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This Instrument Prepared By:

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**DECLARATION OF CONDOMINIUM
OF
ORCHID PLACE, A CONDOMINIUM**

This Declaration of Condominium is made this 3rd day of October, 2007, by THIRD SOUTH, LLC, a Florida limited liability company, (hereinafter called the "Developer") as Developer of the improvements erected or to be erected thereon, for itself, its successors, grantees, and assigns or their transferees.

WHEREAS, the Developer, as owner, makes the following declarations:

1. THE LAND. Developer owns title to certain lands lying in Naples, Collier County, Florida, described in Exhibit A attached hereto and made a part hereof, hereafter referred to as "the Land" subject to conditions, restrictions, limitations, easements, and reservations of record.
2. SUBMISSION STATEMENT. The Developer hereby submits the Land and all improvements erected or to be erected thereon, all easements, rights, and appurtenances belonging thereto, to the condominium form of ownership and use in the manner provided by the Florida Condominium Act as it exists on the date hereof, excluding, however, all public utility installations, cable television lines, and other similar equipment owned by utilities furnishing services to the Condominium.
 - 2.1 Applicability of Declaration of Condominium. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future Owners of Condominium Units. The acquisition of title to a Unit or any interest in the Condominium Property, or the lease, occupancy, or use of any portion of the Condominium Property, shall constitute an acceptance and ratification of all provisions of this Declaration and an agreement to be bound by its terms.
 - 2.2 Construction. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan of condominium ownership.
3. NAME. The name by which this Condominium is identified is "ORCHID PLACE, A CONDOMINIUM" (hereafter referred to as "the Condominium").
4. DEFINITIONS. The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes, unless the context otherwise requires.

- 4.1 "Assessment" means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against a Unit or the Owner of a Unit.
- 4.2 "Condominium Association" or "Association" means ORCHID PLACE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, which is the entity responsible for the operation of the Condominium.
- 4.3 "Board of Directors" or "Board" means the representative body which is responsible for the administration of the Condominium Association, and is the same body referred to in the Condominium Act as the "Board of Administration".
- 4.4 "Bylaws" means the Bylaws of the Condominium Association.
- 4.5 "Common Elements" means the portions of the Condominium Property not included in the Units as defined in Florida Statute 718.108, including the land, all parts of the improvements which are not included within the Units, all easements, and installments for the furnishing of services to more than one Unit or to the Common Elements, an easement for support in every portion of a Unit which contributes to the support of a building and any other parts of the Condominium Property designated as Common Elements in the Declaration of Condominium or any recorded exhibits thereto.
- 4.6 "Common Expenses" means all expenses and assessments properly incurred by the Condominium Association.
- 4.7 "Common Surplus" means the excess of all receipts of the Condominium 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 amount of the Common Expenses.
- 4.8 "Condominium Documents" means and includes this Declaration of Condominium for Orchid Place, and all recorded exhibits thereto, as amended from time to time.
- 4.9 "Condominium Property" means the lands and personal property subject to the condominium form of ownership, whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto.
- 4.10 "Declarant" or "Developer" shall mean and refer to THIRD SOUTH, LLC, a Florida limited liability company, its successors and assigns. It shall not include any person or entity who purchases a Condominium Unit at Orchid Place, a Condominium unless such purchaser is specifically assigned some or all rights of Developer by a separate recorded instrument.
- 4.11 "Family" means two or more persons, each of whom is related to each of the others by blood, marriage, or adoption, or not more than two persons not so related, and their blood related or adopted children, who reside together full time as a single housekeeping unit.
- 4.12 "Fixtures" mean those items of tangible personal property which by being physically annexed or constructively affixed to the Unit have become accessory to it and are part and parcel of it, including, but not limited to interior partitions, cabinetry, walls, appliances which have been built in or permanently affixed, and plumbing fixtures. Fixtures do not include wall, floor or ceiling coverings.
- 4.13 "Guest" means any person who is physically present in, or occupies a Unit at the invitation of the Owner or Lessee, for a temporary period of time (less than six (6) months) without the payment of consideration or rent.

4.14 “Institutional Mortgagee” shall mean and refer to the holder of a first mortgage against a Unit which holder is a bank, savings and loan association, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, any agency of the United States of America; or any entity recognized in the community as an institutional lender. The mortgage may be placed through and closed in the name of a mortgage broker.

4.15 “Lease” means the grant by a Unit Owner of a temporary right of use of the Owner’s Unit for valuable consideration.

4.16 “Limited Common Elements” means those portions of the Common Elements which are reserved for the use of a particular Unit or Units to the exclusion of other Units.

4.17 “Member” shall mean and refer to all those Owners who are members of the Condominium Association.

4.18 “Occupant” or “Occupy” when used in connection with a Unit, means any person who is physically present in a Unit on two or more consecutive days, including staying overnight.

