded by affirmative vote of not less than a majority of the Votes of the Membership, or as otherwise provided by the Bylaws.

ARTICLE 9 AMENDMENTS

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

1. Written notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered and such notice shall be delivered to each Member at least fourteen (14) days prior to the meeting.
2. A resolution for the adoption of a proposed amendment must be proposed by the Board. Directors shall be permitted to vote only if present at the meeting at which an amendment is considered. Amendments must be adopted by not less than two thirds (2/3) of the Board.
3. Provided, however, that no amendment shall make any changes in the qualifications

for Membership nor the Votes of Members, or any change to the proportion or percentage by which the Unit Owner of the parcel shares the Common Expenses and owns the Common Surplus or materially alter or modify the appurtenances to the Unit, without approval in writing by all Members and the joinder of all record owners of mortgages upon the Condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration. This provision shall not prevent amendments to the Declaration in the manner provided therein. An amendment shall not affect the Developer prior to turnover of Association control without Developer's written consent.

4. A copy of each amendment shall be certified by the Secretary of State and shall be recorded in the Public Records of Charlotte County, Florida.

ARTICLE 10
TERM

The term of the Association shall be perpetual; provided, however, that if the Association is dissolved, the control of right of access to the property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public entity and if not accepted, then the surface water management system facilities shall be conveyed to a non profit corporation similar to the Association.

ARTICLE 11
INCORPORATORS

The names and address of the Incorporator of these Articles of Incorporation is as follows:

<u>NAME</u>	<u>ADDRESS</u>
VINCENZO LOMBARDI	c/o Kabar Group, L.L.C. 900 West Marion Avenue Punta Gorda, Florida 33950

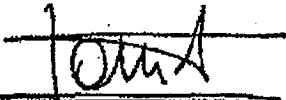
ARTICLE 12
REGISTERED AGENT

The name and address of the Registered Agent for service of process shall be:

VINCENZO LOMBARDI
c/o Kabar Group, L.L.C.
900 West Marion Avenue
Punta Gorda, Florida 33950

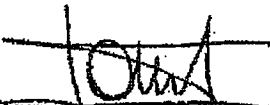
and he is hereby designated as registered agent.

31st day of March, 2006. IN WITNESS WHEREOF, the undersigned has executed this instrument this


VINCENZO LOMBARDI

ACCEPTANCE OF APPOINTMENT BY REGISTERED AGENT

HAVING BEEN NAMED as Registered Agent and to accept service of process for the above-stated Corporation at the place designated in this certificate, I hereby accept the appointment as Registered Agent and agree to act in that capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as Registered Agent.


VINCENZO LOMBARDI

FILED
06 APR -3 AM 10:07
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SCHEDULE "1"

ACAPULCO PLACE, A CONDOMINIUM

DECLARATION OF CONDOMINIUM FOR
ACAPULCO PLACE, A CONDOMINIUM

#1743
Equity Land
THIS INSTRUMENT PREPARED BY:
Leonard Lubart
Greenspoon Marder, P.A.
100 West Cypress Creek Road, Suite 700
Fort Lauderdale, Florida 33309

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
OR BOOK 3645, PGS 2193-2254 62 pg(s)
INSTR # 2086216
Doc Type CND, Recorded 04/06/2012 at 09:14 AM
Rec. Fee: \$528.50
Cashiered By: VICKIE Doc. #:2

DECLARATION OF CONDOMINIUM

ACAPULCO PLACE, A CONDOMINIUM

A Residential Condominium

ACAPULCO GARDEN CONDOS, LLC, a Delaware limited liability company, hereinafter referred to as "Developer" is the owner of a parcel of land in Charlotte County, Florida, more particularly described in Article IV of this Declaration of Condominium. Developer contemplates developing this land as a Condominium. The Condominium will consist of twelve (12) residential Units. NO TIME-SHARE ESTATES WILL BE CREATED WITH RESPECT TO UNITS IN THIS CONDOMINIUM.

I.

SUBMISSION STATEMENT

Developer hereby states and declares that it is the owner and holder of the fee simple title in and to the real property in Charlotte County, Florida, described in Article IV hereof entitled "Land". Developer will develop the Land pursuant to the provisions of Chapter 718, Florida Statutes (the "Condominium Act"). Developer hereby declares the real property described in Article IV to be Condominium Property, and does hereby submit the same to condominium ownership pursuant to the Condominium Act upon the terms, conditions, restrictions, reservations, and limitations hereinafter set forth. Except where variances permitted by law appear in this Declaration or in the attached Bylaws or in lawful amendments to either of them, the provisions of the Condominium Act as presently constituted, including the definitions therein contained, are adopted and included herein by express reference.

All restrictions, reservations, covenants, conditions and easements herein shall create covenants running with the land which shall be binding on the Developer, its successors and assigns forever.

II.

DEFINITIONS

(1) Articles of Incorporation or Articles means the document creating the not-for-profit Florida Corporation responsible for the operation of the Condominium.

(2) Assessment means a share of the funds which are required for the payment of Common Expenses, which from time to time is assessed against the Unit Owner.

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(3) Association means **ACAPULCO PLACE CONDOMINIUM ASSOCIATION, INC.**, a not-for-profit Florida corporation, and its successors, being the corporate entity responsible for the operation of the Condominium.

(4) Association Property means that property, real and 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.

(5) Board of Directors or Board means the representative body which is responsible for administration of the Association.

(6) Bylaws mean the Bylaws of the Association as they exist from time to time.

(7) Common Elements means the portions of the Condominium Property which are not included in the Units.

(8) Common Expenses means all expenses which are properly incurred by the Association for the Condominium.

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

(10) Condominium means **ACAPULCO PLACE, A CONDOMINIUM** which is created pursuant to the provisions of the Condominium Act, which is comprised of Units that may be owned by one or more persons, and in which there is, appurtenant to each Unit, an undivided share in Common Elements.

(11) Condominium Act means Florida Statutes Chapter 718.

(12) Condominium Parcel means a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.

(13) Condominium Plat means the survey, plot plan and graphic description of the Condominium.

(14) Condominium Property means the lands, leaseholds, and personal property that are subject to Condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

(15) Conspicuous Type means **bold** type in capital letters no small than the largest type, exclusive of headings, on the page on which it appears and, in all cases, at least 10-point type. Where conspicuous type is required, it must be separated on all sides from other type and print.

(16) County shall mean Charlotte County, Florida.

(17) Declaration or Declaration of Condominium means the instrument or instruments by which the Condominium is created, as they are from time to time amended.

(18) Developer means **ACAPULCO GARDEN CONDOS, LLC**, a Delaware limited liability company, which has created the Condominium and offer Condominium Parcels for sale or lease in the ordinary course of business.

- (19) Director means a member of the Board of Directors of the Association.
- (20) Limited Common Elements means those Common Elements which are reserved for the use of a certain Condominium Unit or Units to the exclusion of other Units, as specified in this Declaration of Condominium.
- (21) Member means all record Owners of a present vested interest in a Condominium Unit who automatically become members of the Association.
- (22) Officers mean the Directors who are elected as President, Vice-President, and Secretary-Treasurer by the Board of Directors to manage the affairs of the Association.
- (23) Operation or Operation of the Condominium includes the administration and management of the Condominium Property.
- (24) Residential condominium means a condominium consisting of condominium Units which are intended to use as a private temporary or permanent residence.
- (25) Special Assessment means any Assessment levied against Unit Owners other than the Assessment required by the annual budget.
- (26) Surface Water Management Systems Facilities means and includes but is not limited to all inlets, ditches, swales, culverts, water control structures, retention and detention areas and, if applicable, any ponds, lakes, flood plane compensation areas, wetlands and any associated buffer areas and wet land mitigation areas.
- (27) Time-share estate means any interest in a Unit under which the exclusive right of use, possession, or occupancy of the Unit circulates among the various purchasers of a time-share plan pursuant to Florida Statutes Chapter 721 on a recurring basis for a period of time.
- (28) Unit or Condominium Unit means a part of the Condominium Property which is subject to exclusive ownership. A Unit may consist of improvements, land, or land and improvements together, as specified in the Declaration.
- (29) Unit Owner or Owner of a Unit means a record Owner of legal title to a Condominium Parcel.
- (30) Vote is the ballot cast by the Voting Interest.
- (31) Voting Certificate means a document which designates one of the record title Owners, or the corporate, partnership, or entity representative, who is authorized to vote on behalf of a Unit that is owned by more than one Owner or by any entity.
- (32) Voting Interest means the person exercising the voting rights distributed to the Association members pursuant to Florida Statutes Section 718.104(4)(j).

III. NAME

The name by which this Condominium is to be known and identified is:

ACAPULCO PLACE, A CONDOMINIUM

IV.
LAND

The legal description of the real property submitted herewith to Condominium Ownership is as follows:

LOTS 12 AND 13, BLOCK 885, OF PUNTA GORDA ISLES, SECTION 21, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, AT PAGES 1A THRU 1Z21, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA

SUBJECT to restrictions, reservations, conditions, limitations and easements of record and applicable zoning and laws and regulations; without re-imposing any of the same, and also the provisions of this Declaration.

V.
IDENTIFICATION OF UNITS

A. Condominium Property. The Condominium Property consists of the land described in Article IV, all easements and rights appurtenant thereto, together with the building and other improvements constructed thereon, which includes the Units and Common Elements. In addition, the Condominium Property shall include as a Common Element, an interest in real or personal property acquired by the Condominium Association in accordance with the provisions of the Condominium Act. Each Unit, is part of the Condominium is subject to private ownership. The Developer will not provide personal property.

The principal improvements on the land described in Article IV consist of two (2) two-story buildings, each containing six (6) single-family residential Units. The ground floor of each building will contain two 2-bedroom, 2-bath Units containing approximately 1300 square feet and one 2-bedroom, 2-bath Unit containing approximately 1,282 square feet. The second floor of each building shall contain two 3-bedroom, 2-bath Units containing approximately 1,592 square feet and one 3-bedroom, 2-bath Unit containing approximately 1553 square feet.

The Units shall be identified as follows:

Building A: First Floor: Unit 111, Unit 112, Unit 113
Second Floor: Unit 121, Unit 122, Unit 123

Building B: First Floor: Unit 211, Unit 212, Unit 213
Second Floor: Unit 221, Unit 222, Unit 223

The recreational amenities shall include an in-ground concrete heated Swimming Pool and heated SPA approximately 28 feet long by 14 feet wide with an approximate depth from 3 feet to 6 feet.

B. Unit Boundaries. Each Unit shall include that part of the building containing the Unit, the boundaries of which are as follows:

1. Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

(a) Upper Boundary: The horizontal or sloped plane formed by the unfinished interior surface of the uppermost ceiling.

(b) Lower Boundary: The horizontal plane formed by the upper side of the lowest interior unfinished floor surface.

2. Perimetrical Boundaries: The perimetrical boundaries of the Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries.

(a) Exterior Building Walls: The intersecting vertical planes adjacent to and which include the interior unfinished surface of the outside walls of the building.

(b) Interior Building Walls: The interior boundaries of the Unit shall be the interior unfinished surface of each interior wall separating Units as shown on Exhibit "C".

3. Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors and garage doors, such boundaries shall be extended to include the interior unfinished surfaces of such apertures, including all framework thereof. Exterior surfaces made of glass or other transparent material, including screening, and all framings and casings therefore, shall be included in the boundaries of the Unit.

4. Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey in Exhibit "C" shall control in determining the boundaries of a Unit.

C. Condominium Parcel. Each Unit Owner shall have, as an appurtenance to such Owner's Unit, an undivided one-twelfth (1/12) interest in the Common Elements. The Common Elements and Limited Common Elements include the land and all other parts of the Condominium not in the Unit as more particularly described in Exhibit "C." Each Condominium Parcel also includes membership in the Association, with the full voting rights appertaining thereto as described in Article IX.D of this Declaration. Upon completion and recording in the Public Records of the County of the Declaration and the Condominium Plat, the Unit Owners shall automatically acquire the aforesaid share in the Common Elements and Limited Common Elements in the Condominium Parcel.

D. Common Elements. The following are Common Elements:

1. Landscaping. All lawns, landscaping, and sprinkler systems will be Common Elements.

2. Stairways; Landings; Entry Porches; Trash Area. The stairways, landings, trash area, and entry porches shall be Common Elements.

3. The Surface Water Management Facilities. The Surface Water Management Facilities shall be Common Elements.

4. Swimming Pool and SPA. The Swimming Pool and SPA shall be a Common Element.

5. Unnumbered Parking Spaces. Unnumbered parking spaces are Common Elements.

E. Limited Common Elements. The following are Limited Common Elements appurtenant to the Unit or Units served:

1. HVAC. Air-conditioning and heating equipment located outside the boundaries of a Unit shall be Limited Common Elements to the Unit which they serve.

2. Screened Lanais. Each Unit contains a screened lanai which lanai shall be a Limited Common Element to the Unit that it is attached to.

3. Numbered Garage Spaces. Each Unit shall have appurtenant to it, a numbered, one-car enclosed garage space. The enclosed garage spaces are designated with the same number as the Unit number to which they are appurtenant on Exhibit "C". The Developer shall at the time a Unit is initially conveyed assign such parking space as a Limited Common Element to the Unit conveyed by designating the same by number in the initial deed of conveyance.

4. Numbered, Non-Covered Parking Space. Each Unit shall have two numbered, non-covered parking spaces, one of which is directly in front of the numbered, enclosed garage space. The non-covered parking spaces are designated with the same number as the Unit numbers to which they are appurtenant on Exhibit "C". The Developer shall at the time a Unit is initially conveyed assign such parking space as a Limited Common Element or Elements to the Unit conveyed by designating the same by number in the initial deed of conveyance.

VI. SURFACE WATER MANAGEMENT

The Condominium Association will maintain the Surface Water Management System Facilities in the Condominium Property. Any personal property improvements to the Surface Water Management System Facilities shall be owned by the Association. The Association shall include in its annual budget an Assessment for the anticipated costs of maintaining the Surface Water Management System Facilities. No construction activities may be conducted relative to any portion of the Surface Water Management System Facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill; debris or other material or item; constructing or altering any water control structure, or any other construction to modify the Surface Water Management System Facilities. Operation maintenance and re-inspection reporting shall be performed in accordance with the terms and conditions of the environmental resource permit. Any amendment to this Declaration affecting the Surface Water Management System Facilities or the operation and maintenance of the Surface Water Management System Facilities shall have the prior written approval of the Southwest Florida Water Management District, which has the right to take enforcement measures, including civil action for injunction and/or penalties against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities.