4.19 “Primary Occupant” shall mean the natural person approved for occupancy when title to the Unit is held in the name of a trustee or a corporation or other entity which is not a natural person.

4.20 “Survey Exhibits” means the Surveyor’s Certificate, the legal descriptions of and survey of the Land; graphic descriptions of improvements and plot plan thereof; and floor plans of each type of Unit on the Land, all of which are attached as a part of Exhibit B to the Declaration of Condominium, and are incorporated therein by reference, including, without limitation, any amendments thereof.

4.21 “Unit Owner” or “Owner” means the record owner of legal title to a condominium parcel.

4.22 “Unit” or “Condominium Unit” means and refers to a Condominium Unit as that term is used in the Declaration of Condominium of Orchid Place, to be recorded in the Public Records of Collier County, Florida, which Unit shall be subject to exclusive ownership.

5. SURVEY, PLOT PLAN, GRAPHIC DESCRIPTION AND IDENTITY OF UNITS.

5.1 Survey Exhibits. The Survey Exhibit attached hereto and made a part of this Declaration includes the following in Exhibit B: plot plan, survey, graphic description, Unit floor plans and legal description of the Condominium. (All of the foregoing are hereinafter referred to as the “Survey Exhibit”.)

Exhibit B is in sufficient detail to identify the location, dimensions and size of each Unit and the location of the Common Elements and Limited Common Elements. Accordingly, the Condominium as represented in the Survey Exhibit has been certified by a Florida Registered Land Surveyor indicating statutory compliance with Section 718.104(4)(e), Florida Statutes.

5.2 Unit Identification. The Condominium Property consists of the Land described in Exhibit A attached hereto that has been made a part of this Condominium together with the buildings and other improvements constructed thereon, which includes the Units, Common Elements and Limited Common Elements. Exhibit B to this Declaration sets forth the building floor plans for the different types of Units in the Condominium. The Units are numbered 1, 2 and 3. Each Condominium Unit is identified by the unit number as shown on Exhibit B, so that no Condominium Unit bears the same designation as any other Condominium Unit.

The number of each Unit, shall legally identify that Unit. Each Unit, together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed,

transferred or encumbered in the same manner as any other parcel of real property, subject only to the provisions of the Condominium Documents and easements, restrictions, reservations and limitations of record.

5.3 Unit Boundaries. Each Unit shall include that part of the building that lies within the following boundaries:

A. Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries.

(1) Upper Boundaries. The upper boundaries shall be the unfinished lower surfaces of the ceilings.

(2) Lower Boundaries. The lower boundaries shall be the horizontal plane of the unfinished upper surfaces of the concrete floors of the Units.

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

C. Apertures. Where there are apertures in any boundary, including but not limited to, windows and doors, the Unit boundaries shall extend to the interior unfinished surfaces of such apertures, including all frameworks thereof.

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

(1) All non-load bearing walls and partitions, doors, door frames, door hardware, and window panes;

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

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

(4) All electrical and lighting fixtures, including, without limitation, outlets, switches, lamps, bulbs, outlet boxes, switch boxes, telephone outlets, cable outlets, smoke detectors, circuit breakers, and circuit breaker panels;

(5) All clothes washers, clothes dryers, water heaters, heating equipment, and air conditioning equipment, which serve each Unit;

(6) All floor and wall covering, including, without limitation, carpeting, tiling, wallpaper and paint; and

(7) Plumbing, electrical heating, air conditioning, and all other piping, ducts, wiring, cables and conduits of any kind or type serving only the particular Unit.

E. Exceptions. As to matters not specifically covered in this Section 5.3, or in case of conflict or ambiguity, the Exhibit B shall control in determining the boundaries of a Unit.

6. CONDOMINIUM UNITS; APPURTENANCES AND USE.

6.1 Ownership of Unit. Each Unit, together with the space within it, and together with all appurtenances thereto, for all purposes, constitute a separate parcel of real property, which may be owned in fee simple and which may be conveyed, transferred and encumbered only as provided in and subject to the provisions of this Declaration and applicable laws.

6.2 Appurtenances to Unit. The ownership of each Unit shall include, and there shall pass as appurtenances thereto, whether or not separately described, all of the right, title and interest of a Unit Owner in the Condominium property which shall include but not be limited to the following:

A. An undivided share in the Land and other Common Elements as defined in Chapter 718.108 of the Florida Statutes and an undivided share in the Common Surplus. There being three (3) units in the condominium, each Condominium Unit shall have an undivided one-third (1/3rd) share in the ownership of the Common Elements and the Common Surplus.

B. Membership and voting rights in the Condominium Association, which shall be acquired and exercised pursuant to the Articles of Incorporation and Bylaws of the Condominium Association, attached hereto as Exhibits C and D respectively.