If the association ceases to exist, all unit owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System Facilities in accordance with the requirements of the Environment Resource Permit (ERP), unless and until an alternate entity assumes responsibility.

In the event any on-site wet land mitigation is necessary which requires ongoing monitoring and maintenance, the Association shall allocate sufficient funds in its budget for monitoring and maintenance

of the wetland mitigation area(s) each year until the District determines that the area(s) is successful in accordance with the ERP.

VII.

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

A. Recording of Survey, Plot Plan and Graphic Description. There is recorded simultaneously herewith the Condominium Plat showing the Units, Limited Common Elements and Common Elements, their location and approximate dimensions in sufficient detail to identify them. Construction of the Condominium may not be substantially complete when this Declaration is recorded in the Public Records of Charlotte County, Florida, therefore, upon substantial completion of construction the Declaration shall be amended to include a certificate of a surveyor authorized to practice in the State of Florida stating that construction is substantially complete so that the material, together with the provisions of this Declaration describing the Condominium Property, is an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the Common Elements and Limited Common Elements of each Unit can be determined from such materials. A copy of the Condominium Plat is attached hereto and marked Exhibit "C".

B. Amendment of Common Element Boundaries. Except as provided herein, the boundaries of the Common Elements shall not be altered without amendment of the Declaration by approval of Unit Owners and Owners of mortgages in the manner elsewhere provided.

C. Easements. Easements are reserved throughout the Condominium Property as more particularly described in Article XXV of this Declaration of Condominium.

VIII.

UNDIVIDED SHARES IN THE COMMON ELEMENTS AND SHARE IN THE COMMON EXPENSES AND COMMON SURPLUS APPURTENANT TO EACH UNIT

A. Share in Common Elements. All Units shall have as an appurtenance thereto an undivided one-twelfth (1/12) share in the Common Elements.

B. Share of Common Expenses and Common Surplus. All Unit Owners shall be liable for a one-twelfth (1/12) share of the Common Expenses and each Unit Owner shall be entitled to receive the same proportionate share of the Common Surplus.

IX.

MANAGEMENT OF THE CONDOMINIUM

A. Powers of the Association. The Association shall have all the powers, rights and duties set forth in the Condominium Act, the Articles, this Declaration, the Bylaws and the Rules and Regulations enacted pursuant to the Bylaws. Copies of the Articles and Bylaws are attached hereto and made a part hereof as Exhibits "A" (Articles) and "B" (Bylaws).

B. Membership in Condominium Association. Each Unit Owner whether title to the Unit is acquired by purchase from the Developer, the Developer's grantee, successors, or assigns, or by gift, conveyance or by operation of law, is bound to and hereby agrees that to accept membership in the Association and does hereby agree to be bound by this Declaration, the Bylaws and the Rules and Regulations enacted pursuant to the Bylaws, the Condominium Act and lawful amendments thereto. Membership is automatic.

C. Ownership Subject to Matters of Record. Each Unit Owner shall accept ownership of such Owner's Condominium Parcel subject to restrictions, easements, reservations, conditions and limitations now of record and affecting the Condominium Property.

D. Voting Rights. All Unit Owners shall collectively be entitled to one (1) Vote per each Unit. If a Unit is owned by more than one (1) person, then the person entitled to cast such Vote shall be determined by filing a Voting Certificate, signed under oath by all Unit Owners with a present vested interest in the Unit, with the Secretary of the Association. Said Voting Certificate shall state:

1. Ownership Interest. The respective percentage interest (as recorded in the Public Records of the County of each of the Unit Owners.

2. Voting Interest. The Unit Owners shall determine which one of the Unit Owners will represent all of the Unit Owners at Membership meetings and cast the Vote to which they are collectively entitled. The person so designated shall be known as the Voting Interest and shall be the only one of the Unit Owners eligible to cast the Vote for said Unit at Membership meetings. The Voting Interest may continue to cast the Vote for all of the Owners of the Unit until such time as another person is designated as the Voting Interest for the Unit. Voting by proxy may be permitted in accordance with Florida Statutes, the Articles and the Bylaws now in existence or hereafter amended.

E. Unit Owned by One Owner. When a Unit is owned by one person, then he or she shall have the Vote for that Unit. No Voting Certificate shall be required.

F. Unit Owned by Corporation and Limited Liability Company. When a Unit is owned by a corporation or a limited liability company, the corporation president or vice president or all of the managers of the limited liability company shall execute the Voting Certificate designating which corporate officer shall be the Voting Interest. In the absence of a Voting Certificate, the President, or any Manager of a limited liability company shall be deemed the Voting Interest.

G. Unit Owned by General or Limited Partnership. When a Unit is owned by a general partnership, the Voting Interest shall be determined by filing a Voting Certificate signed by all of the general partners; and when a Unit is owned by a limited partnership, the Voting Interest shall be determined by filing a Voting Certificate signed by all of the general partners.

H. Unit Owned by a Trust. When a Unit is owned by a trust, the Voting Interest shall be determined by filing a Voting Certificate signed by all of the trustees of the trust.

I. Number of Votes. The number of Votes shall equal the number of Units so that there shall be twelve (12) votes. An individual with an interest in more than one (1) Unit may be designated as having the Voting Interest for each such Unit.

J. Board. All the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors consisting of the number of Directors to be determined by the Bylaws, but not less than three (3) Directors, who are all to be elected annually by the Voting Interests.

K. Duties of Condominium Association. It shall be the duty of the Association to provide, through its agents and employees, for the administration, operation, maintenance, repair and replacement of the Common Elements, and to make reasonable uniform Rules and Regulations from time to time, as well as to perform all other duties expressly or impliedly set forth herein.

L. Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Condominium Property to be maintained and repaired by the Association, or caused by the elements, third parties or Unit Owners.

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

N. Association's Right to Purchase Land, Recreation Lease and Units. The Association has the power to purchase any land or recreation lease upon approval of not less than a majority of the Votes of the Voting Interests. The Association has the power to purchase Units in the Condominium and to acquire and hold, lease, mortgage, and convey them upon approval of not less than a majority of the Votes of the Voting Interests; provided, however, that the Board of Directors may elect to purchase a Unit at a foreclosure sale resulting from the Association's foreclosure of its lien for unpaid Assessments, or to take title by deed in lieu of foreclosure, without Membership approval.

O. Association's Right to Borrow Money. The Association has the power to borrow money and pledge or mortgage Association real or personal Property and intangibles, including future assessments, upon approval of not less than a majority of the Votes of the Voting Interests.

X.

AMENDMENT TO CONDOMINIUM DECLARATION

A. Procedure for Amendment. Except as otherwise provided, this Declaration may be amended in the following manner:

1. Notice. Notice in writing of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. The format of the notice shall conform to Florida Statutes Section 718.110.