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

D. Other appurtenances as may be provided in this Declaration and its exhibits.

6.3 Use and Possession. A Unit Owner is entitled to exclusive use and possession of his or her Unit subject only to the Condominium Association's right of access provided in the Condominium Act. He or she shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but such use may not hinder or encroach upon the lawful rights of other Unit Owners or other persons having rights to use the Condominium Property. No Unit may be divided or any fractional portion sold or otherwise transferred. The use of the Units, Common Elements and Limited Common Elements shall be governed by the Condominium Documents and by the Rules and Regulations adopted by the Condominium Association, through its Board of Directors, in the manner set forth in the Bylaws.

7. EASEMENTS.

7.1 Easements. Each of the following easements and easement rights are reserved through the Condominium Property and is a covenant running with the Land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any of the Land of the Condominium from the Condominium.

A. Utilities. The Condominium Association, on its behalf and on behalf of all Unit Owners, shall have the right to grant such electric, gas, or other utility or service or other easements, or relocate any existing easements, or drainage facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Condominium Association shall deem necessary or desirable for the proper operation and maintenance of the Common Elements or Condominium building, 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 or otherwise. Such easements or the relocation of existing easements may not prevent or unreasonably interfere with the reasonable use of the Units for their intended purposes. The Condominium Association, on behalf of itself and all Unit Owners, shall also have the right to transfer title to utility-related equipment, facilities or material to any public utility company or governmental agency which is assuming the obligation to maintain such equipment, facilities or material. In connection with the foregoing, bills of sale may be granted for items of personal property owned or governed by the Condominium

Association. Furthermore, the Condominium Association shall have the authority to take any other action, on behalf of itself and all Unit Owners, to satisfy the requirements of any public utility company or governmental agency to which any such utility related equipment, facilities or material are to be so transferred.

B. Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

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

D. Structural Supports. Each Unit shall have an easement for structural support over every other Unit and portion of the Common Elements supporting such Unit, and each portion of the Common Elements shall have an easement for support over all Units and all portions of the Common Elements supporting such portion of the Common Elements.

7.2 Restraint Upon Separation and Partition.

A. The undivided share in the Common Elements appurtenant to a Unit shall not be separated from the Unit and shall pass with the title to the Unit, whether or not separately described. No legal action for partition of the Common Elements shall be permitted.

B. The shares in the funds and assets of the Condominium Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the Units.

8. LIMITED COMMON ELEMENTS.

8.1 Description of Limited Common Elements. Certain Common Elements have been designated as Limited Common Elements, reserved for the use of a particular Unit or Units, to the exclusion of other Units. The Limited Common Elements and the Units to which their use has been designated are as described herein and as further identified on the attached Survey Exhibit. The following Common Elements are hereby designated as Limited Common Elements:

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

B. Screened Lanais, Balconies, Garages, Courtyards, Pools, Entries and Stairways. Any screened lanai, balcony, garage, courtyard, pool, entry, walkway and stairway attached to and serving exclusively one Unit shall be a Limited Common Element.

C. Others. Any part of the Common Elements that is connected to or exclusively serves a single Unit and is specifically required in Section 11 of this Declaration to be maintained, repaired or replaced by or at the expense of the Unit Owner or specific group of Owners, shall be deemed a Limited Common Element appurtenant to that Unit or to that specific group of Units, whether specifically described above or not. This paragraph includes

windows, window glass, screens, or other transparent or translucent material and doors, including all hardware casings and framings therefor.

9. CONDOMINIUM ASSOCIATION. The operation of the Condominium shall be by Orchid Place Condominium Association, Inc., a Florida corporation not for profit, which shall perform its functions pursuant to the following:

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

9.2. Bylaws. The Bylaws of the Condominium Association shall be the Bylaws attached as Exhibit D.

9.3. Delegation of Management. The Condominium Association may contract for the management and maintenance of the Condominium Property and authorize a management agent to assist the Condominium Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds made available by the Condominium Association for such purposes. The Condominium Association and its officers shall, however, retain at all times the powers and duties provided in the Condominium Act. Any management contract entered into by the Condominium Association shall be in compliance with the provisions of the Condominium Act.

9.4. Membership. The membership of the Condominium Association shall be comprised of Owners of the Condominium Units, as further provided herein and in the Bylaws.

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

9.6. Powers and Duties. The powers and duties of the Condominium Association include those set forth in the Condominium Act and the Condominium Documents. The Condominium Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers. For these purposes, the powers of the Condominium Association include, but are not limited to, the maintenance, management, and operation of the Condominium Property.

9.7. Official Records. The Condominium Association shall maintain its Official Records as required by law. The records shall be open to inspection by Unit Owners, the holder, insurer or guarantor of the first mortgage on any Unit or their authorized representatives at reasonable times, and copies shall be available at reasonable cost to the Owner requesting copies. The records shall include, but are not limited to the following:

- A. A record of all receipts and expenditures.
- B. All financial source documents.
- C. An account for each Unit designating the name and current mailing address of the Unit Owner, the amount of each assessment, the dates and amounts in which assessments come due, the amount paid on account, and the balance due.
- D. Declaration of Condominium, Articles of Incorporation, Bylaws and Amendments.
- E. Rules.

- F. Questions and Answers Sheet.
- G. Year End Financial Information.

9.8 Purchase of Units. The Condominium Association has the power to purchase Units in the Condominium and to acquire and hold, lease, mortgage, and convey them, subject to the approval of a majority of the Board of Directors.

9.9 Roster. The Condominium Association shall maintain a current roster of names and mailing addresses to Unit Owners. A copy of the up to date roster shall be made available to each Unit Owner upon written request.

9.10 Limitation on Liability. Notwithstanding its duty to maintain and repair the Common Elements and the Condominium Association Property, the Condominium 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 property to be maintained and repaired by the Condominium Association, or caused by the elements or Unit Owners or other persons.

10. ASSESSMENTS AND LIENS. The Condominium Association has the power to make and collect assessments against each Unit and Unit Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Condominium Association. The Condominium Association has the power to levy and collect assessments based on the annual budget; to levy special assessments for non-recurring or unbudgeted common expenses; and to impose special charges against any individual Unit for any amounts, other than for common expenses, which are properly chargeable, against such Unit under this Declaration or the Bylaws. Assessments will be paid quarterly, in advance, by the Unit Owners. Assessments shall be levied and payment enforced as provided by law and as follows:

10.1 Common Expenses. Common expenses include all expenses for the operation, maintenance, repair or replacement of the Common Elements, the expenses of operating the Condominium Association and any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted for the purpose of funding reserve accounts. The cost of water, sewer service, trash removal and pest control shall also be a Common Expense.

10.2 Share of Common Expense. Each Unit Owner shall be liable for its proportional share of the common expenses as provided herein, and shall share in the common surplus in the same proportion. Said share is equal to the Unit Owner's share in the Common Elements. Such right shall not vest or create in any Unit Owner the right to withdraw or receive distribution of his or her share of the common surplus, except as otherwise provided herein.

10.3 Ownership. Assessments collected by or on behalf of the Condominium Association become the property of the Association. No Unit Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his or her Unit.

10.4 Liability for Assessments. The Owner of each Unit, regardless of how title was acquired, is liable for all Assessments or installments thereon coming due while he or she is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 10.11 below, whenever title to a Unit is transferred for any reason, the grantee is jointly and severally liable with the grantor for all unpaid assessments against the grantor without prejudice to any right the grantee may have to recover from the grantor any amounts paid by the grantee. Any lease of a Unit shall be subordinate to any Claim of Lien filed by the Condominium Association against the Unit, regardless of whether the lease was executed before or after the Claim of Lien was recorded.

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

10.6 Failure to Pay; Interest. All assessments and installments thereon not paid within thirty (30) days from the date said installment is due shall bear interest at the highest rate allowed by law until paid. In addition, the Condominium Association may charge an administrative late fee, not to exceed the greater of \$25.00 or 5% of each delinquent installment. All payments on account shall be applied as provided in the Bylaws. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said assessments and installments, on the date set by the Condominium Association for payment.

10.7 Liens. The Association has a lien on each Unit securing payment of any unpaid assessments, including interest and reasonable attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien. The lien is perfected upon recording a Claim of Lien in the Public Records of Collier County, Florida, stating the name and address of the Association, the legal description of the Condominium Unit, the name of the Owner of record, the amount due and due dates. The lien shall be in effect for one year after the claim of lien has been recorded unless, within the one year period, the lien is released, or an action to enforce the lien is commenced in a court of competent jurisdiction. The Claim of Lien secures payment of all assessments which are due until the entry of a judgement of foreclosure. A Claim of Lien must be signed and acknowledged by an officer, agent or attorney of the Association. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

10.8 Priority of Lien. The Association's Claim of Lien for unpaid assessments shall be effective as of the date of recording of the Declaration of Condominium. The Association Claim of Lien for unpaid assessments is limited by the rights of a first mortgagee as set forth in Section 10.11 of the Declaration. Any lease of a Unit is subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed.

10.9 Foreclosure. The Association may bring an action in its name to foreclose a lien for unpaid assessments in the manner provided in the Condominium Act and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure or an action to recover a money judgment for unpaid assessments. If a Unit is rented during the pendency of a foreclosure proceeding by the Association, the Association may apply to the court to have a receiver appointed to collect the rent and the expenses of the receiver will be paid by the party which does not prevail in the foreclosure action.

10.10 Transfer of Ownership of Foreclosed Unit. If a foreclosure action is brought against the Owner of a Unit and the interest of the Owner in the Unit is sold, the Owner's membership shall be canceled and membership shall be issued to the purchaser at the foreclosure sale.