2. Proposals to Amend. A resolution for the adoption of a proposed amendment may be proposed by at least two-thirds (2/3) of the Board of Directors at any regular or special meeting of the Board of Directors, or by not less than one-fourth (1/4) of the Votes of the Voting Interests.

3. Adoption. The proposed Amendment shall be adopted upon approval of not less than three-fourths (3/4) of the Votes of the Voting Interests.

4. Amendments by Developer. As long as the Developer is entitled to elect not less than a majority of the Board of Directors, and subject to the proviso in Paragraph B of this Article, an amendment to this Declaration may be approved by a two-thirds (2/3) vote of the Board of Directors. Such amendment must be in writing in the format required by the Condominium Act and recorded. The amendment need not be accompanied by a certificate of the Association.

B. Proviso. No amendment shall discriminate against any Unit Owners or against any Unit or class or group of Units, unless the Unit Owners so affected shall consent. No amendment shall change the configuration or size of any Unit in any material fashion or modify the appurtenances to a Unit nor the share in the Common Elements appurtenant to it, nor increase the Unit Owner's share of the Common Expenses or common surplus, nor permit a timeshare estate to be created unless the Unit Owner of the Unit concerned, all record owners of mortgages on all Units in the Condominium and all other Unit

Owners shall join in the execution of the amendment. Neither shall an amendment make any changes in Article XX.C unless the record owners of all mortgages upon the Condominium shall join in the execution of the amendment.

C. Method of Amendment. No provision of the Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of the Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added and deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision ____ for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

D. Correcting Errors or Omissions. If there is an omission or error in the Declaration, or in other documents required by law to establish the Condominium, the Association may correct the error or omission by an amendment to the Declaration, or the other documents required to create the Condominium, by a majority of the Votes of the Voting Interests. The amendment is effective when passed and approved and a certificate of the amendment is executed and recorded as provided in Florida Statutes Section 718.110. This procedure for amendment cannot be used if such an amendment would materially or adversely affect property rights of any Unit Owner, unless the affected Unit Owner consents in writing. This subparagraph does not restrict the powers of the Association to otherwise amend the Declaration, Articles, Bylaws or Rules and Regulations enacted pursuant to the Bylaws, but authorizes a simple process of amendment requiring a lesser vote for the purpose of curing defects, errors, or omissions when the property rights of Unit Owners are not materially or adversely affected.

E. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the Officers with the formalities of a deed. Amendments shall become effective when recorded in the Public Records of the County.

F. Directors and Members Voting Rights. Directors shall be permitted to vote only if present at the meeting at which an amendment is considered, and Voting Interests may cast their Vote either in person or by limited proxy at any meeting of the Members at which an amendment is considered.

G. Bylaws. The Operation of the Condominium shall be governed by the Bylaws. The Bylaws may be amended in the manner set forth therein.

XI. PURPOSE AND USE RESTRICTIONS

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

A. Use of Units. Each of the Units shall be occupied only as a single-family residential dwelling. No Unit may be divided or subdivided into a smaller Unit. Temporary occupants are permitted so long as they do not create an unreasonable source of noise or annoyance to the other occupants of the Condominium. Temporary occupancy is defined as not more than thirty (30) consecutive days nor more

than ninety (90) days in a single calendar year. Nothing herein shall be construed to prevent a Unit Owner from placing more restrictive occupancy requirements as a condition for a lease of a Unit.

B. Children. Children shall be permitted as permanent occupants of a Unit in the Condominium.

C. Pets. Only dogs and cats may be maintained on the Condominium Property, and no Unit Owner may maintain more than two (2) pets at any one time. The Board of Directors has the right, from time to time, to adopt additional rules and regulations governing pets within the Condominium. Such rules shall be based upon the Board's determination of whether pets create a nuisance on and about the Condominium Property. Notwithstanding the foregoing, no Owner shall be permitted to maintain in its Unit a bull terrier (pit bull or pit bull mix) or any other dog or dogs of mean or of a violent temperament or otherwise evidencing such temperament. Each Owner, by acquiring a Unit, agrees to indemnify the Seller, the Association and the Board and hold them harmless against any loss or liability resulting from said Owner's, its family members' or lessee's ownership of a pet. If a dog or any other animal becomes obnoxious to other Owners by barking or otherwise, the Owner shall remedy the problem or, upon written notice from the Association, the Owner may be required to permanently remove the pet from the Condominium.

D. Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used for the furnishing of services and facilities for which they are reasonably intended, for the enjoyment of the Unit Owners, and subject to such Rules and Regulations as may be adopted by the Board of Directors.

E. Alterations. No Unit Owner shall make, allow or cause to be made, any structural addition or alteration of his Unit or the Common Elements or Limited Common Elements without the prior written consent of the Association, except as otherwise specifically provided for in this Declaration.

F. Nuisances. No nuisances shall be allowed upon the Condominium Property or within a Unit, nor any use or practice that is the source of annoyance to occupants or which interferes with the peaceful possession and proper use of the Condominium Property by occupants. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property without the prior written approval of the Board of Directors.

G. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

H. Safety. A Unit Owner or occupant shall not do anything within a Unit or on the Common Elements which would adversely affect the safety or soundness of the Common Elements or any portion of the Association Property or Condominium Property which is to be maintained by the Association. No flammable products shall be stored in any Unit or upon the Common Elements or Limited Common Elements.

I. Leasing of Units. Entire Units may be leased, provided that no lease shall be for a period of less than thirty (30) days, subject to the approval of the Association as provided in Article XII, provided the occupancy is only by the tenant and the tenant's family. No subletting shall be allowed, except upon approval of the Board, which consent shall not be unreasonably withheld. A lease of any Unit shall not release or discharge the Unit Owner thereof from compliance with any of such Unit Owner's obligations and duties as a Unit Owner, and the Unit Owner shall be liable jointly and severally

with Unit Owner's tenant for any violation of the Declaration, Articles, Bylaws and Rules and Regulations. All of the provisions of this Declaration, the Articles and Bylaws and Rules and Regulations pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as against a Unit Owner. A covenant upon the part of each such tenant to abide by the terms and provisions of this Declaration, the Articles and Bylaws, and Rules and Regulations, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of any such covenant shall be an essential element of any lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not. When a Unit is leased, the tenant shall have all use rights in the Association property and the common elements otherwise available for use by the Unit Owners and the Unit Owner shall not have such rights except as a guest.

J. Guests. The Owner of the Unit shall be liable for the conduct of a Unit Owner's guest while upon the Condominium Property.

K. Rules and Regulations. Reasonable Rules and Regulations concerning the use of the Common Elements and Limited Common Elements may be made and amended from time to time by the Board of Directors; copies of such Rules and Regulations and amendments thereto shall be furnished by the Association to all Unit Owners and tenants. Any rule or regulation so adopted may be rescinded, amended or altered pursuant to the Bylaws.

L. Exterior Appearance/Displays. No Unit Owner shall decorate or alter any part of such Owner's Unit so as to affect the exterior appearance of the Unit without the prior written approval of the Board of Directors. No outside signal receiving or sending antennas, dishes or devices are permitted. The foregoing shall not prohibit any antenna or signal receiving dish owned by the Association which services the entire Condominium Property. Nothing shall be hung, displayed or placed on the exterior walls, doors or windows of the Unit visible from the exterior without the prior written consent of the Board of Directors; provided that any Unit Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veteran's Day, may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corp, or Coast Guard, regardless of any declaration, rules, or requirements dealing with flags or decorations.