10.11 Mortgage Foreclosure. Except as otherwise provided by law, a first mortgagee who acquires title to the Unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed. Provided, however, a first mortgagee's liability is limited to a period not exceeding 6 months, but in no event does a first mortgagee's liability exceed 1 percent of the original mortgage debt. In no event shall the mortgagee be liable for more than 6 months of the Unit's unpaid common expenses or assessments accrued before the acquisition of the title to the Unit by a first mortgagee or 1 percent of the original mortgage debt, whichever amount is less. The unpaid share of common expenses or assessments is a common expense collectible from all of the Unit Owners, including such acquirer and his or her successors and assigns. No Owner or acquirer of title to a Unit as a result of foreclosure, or a deed in lieu of foreclosure, may, during the period of his or her ownership of such Unit, whether or not such Unit is occupied, be excused from the payment of any assessments coming due during the period of such ownership.

10.12 Certificate as to Assessments. 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 Unit. Any person other than the Owner who relies upon such certificate shall be protected thereby.

11. MAINTENANCE: LIMITATION UPON ALTERATION AND IMPROVEMENT. Responsibility for the maintenance of the Condominium Property and restrictions on its alteration and improvements shall be as follows:

11.1. Units.

A. By the Association. The Association shall maintain, repair and replace at the Association's expense, such portions of the Unit as contribute to the support of the building, including but not limited to the perimeter walls, columns, roofs and floors, wiring, piping, duct work and other mechanical or electrical or other installations or equipment serving the Common Elements or more than one Unit; all Limited Common Elements not elsewhere required to be maintained by the Unit Owners, and all the Common Elements and Association property. However, if any such maintenance, repair or replacement shall be made necessary because of the negligence, act or omission of a Unit Owner, his or her family, lessees, invitees or guests, then the work shall be done by the Association at the expense of the Unit Owner. All incidental damage caused to a Unit by work done or ordered by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the Unit as nearly as practical to its condition before the damage.

B. By the Unit Owner. The responsibilities of the Unit Owner shall be as follows:

(1) Each Unit Owner shall be responsible, at his or her own expense, for all maintenance, repairs, and replacements of and within his or her own Unit, and of such portions of the heating and air conditioning equipment and other facilities or fixtures as are located or contained entirely within his or her own Unit which service only his or her Unit; provided, however, that any insurance proceeds payable to the Association with respect to loss or damage to the fixtures within the Unit which are covered by the Association's insurance provided for in this Declaration, and which loss would otherwise be borne by the Unit Owner, shall be paid to such Unit Owner, less any deductible required by the insurance policy. Each Unit Owner shall be responsible for all maintenance and decorating within his or her own Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating, including the inside surface of the Unit entrance door. No Unit Owner may make any additions to the Common Elements or Limited Common Elements or do anything which would adversely affect the safety, soundness or market value of the Common Elements or Limited Common Elements, or any portion of the Condominium which is to be maintained by the Association.

(2) No Unit Owner shall paint, decorate or change the appearance of any exterior portion of the building, including, without limitation, doors, doorways, and windows, Limited Common Elements or the Common Elements, without the prior written consent by not less than two-thirds (2/3) of the Unit Owners.

(3) A Unit Owner may not make any alterations to his or her Unit which would add to or remove any portion of the Common Elements or Limited Common Elements without the prior written approval of not less than two-thirds (2/3) of the Unit Owners, nor do anything which would adversely affect the safety, market value, or soundness of any portion of the Condominium Property.

11.2 Common Elements. The maintenance, repair and replacement of the Common Elements is the responsibility of the Condominium Association and is a common expense. Except as otherwise provided herein, there shall be no material alteration of, nor substantial additions to the Common Elements without prior approval by the Owners of not less than two-thirds (2/3) of the Units. The Board of Directors may adopt a uniform plan for enclosing windows and screened lanais with hurricane shutters, and Owners may, at their own expense, enclose their windows and lanais in conformity with such plan after submitting plans and specifications to the Association and obtaining its written approval. The enclosure of a lanai does not change its status as a Limited Common Element. If work required to be done by the Association in order to perform its duties to repair or replace the Common Elements also constitutes a material alteration of, or substantial addition to, the Common Elements, no Unit Owner consent or vote is required.

11.3 Limited Common Elements.

A. By the Association. The Association shall provide for the general maintenance of the Limited Common Element courtyards and pools, but the cost of repair and replacement of any portions of said Limited Common Elements shall be at the expense of the Unit Owner who has the exclusive right of use of the same.

B. By the Unit Owners. Where a Limited Common Element consists of a balcony, garage, screened lanai, or entry, the Unit Owner who has the right to the exclusive use of same shall be responsible for the day to day maintenance, care and preservation of all interior surfaces, including walls, floor and ceiling, within said Limited Common Element, and the fixed and/or sliding glass door(s) in any portion of the entranceway(s) of said area, if any, and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs, if any. The Unit Owners shall bear the expense of any repairs or replacements to the Limited Common Element pools and courtyards.

11.4 Alterations and Additions to Common Elements and Condominium Association Property by Condominium Association. The protection, maintenance, repair and replacement of the Common Elements and Condominium Association property is the responsibility of the Condominium Association and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the Common Elements or Condominium Association property without prior approval of at least two-thirds (2/3) of the voting interests. However, if work reasonably necessary to protect, insure, maintain, repair or replace the Common Elements also constitutes a material alteration or substantial addition to the Common Elements, no prior Unit Owner approval is required.

11.5 Enforcement of Maintenance. If the Owner of a Unit fails to maintain the Unit or its appurtenant Limited Common Elements as required above, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units. Any expenses so incurred by the Association shall be charged against the Unit Owner, together with reasonable attorney's fees and other expenses of enforcement.

11.6 Negligence; Damage Caused by Condition Within Unit. Each Unit Owner shall be personally liable for the expenses of any maintenance, repair or replacement made necessary by his or her negligence or by that of any member of his or her family or his or her guests, employees, agents, or lessees, but, unless the negligence is of such character as to evidence gross recklessness or willful or wanton disregard for life or property, the Unit Owner shall be liable only to the extent that such expense is not met by the proceeds of insurance carried by the Association. If any condition, defect or malfunction existing within a Unit, whether caused by the Owner's negligence or otherwise, shall cause damage to the Common Elements or to other Units, the Owner of the offending Unit shall be liable to the persons or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance.

11.7 Maintenance and Appearance. Each member shall maintain his or her Unit and Limited Common Elements and all fixtures and appliances located therein in good condition and repair at all times. No screen, curtain, blind, shutters or awning may be installed on any entry, doorway or lanai without the prior written consent of no less than two-thirds (2/3) of the Unit Owners. Each Owner is prohibited from painting or otherwise decorating or changing the appearance of any portion of the exterior of his or her Unit or the building except with prior written approval of the Board of Directors. All curtains, blinds, shades or other window coverings in the Unit shall be of such material, construction and installation that the only color visible from outside the Unit is white. Except as set forth in Section 11.2 above, any alteration requested by a Unit Owner that would alter the exterior appearance of a building (such as installation of glass doors on a lanai or installation of screen doors at a Unit entry) shall require an affirmative vote of two-thirds (2/3) of the Unit Owners.

11.8 Floor Covering. All Units above the ground floor shall always have the floor coverings installed with acoustically acceptable underlayment material as approved in writing by the Board. Original floor coverings installed by the Developer shall be exempt from this requirement.

11.9 Condominium Association Access to Units. The Association has the irrevocable right of access to the Units during reasonable hours, when necessary, for the maintenance, repair or replacement of any Common Element or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units. Further, the Association has the irrevocable right of access to the Units for maintenance, repair or replacement of any part of the Unit which is to be maintained by the Association under this Declaration. The Association's right of access includes, without limitation, entry for purposes of pest control, if necessary, and preventative maintenance of safety equipment such as smoke alarms. The exercise of the Association's access rights shall be accomplished with due respect for the Unit Owner's rights to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the Owner's property. The Association shall retain a pass key to all Units. No Unit Owner shall alter any lock nor install a new lock which prevents access when the Unit is unoccupied, without notifying the Board of Directors in writing and providing the Association with a key.

12. USE RESTRICTIONS. The use of the Units shall be in accordance with the following provisions as long as the Condominium exists.

12.1 Residential Use. Subject to the provisions of Section 21.1, the Condominium Units governed by these covenants and restrictions may be used for single family residential living and for no other purpose. No trade, business, profession or other type of commercial activity may be conducted on any part thereof, except as by Developer.

12.2 Minors. There is no restriction on occupancy by children. Children shall be closely supervised at all times by an adult to insure that they do not become a source of annoyance to other residents of the Condominium. The Board of Directors shall at all times have the authority to reasonably require that the Unit Owner, lessee, guest, invitee or other adult who is responsible for a particular child remove him or her from any Common Element area if the child's conduct is such that the Board believes this action is necessary. In no event shall children under the age of twelve (12) years be permitted in the pool area or other Common Elements, or walkways unless accompanied by an adult.

12.3 Pets.

A. Only Unit Owners and not tenants may have pets. Pets which may be kept in the Units shall be limited in kind to domestic dogs, domestic cats, caged birds, and fish. Pets shall be limited in number to two pets per Unit, with a total combined weight of eighty (80) pounds.

B. No dog or cat shall be permitted outside of its Owner's Unit unless attended by an adult and on a leash not more than six feet in length.

C. Pets are not permitted on any part of the Common Elements except when leashed and being walked or transported directly off the Condominium Property or directly to their Owner's Unit. Pets may not be left unattended or leashed on lanais or outside. Each Unit Owner is responsible for the immediate pick up and removal of solid pet waste from the Condominium Property.