M. Outside Storage of Personal Property. The personal property of any Unit Owner shall be kept inside the Unit, and no personal property may be stored on the exterior of any Unit or on the Common Elements or Limited Common Elements.

N. Vehicles/Boats. Only automobiles, vans, small pick-up trucks, and other vehicles manufactured and used as private passenger vehicles are permitted on the Condominium Property. Notwithstanding the foregoing, automobiles owned by governmental law enforcement agencies are expressly permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making deliveries to or from, or while used in connection with providing services to the Condominium Property. All vehicles shall be parked within the Unit Owner's garage or upon the driveway servicing such Unit. No vehicle which is unlicensed or which cannot operate on its own power shall remain within the Condominium Property for more than 24 hours, and no repairs or servicing of any vehicle shall be made on the Condominium Property. Motorcycles are not permitted except with the prior written consent of the Association, which may be withdrawn at any time, and any permitted motorcycle must be equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the occupants of the Condominium Property. Boats may only be kept completely within a garage.

O. Air Conditioning Units. Only central air conditioning Units are permitted, and no window, wall or portable air conditioning Units are permitted.

P. Garbage and Trash. Garbage, trash, refuse or rubbish that is required to be placed in the front of any Condominium in order to be collected may be placed and kept at the front of the Unit on the day of the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in trash facilities provided by the Association. All trash facilities shall be stored inside a Unit and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

Q. Wells. Wells are prohibited upon the Condominium Property for irrigation, domestic water use or any other purpose unless authorized by the Board of Directors.

XII. SALES, LEASES AND OTHER TRANSFERS

In order to assure a community of congenial residents and thus protect the value of the Units, the sale or lease of Units shall be subject to the following provisions which shall be covenants running with the land so long as the Condominium Property shall be subject to the Condominium form of ownership under the laws of the State of Florida.

A. Sales, Lease or Transfer. Prior to the sale, lease or transfer of any interest in a Unit to any person other than the transferor's spouse, the Unit Owners shall notify the Board of Directors in writing the name and address of the person or entity to whom the proposed sale, lease or transfer is to be made, and such other information as may be required by the Board of Directors. If the transferee is not a natural person, the notice shall include the names and addresses of the persons who will occupy the Unit. The transferee shall provide the Association with a copy of the recorded deed after the transfer.

The Association may require that a prospective Lessee place a security deposit, in an amount not to exceed the equivalent of one month's rent, into a non-interest bearing escrow account maintained by the Association. The security deposit shall protect against damage to the Common Elements or Association Property. Claims against the deposit, refunds and disputes shall be handled as provided in Part II of Chapter 83 of the Florida Statutes.

B. Assessment Status. Within fifteen (15) days after request by a Unit Owner or Unit mortgagee, the Association shall provide a certificate stating all assessments and other monies owed to the Association by the Unit Owner with respect to the Condominium Parcel. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

C. Heirs and Devisees of Deceased Unit Owners.

(i) Title to Spouse, Family Members and Unit Owners. If the Owner of a Unit should die and as a result of such death the title to the Unit of such deceased Owner shall pass to any person other than a co-owner of the Unit, such person shall within sixty (60) days of such person or persons taking title, occupancy or possession of the Unit advise the Association regarding his intention of residing in the Unit and of his or their current address. He or she shall also furnish the Association such other information as the Association may reasonably request.

(ii) Amounts Due Association. Nothing in this Article shall be deemed to reduce, forgive, or abate any amounts due the Association from the Unit Owner at the time of his death, nor the

assessments attributable to the Unit becoming due after the Unit Owner's death, all of which shall be fully due and payable as if the Unit Owner had not died.

XIII. ASSESSMENTS

A. Power of Association. The Association, through its Board of Directors, shall have the power to make and collect such Assessments and Special Assessments as allowed by the Condominium Act, this Declaration or the Bylaws.

B. Board Adopts Budget. The Board of Directors shall adopt the annual budget at least forty-five (45) days before the end of each fiscal year. The budget shall project anticipated income and estimated expenses. Common Expenses shall include but shall not be limited to, costs and expenses of operation, maintenance and management; insurance premiums for fire, windstorm, and flood, as required by the Condominium Act; premiums for public liability insurance; legal and accounting fees; management fees; operating expenses of the Association; maintenance, repairs and replacement of the Common Elements, except for emergency repairs or replacements deemed necessary to protect the Common Elements and properly chargeable to a Unit; security provisions; charges for utility used for Common Elements; water and sewer for the Condominium Property; cleaning and janitorial service for the Common Elements; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against the Unit Owners or others; the creation of reasonable contingency or reserve requirements for the protection of the Unit Owners, and the Condominium Property (e.g., reserves for replacements, capital expenditures, deferred maintenance, operating reserve to cover deficiencies in collections); and all other expenses designated as Common Expenses by the Condominium Act, this Declaration, the Articles or Bylaws. In addition, if the Association maintains Limited Common Elements with the cost to be shared only by those entitled to use the Limited Common Elements, the budget or a schedule attached to the budget shall show amounts budgeted for the Limited Common Elements.

C. Levy of Assessment. After adoption of a budget and determination of the annual Assessment per Unit, the Association shall assess such sum by promptly notifying all Unit Owners by delivering or mailing notice thereof to the Unit Owner at such Unit Owner's address as shown by the books and records of the Association. Each Unit's pro rata share of the annual Assessment shall be due and payable monthly in advance to the Association, regardless of whether Unit Owners are sent or actually receive written notice thereof. In addition, the Association shall have the power to levy equal Special Assessments against each Unit if necessary to cover the Common Expenses.

D. Special Assessments. Should the Association, through its Board of Directors, at any time determine that the Assessments made are not sufficient to pay the Common Expenses, or in the event of emergencies, the Board of Directors shall have the authority to levy and collect Special Assessments to meet such needs of the Association. The specific purpose or purposes of any Special Assessment shall be set forth in a written notice of such Special Assessment sent or delivered to each Unit Owner. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice. Any excess funds shall be considered as Common Surplus and either be returned to the Unit Owners or applied as a credit towards future Assessments. However, upon completion of such specific purpose or purposes, any excess funds shall be considered Common Surplus.

E. Owners Responsibility for Payment. The record Owners of each Unit shall be personally liable, jointly and severally, to the Association for the payment of all Assessments and Special Assessments made by the Association and for all costs for collecting delinquent Assessments and/or Special Assessments. All Assessment and Special Assessment installments not paid when due shall bear interest at the maximum interest rate that is allowed by law. In the event Assessments and Special

Assessments against a Unit are not paid within thirty (30) days after their due date, the Association shall have the right to take any and all of the following actions:

1. Administrative Late Fee. Charge an administrative late fee in the amount not more than maximum permitted under the Condominium Act, for each installment of the Assessment and/or Special Assessment that the payment is late.

2. Foreclose Lien. The Association may record and foreclose a lien in the manner set forth in the Condominium Act and in Article XIV of this Declaration.