D. Any Unit Owner who keeps a pet, or permits a pet to be kept in his or her Unit shall be liable for all damages to persons or property caused by such pet. Pets may not disturb the rights, comfort and conveniences of other residents. Pets may not become a nuisance or annoyance to neighbors, whether the pet is inside or outside of its owner's Unit. An Owner shall immediately and permanently remove a pet from Condominium Property if the Board of Directors, in the exercise of the reasonable discretion, determines that the pet has disturbed the rights, comforts or conveniences of other residents of the Condominium.

E. Any changes to this Section 12.3 shall require the voting approval of 100% of the Unit Owners.

12.4 Nuisances. No Unit Owner shall use or permit a Unit to be used in any manner which would be unreasonably disturbing, detrimental or a nuisance to the occupant of another Unit or which would not be consistent with the maintenance of the highest standards for a first class residential Condominium, nor permit the premises to be used in a

disorderly or unlawful way. The use of each Unit shall be consistent with existing laws and the Condominium Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

12.5 Motor Vehicles; Parking. Abandoned or inoperable automobiles or oversized vehicles of any kind shall not be stored or parked on any portion of the property. "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of one (1) week or longer; provided, however, this shall not include operable vehicles left on the Condominium Property by Owners while on vacation. No commercial trucks, utility vans, campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers or golf carts shall be permitted to be parked for a period of more than eight (8) hours or shall be permitted to be stored on any portion of the Condominium Property. For the purpose of this Section, "commercial vehicles" shall mean those which are not designated and used for customary personal/family purposes. The absence of commercial type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained above in this Section 12.5 shall not apply to temporary parking of commercial vehicles such as for construction use or providing pick-up and delivery and other commercial services. No parking on lawns shall be permitted. No vehicle shall be parked anywhere but on paved areas intended for that purpose, or in parking spaces.

12.6 Antennas and Signs. No aerial, antenna, antenna poles, antenna masts, citizen band or amateur band antennas, or satellite dish or any wiring for any purpose may be installed on the exterior of the building in which the Unit is located without the prior written approval of the Association. Except as provided for in Section 21.1, no signs or banners, including real estate signs, shall be placed on or exhibited from any Unit, Common Element or Limited Common Element without the prior written approval of the Association. Provided, however, any Unit Owner may display one portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day may display in a respectful way portable, removable official flags, not larger than 4 and ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

12.7 Temporary Structures. Except as provided in Section 21.1, no tents, trailers, storage sheds, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on the Common Elements or Limited Common Elements.

12.8 Access. The sidewalks, entrances, passages, vestibules, stairways, corridors and halls must not be obstructed or encumbered or used for any purposes other than ingress and egress to and from the premises.

12.9 Stairs and Halls. All stairways shall be used for the purposes intended and shall not be used for hanging garments or other objects or for cleaning of rugs or other household items. No wash lines of any kind will be maintained outside any Unit. No Unit Owner shall discard or permit to fall, any items from the windows or the premises, nor shall they place or permit to be placed any foreign objects in the hallways, stairways and other Common Elements.

12.10 Common Elements. All Common Elements inside and outside the building will be used for their intended purposes and no articles belonging to Unit Owners shall be kept therein or thereon and such areas shall at all times be kept free of obstruction.

12.11 Garbage. Disposition of garbage, trash and recycled products shall be only by the use of garbage disposals in the Units or by use of a dumpster approved by the Association. Sanitary containers may not be placed outside of privacy walls or any Unit except for a reasonable period for refuse pick-up.

12.12 Fire and other Hazards. No garbage cans, supplies, footwear, water bottles or other articles should be placed in the halls or on the staircase landings, nor shall anything be hung from the windows or balconies or placed upon the window sills. Neither shall any linens, cloths, clothing, curtains, rugs, or mops be shaken out or hung out of any windows or doors. No fire exits shall be obstructed in any manner. No combustibles may be stored in any Unit, Limited Common Element or Common Element except usual household cleaning supplies in the Unit.

12.13 Leasing. Leasing or renting of the Unit by Unit Owners shall be as permitted and subject to the provisions of the Declaration herein.

12.14 Rules and Regulations. In addition to other obligations and duties heretofore set out in this declaration, every Owner or occupant of a Condominium Unit shall abide by use restrictions and any rules and regulations adopted by the Association which are not inconsistent with the provisions set forth herein.

13. TRANSFER OF OWNERSHIP OF UNITS. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a Unit by an Owner shall be subject to the following provisions so long as the Condominium exists, which provisions each Owner of a Unit covenants to observe:

13.1 Forms of Ownership.

A. Individual. A Unit may be owned by an individual person who has qualified and been approved as elsewhere provided herein.

B. Co-Ownership. Co-ownership of Units may be permitted, but all Owners must be members of a single family or living together as a single housekeeping unit. If co-ownership is to be by more than two persons, the Board shall condition its approval upon occupancy only by one approved natural person as "primary occupant", and the use of the Unit by other persons shall be as if the primary occupant is the actual Owner.