3. Sue for Money Judgment. The Association may bring an action to recover a money judgment for unpaid Assessments and/or Special Assessments, interest, late charges, and the Association's reasonable attorney's fees.

F. No Common Element Fees. The Association shall not charge any fee against a Unit Owner for the use of Common Elements or Association Property unless such use is the subject of a lease between the Association and the Unit Owner.

G. No Avoidance of Assessments. The liability for an Assessment or Special Assessment may not be avoided by waiver of the use or enjoyment of any Common Element, or by abandonment of the Unit for which the Assessments are made.

XIV. LIEN OF THE ASSOCIATION

A. Association Liens. The Association shall have a lien on each Condominium Parcel for any unpaid dues, Assessments, Special Assessments, late charges, and interest thereon against the Unit Owner of such Condominium Parcel. Said lien shall also secure reasonable attorney's fees incurred by the Association incident to collection of such Assessment and/or Special Assessment or enforcement of such lien. The lien shall be recorded in the Public Records of the County, and shall contain a description of the Condominium Parcel, the name of the Unit Owner(s) shown in the public records, the name and address of the Association, the amount due and the due dates. The lien shall be effective from and shall relate back to the date of recording this Declaration. As to first mortgages of record, the lien is effective from and after recording of the claim of lien. The lien shall continue in effect until all sums secured by the lien shall have been fully paid or barred by law. Such claims of liens shall include only Assessments and Special Assessments which are due and payable when the claim of lien is recorded. Such claims of lien shall be signed and verified by an officer or agent of the Association and shall then be entitled to be recorded. Upon full payment the party making payment shall then be entitled to a recordable satisfaction of the lien.

B. Lien Duration and Enforcement. No such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid Assessments and/or Special Assessments, interest, costs, and attorney's fees, which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. Interest on any Assessments and Special Assessments and installments not paid when due will accrue at the maximum rate allowed by law.

C. Liability for Assessments. All such liens shall be subordinate to the lien of an Institutional Mortgagee holding a first mortgage recorded prior to the time of recording of the claim of lien except as stated herein. A Unit Owner, regardless of how such Unit Owner's title has been acquired, including a purchaser at a judicial sale, is liable for all Assessments and Special Assessments which come due after title

is acquired. The current Unit Owner is jointly and severally liable with the prior Unit Owner for all unpaid Assessments and Special Assessments against the prior Unit Owner for his share of the Common Expenses up to the time of transfer of title, without prejudice to any right the current Unit Owner may have to recover from the prior Unit Owner the amounts paid by the current Unit Owner.

1. First Mortgagee Liability for Assessments. A first mortgagee who acquires title to the Condominium Parcel by foreclosure or by deed in lieu of foreclosure is liable for the unpaid Assessments and Special Assessments that became due prior to the mortgagee's receipt of the deed. However, the mortgagee's liability is limited to the lesser of:

(a) The Condominium Parcel's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

(b) One percent (1%) of the original mortgage debt. The provisions of this subparagraph shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action.

(c) Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the first mortgagee.

D. Purchasers Obligation to Pay Assessment. Except as to first mortgagees, a Unit Owner acquiring title to a Condominium Parcel shall pay any Assessments, Special Assessments, late fees, interest, costs and attorney's fees owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount of Assessments, Special Assessments, late fees, interest, costs and attorney's fees when due shall entitle the Association to record a claim of lien against the Condominium Parcel and proceed in the same manner as provided in this Article.

E. Assessment Certificate. Any person purchasing or encumbering a Unit shall have the right to rely upon any statement made in writing by an Officer of the Association regarding Assessments and Special Assessments against Units which have already been made or which are due and payable to the Association. The Association shall provide a certificate stating all Assessments, Special Assessments and other monies owed to the Association by the Unit Owner. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

XV. TAXATION

Whenever taxes or governmental assessments are assessed against the Condominium Property, instead of against each Condominium Parcel, such assessments shall be treated as a Common Expense, in accordance with the provisions of Article XIII.

XVI. MAINTENANCE AND REPAIR

A. Unit Owners Responsibility for Maintenance and Repair. The Unit Owner is responsible to maintain, repair and replace all air-conditioning and heating equipment serving such Unit whether located within or outside the Unit and each Unit Owner shall maintain the interior of his or her garage space. Each Unit Owner, at such Owner's expense, shall maintain, repair, replace and be responsible for the maintenance of his Unit, its equipment and fixtures including but not limited to painting, replastering,

sealing and polishing of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary lines of the Unit including the interior surface of entry doors and garage doors and must promptly correct any condition which would, if left uncorrected, cause any damage to another Unit or the Common Elements, and shall be responsible for any damages caused by his non-action. Each Unit Owner shall at such Unit Owner's expense maintain and replace when necessary all screening within a Unit or the lanai attached to the Unit, and all glass in windows and doors in the perimeter walls of a Unit. All work shall be done without disturbing other Unit Owners. Provided, however, that no Unit Owner may change the exterior appearance of a Unit without prior Association approval in writing. The Unit Owner shall promptly report to the Association any defect or need for repairs for which the Association is responsible.

B. Association Responsibility for Maintenance and Repair. The Association shall be responsible for the maintenance, repair and operation of the Common Elements, and those portions of the Limited Common Elements which are not the Owner's responsibility, including, but not limited to those portions of a Unit, except interior surfaces, contributing to the support of the Unit, load bearing columns and load bearing walls, driveways and roofs. The painting, decorating or changing of any portion of the walls not part of the Unit and all conduits, ducts, plumbing, piping, wiring and other facilities for the furnishing of utility service contained within a Unit that service part or parts of the Condominium other than the Unit shall be the responsibility of the Association, and not the individual Unit Owner. The Association shall have all powers necessary to discharge these responsibilities, and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Declaration and the Bylaws.

C. Enforcement of Maintenance Against Association by Specific Performance. The maintenance and operation of the Common Elements shall be the responsibility of the Association and shall be a Common Expense. In the event the Association fails to maintain the Common Elements in accordance with its obligations hereunder, any Unit Owner shall have the right to seek specific performance in a court of equity to compel the Association to do so.

D. Enforcement of Maintenance Against Unit Owner by Specific Performance. In the event a Unit Owner fails to maintain such Owner's Unit or those portions of the Limited Common Elements which are such Owner's responsibility, or makes any additions or alterations to Common Elements without written consent, the Association or any Unit Owner shall have the right to proceed in a court of equity to seek compliance with the provisions hereof; provided that a Unit Owner does not have authority to act for the Association by reason of being a Unit Owner.

E. Enforcement by Association or Unit Owners in Court of Law. The Board of Directors or any Unit owner shall have the right to maintain an action because of the failure of a Unit Owner or the Association to comply with the terms of the Declaration, Articles, the Bylaws, or the Rules and Regulations; as they may be amended from time to time. In such an action, the prevailing party shall be entitled to recover the costs of the proceeding together with reasonable attorneys' fees.

F. Failure to Enforce Not a Waiver. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles, the Bylaws, or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

XVII.
ALTERATION OF COMMON ELEMENTS

A. Procedure for Approval of Alterations or Improvements. No Unit Owner or the Board shall make or cause to be made substantial and material alterations, improvements or additions to the Common Elements, except in accordance with the following provisions:

1. A special meeting of Members shall be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than fourteen (14) days written notice.

2. Three-fourths (3/4) of the Votes of the Voting Interests must be cast in favor of the proposal at the special meeting. Votes may be cast in person or by proxy.

3. If approved, each Unit Owner shall be assessed his proportionate cost of such alteration, improvement or addition based upon that Unit Owner's share of the Common Elements.

XVIII.
WAIVER OF PARTITION

By holding title in a Unit, the Developer and each subsequent Unit Owner waives the right to partition any interest in the Common Elements under the laws of the State of Florida as they exist now or as amended until this Condominium is terminated pursuant to the Declaration or by law. Any Unit Owner may freely convey an interest in a Unit together with an undivided interest in the Common Elements subject to the provisions of this Declaration.

XIX.
LIABILITY INSURANCE, LIMITATION OF LIABILITY AND OTHER INSURANCE

A. Liability Insurance. The Board of Directors shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the Common Elements. Each individual Unit Owner shall be responsible for the purchasing of liability insurance for accidents occurring in such Owner's Unit or for which such Unit Owner may be liable. In accordance with the provisions of the Condominium Act, the liability of a Unit Owner for Common Expenses shall be limited to amounts for which such Unit Owner is assessed from time to time in accordance with the Condominium Act, this Declaration and the Bylaws. The Unit Owner may be personally liable for the acts or omissions of the Association in relation to the use of the Common Elements, but only to the extent of such Unit Owner's share in the Common Elements. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners, and they shall have the right to intervene and defend. A Unit Owner shall be liable for injuries or damages resulting from an accident in such Unit Owner's own Unit to the same extent and degree that the owner of a residence in the County would be liable for an accident occurring therein.

B. Additional Insurance. In addition, the Board of Directors shall use its best efforts to maintain adequate insurance for Workers Compensation, if applicable, and fidelity insurance as required by the Condominium Act for persons who control or disburse Association funds. The Board of Directors may also obtain such other insurance, as the Board determines to be desirable.

XX.
**PROVISIONS FOR CASUALTY INSURANCE, PAYMENT OF PROCEEDS,
RECONSTRUCTION**

A. Purchase of Insurance. The Board of Directors shall obtain and maintain adequate insurance to protect the Association, the Association Property, the Common Elements and the Condominium Property required to be insured by the Association pursuant to Florida Statutes Section 718.111(11)(b). For purposes hereof, "adequate insurance" means "replacement cost" if available subject to any reasonable deductibles as determined by the Board of Directors.

B. Insured and Loss Payable. All casualty insurance policies purchased by the Association hereunder shall be for both the benefit of the Association and all Unit Owners and their mortgagees, as their respective interest may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Board of Directors who shall act as the insurance trustee and it shall be the duty of the Board of Directors acting as insurance trustee to receive such proceeds as are paid to them and to hold the same in trust pursuant to the terms of this Declaration.

C. Reconstruction or Repair after Casualty. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. Common Element. If the damaged Condominium Property is a Common Element or Limited Common Element, it shall be reconstructed or repaired, unless it is determined that the Condominium should be terminated as provided in Article XXIII of this Declaration.

2. Units.

(a) Lesser Damage. If the damaged Condominium Property is a Unit, and if at least fifty percent (50%) of the Units in the Condominium are found by the Board of Directors to be tenantable, the Unit shall be reconstructed or repaired, unless it is determined that the Condominium should be terminated as provided in Article XXIII of this Declaration.

(b) Major Damage. If more than fifty percent (50%) of the Units in the Condominium are found by the Board of Directors not to be tenantable, then the Units will not be reconstructed or repaired and the Condominium will be terminated as elsewhere provided, unless the Voting Interests of at least seventy-five percent (75%) of the Voting Interests agree in writing to such reconstruction or repair.

(c) Reconstruction. Any reconstruction or repair must be (i) substantially in accordance with the plans and specifications for the damaged building immediately before the casualty, or (ii) according to plans and specifications approved by the Board of Directors and by at least seventy-five percent (75%) of the Voting Interests.

(d) Responsibility. If the damage is only to a portion of one (1) Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the costs to rebuild or repair.

(e) Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction or repair, the funds for the payment of the costs thereof are insufficient, Assessments shall be made against the Unit Owners who own the damaged Units and against all Unit Owners in the case of damage to the Common Elements, in amounts sufficient to provide funds for the payment of such costs. Such Assessments against Unit Owners for damage tot Units shall be in proportion to the cost of reconstruction and repair of their Units, and Assessments on account of damage to Common Elements shall be in proportion to the Owner's share in the Common Elements.

3. Disbursement of Funds. The funds for payment of costs for reconstruction and repair after casualty, which consist of funds collected by the Association from Assessments and/or Special Assessments against the Unit Owners, shall be disbursed in the following manner:

(a) By the Association. The funds shall be held by the Association and disbursed by it in payment of those costs of reconstruction and repair that are the responsibility of the Association in the manner required by the Board of Directors. The Directors may hire an architect qualified to practice in the State of Florida to supervise the work and approve disbursements.

(b) Unit Owner Repairs. Any portion of the fund representing damages for which the responsibility of reconstruction and repair lies solely with a Unit Owner shall be paid by the Association to the Unit Owner, or if there is a mortgagee endorsement in the Unit Owner's insurance policy, then to the Unit Owner and the mortgagee jointly.

(c) Surplus. If it is determined as provided under this Article that the damaged Condominium Property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial Owners as provided in subparagraph B and distributed to each Unit Owner by check made payable jointly to the Unit Owner and his respective mortgagee, if any. If after reconstruction or repair there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners by check made payable to the Unit Owner and such Owner's respective mortgagee, if any; except that if the Unit Owner has been assessed as provided in subparagraph C.2.(e) above, the mortgagee shall only be entitled to that portion of the distribution after deducting the Unit Owner's Assessment, presuming that the first monies disbursed in payment of costs of reconstruction and repair are from insurance proceeds.

XXI. MORTGAGES

A Unit Owner who mortgages a Condominium Parcel must notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a register which shall, among other things, contain the names of all of the Unit Owners and the names of the mortgagees holding mortgages on their Condominium Parcels. The failure to notify the Association of the existence of a mortgage shall in no way impair the validity of the mortgage. The Association shall, at the request of a mortgagee, report any unpaid Assessments and/or Special Assessments due from the Unit Owner.

XXII. DEVELOPER'S UNITS, RIGHTS AND PRIVILEGES

A. Developer Sales. The Developer reserves and has the right to sell Units and Condominium Parcels to any purchaser approved by it, subject, however, to the provisions of this Declaration. The Developer shall have the right to transact any business necessary to consummate the

sale of Units, including but not limited to the right to maintain models, advertise on the Condominium, and use the Common Elements. In the event there are unsold Condominium Parcels, the Developer retains the right to ownership thereof under the same terms and obligations as other Owners of Condominium Parcels. This Article shall not be amended without the written consent of the Developer so long as the Developer holds any Units for sale in the ordinary course of business. If the provisions of this Article conflict with any other Article, then this Article shall govern.

XXIII. SEPARABILITY OF PROVISION

Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration, the Articles, the Bylaws or the Condominium Act, shall in no way affect the remaining part or parts hereof which are unaffected by such invalidation, and the same shall remain effective.

XXIV TERMINATION

This Condominium shall be terminated under the conditions described in Article XX.C.2.(b) of this Declaration and may be terminated in accordance with the provisions of Florida Statutes Section 718.117 except that such termination shall require the consent of seventy-five percent (75%) of the Voting Interests and all of the holders of recorded liens affecting any of the Condominium Parcels. Upon termination, the undivided share of the Common Elements owned in common by each Unit Owner shall be one-twelfth (1/12).

XXV EASEMENTS

A. Covenant Running with Land. Each of the following easements is a covenant running with the land included in the Condominium Property and shall survive the termination of the Condominium.

B. Utilities, Drainage. Easements are reserved under, through and over the Condominium Property as may be required for utility, cable television, communications and security service and drainage in order to adequately serve the Condominium.

C. Pedestrian and Vehicular Traffic. Non-exclusive easements shall exist for pedestrian and vehicular traffic over, through and across sidewalks, paths, walks, roads, driveways, stairways, streets and other portions of the Common Elements as may be from time to time intended and designated for such purposes and uses and such easements shall be for the use and benefit of the Unit Owners within this Condominium, including their guests, licensees or invitees; provided, however, nothing herein shall be construed to give or create in any person the right to park any vehicle upon any portion of the Condominium Property except an area specifically designated and assigned for such purposes.

D. Easement for Unintentional and Non-Negligent Encroachments. If a Unit shall encroach upon any Common Element, Limited Common Element, or upon any other Unit, by reason of original construction or by the non-negligent or non-purposeful act of the Developer, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any Common Element or Limited Common Element shall encroach upon any Unit by reason of original construction or the non-purposeful or non-negligent act of the Association or the Developer, then an easement appurtenant to such Common Element, Limited Common Element, or to the extent of such encroachment, shall exist so long as such encroachment shall exist.

E. Support. Every portion of a Unit contributing to the support of a Condominium building or an adjacent Unit shall be burdened with an easement of support for the benefit of all other Units and Common Elements in the building.

F. Perpetual Non-Exclusive Easement in Common Elements. The Common Elements (other than the Limited Common Elements) shall be, and the same are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the Unit Owners for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the Unit Owners.

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

H. Construction; Maintenance. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any Units located or to be located thereon, and for repair, replacement and maintenance purposes where the Association fails to do so or where the Developer, in its sole discretion, determines that it is necessary to do so. This right shall terminate at such time as Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors of the Association.

I. Sales Activity. The Developer, as long as it holds any units for sale in the ordinary course of business, shall have the right to use any such Units and parts of the Common Elements for model dwellings and sales and construction offices, to show model Units and the Common Elements to prospective purchasers of Units, and to erect signs and other promotional material on the Condominium Property to advertise Units for sale.

J. Additional Easements. The Developer and the Association, on their own behalf and on behalf of all Unit Owners (each of whom hereby appoints the Developer and the Association as its attorney-in-fact for this purpose), shall each have the right to grant such additional electric, gas or other utility, cable television, security system, communications, drainage or service easements. The Developer and Association may also relocate any such existing easements or drainage facilities, in any portion of the Condominium Property, and grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Units for dwelling purposes. In addition, the Developer shall have the right to provide bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto. This subparagraph J shall not be amended nor shall the Condominium Plat be amended in any way to defeat, restrict or reduce the Developer's rights herein contained without the written consent of the Developer; provided that the Developer's right to grant easements as herein provided shall terminate at such time as Unit Owners other than the Developer are entitled to elect not less than a majority of the Board of Directors of the Association.

K. Ingress and Egress; Subordinate Liens. All easements for ingress and egress granted in this Article XXV, or elsewhere herein, shall not be encumbered by any leasehold or lien other than those on the

Condominium Parcels; but if so encumbered, then any such lien shall be subordinate to the rights of Unit Owners.

XXVI. ENFORCEMENT

A. Legal Action. Each Unit Owner, tenant, and other invitee shall comply with this Declaration, the Articles, the Bylaws, the Rules and Regulations, and the provisions of the Condominium Act, and the provisions thereof shall be deemed expressly incorporated into any lease of a Unit. The Association shall have the right to evict a tenant or remove any guest or invitee. Actions 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:

1. The Association.
2. Another Unit Owner.
3. 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.
4. Any Director who willfully and knowingly fails to comply with these provisions.
5. Any tenant leasing a Unit, and any other invitee occupying a Unit.

B. Attorneys Fees. The prevailing party in any such action shall be entitled to recover its reasonable attorney's fees. A Unit Owner, prevailing in an action against the Association, in addition to recovering his attorney's fees, may recover additional amounts as determined by the Court to be necessary to reimburse the Unit Owner for his share of Assessments levied by the Association to fund its expenses of the litigation.

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

D. Fines. In addition, the Association may levy reasonable fines against a Unit for the failure of the Owner of the Unit, or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the Bylaws, or the Rules and Regulations of the Association. No fine will become a lien against the Unit. No fine may exceed the maximum amount permitted under the Condominium Act; provided, however, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed the maximum amount permitted under the Condominium Act. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner, and, if applicable, its licensee or invitee. These provisions shall not apply to unoccupied Units.

E. No Waiver. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles, the Bylaws, or the Rules and Regulations adopted by the Association shall not constitute a waiver of the right to do so thereafter.

XXVII.
COVENANT RUNNING WITH THE LAND

All provisions of this Declaration, the Articles, Bylaws and applicable Rules and Regulations enacted pursuant thereto, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land described in Article IV of this Declaration and with every part thereof and interest therein, unless this Declaration shall be terminated pursuant to the Condominium Act or as provided herein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and all subsequent Unit Owners and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, Bylaws and Rules and Regulations enacted pursuant thereto, as they may be amended from time to time. The acceptance of a deed of conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, Articles, Bylaws and Rules and Regulations enacted thereto.

IN WITNESS WHEREOF, the Developer has executed this Declaration of Condominium this 23 day of March, 2012.

Signed, Sealed and Delivered
in the Presence of:

ACAPULCO GARDEN CONDOS, LLC, a Delaware limited liability company

BY: PFC PROJECTS, LLC, a Delaware limited liability company, Sole Member

BY: NATIONAL LAND PARTNERS, LLC, a Delaware limited liability company, Sole Member

BY: AMERICAN LAND PARTNERS, INC., a Delaware corporation, Manager

BY: 
Name: Thomas Gajda
Title: Authorized Signatory

STATE OF Florida)
COUNTY OF Collier)

Before me, the undersigned authority, personally appeared Thomas Gajda, as Authorized Signatory of American Land Partners, Inc., a Delaware corporation, as Manager of National Land Partners, LLC, a Delaware limited liability company, as Sole Member of PFC Projects, LLC, a Delaware limited liability company, as Sole Member of ACAPULCO GARDEN CONDOS, LLC, a Delaware limited liability company, to me personally known to be the person described or who produced _____ as identification and who executed the foregoing Declaration of Condominium

and acknowledged before me according to law that he made and subscribed the same for the purposes therein expressed and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in County of Collier, State of Florida, this 23 day of March, 2012.

My commission expires:

January 11, 2016

Stephanie Vara
Notary Public, State of