C. Ownership by Corporations, Trusts or Partnerships. A Unit may be owned in trust or by a corporation, partnership, or other entity which is not a natural person, if approved in the manner provided for other transfers of title. The approval as a Unit Owner of a corporation, trustee or any entity which is not a natural person shall be conditioned upon designation of one natural person to be the "primary occupant," and the use of the Unit by other persons shall be as lessees and as if the primary occupant is the only actual Owner.

D. Life Estate. A Unit may become subject to a life estate, either by operation of law or by approved voluntary conveyance. In either event, the life tenant shall be the only member in the Association from such Unit and occupancy of the Unit shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holder of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant and remaindermen shall be jointly and severally liable for all assessment and charges against the Unit. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman, subject to approval by the Association of such arrangement. If there is more than one life tenant, they shall be treated as if they were Co-owners for purposes of voting and occupancy rights.

13.2 Transfers.

A. Sale or Gift. A Unit Owner may not dispose of a Unit or any interest therein by sale or gift without the prior written approval of the Board of Directors of the Condominium Association.

B. Devise or Inheritance. If any Unit Owner acquires his or her title by devise or inheritance, his or her right to occupy or use the Unit shall not be subject to the approval of the Board of Directors of the Association.

C. Other transfers. If any Unit Owner shall acquire his or her title in any manner not considered in the foregoing subsections, his or her right to occupy or use the Unit shall be subject to the approval of the Board of Directors of the Association under the procedures outlined in Section 13.3 below.

D. Mortgaging of Units. There shall be no restrictions on the mortgaging of Units. All mortgages, other than a first mortgage of record, shall be subject to and inferior to the Association lien for assessments regardless of when recorded.

13.3 Procedures.

A. Notice to Condominium Association.

(1) Sale of Unit. An Owner intending to make a sale of his or her Unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the date of the proposed transfer, together with the name and address of the proposed purchaser and such other information as the Board may reasonably require. The Board may require the personal appearance of any purchasers and his or her spouse, if any, as a condition of approval.

(2) Devise, Inheritance, or other Transfers. The transferee must notify the Association of his or her ownership and submit to the Association a certified copy of the instrument evidencing his or her ownership and such other information as the Board may reasonably require.

(3) Failure to Give Notice. If no notice is given, the Association at its election may approve or disapprove the transfer without prior notice. If it disapproves, the Condominium Association shall proceed as if it received notice on the date of such disapproval; however, the proposed transferee may provide the Board with the required notice and request consideration.

(4) Approval Decision. Within fifteen (15) days of receipt of the required notice and all information or appearances requested, whichever occurs last, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by an Officer of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within said fifteen (15) days, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a Certificate of Approval to the transferee. Conveyances from the Developer to transferees shall not require a Certificate of Approval.

B. Disapproval.

(1) Approval by the Association shall be denied only if a majority of the whole Board so votes.

(2) If the Board disapproves of the transfer, the Association shall have sixty (60) days from the date of disapproval within which to find an alternate purchaser or to purchase the Unit. In either case, the purchase shall be on the same terms and conditions as contained in the contract of sale, except that the purchase price shall be paid in cash and the closing will take place within sixty (60) days from the date of disapproval.

If the Association fails to close the purchase within said sixty (60) day period other than through the fault of the Unit Owner or the Unit Owner's inability to convey clear and marketable title to the Association, the Unit Owner shall be free to sell and convey the Unit to the intended purchaser.

13.4 Exception. The provisions of Sections 13.2 and 13.3 are not applicable to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure, nor shall the Association's approval be required for the subsequent resale or lease of a Unit by such mortgagee of the Unit so acquired, but shall apply to the acquisition of title by any other person.

13.5 Unapproved Transfers. The purchaser in any sale or transfer of ownership which is not approved pursuant to the terms of this Declaration shall have no occupancy right unless subsequently approved in writing by the Board.

13.6 Fees for Processing Applications for Approval to Purchase. Whenever the Association's approval is required to allow the sale or other transfer of an interest in a Unit, the Association may charge the Owner a fee for processing the application, such fee not to exceed \$50.00 per applicant, said fee to be paid upon submission of the application for approval. No fee may be charged for approval of the renewal or extension of a lease with the same lessee.

14. LEASING OF UNITS. All leases of Units must be in writing and a copy of any lease shall be delivered to the Board upon request of the Board. The covenants and restrictions in this Declaration shall be deemed expressly incorporated into any lease of a Unit. The lessee must be at least one natural person. A Unit Owner may lease his or her entire Unit only in accordance with the following provisions, and such provisions and restrictions may be augmented by the Board should it become desirable to do so:

14.1 Term of Lease and Frequency. No Unit may be leased for a period of less than one (1) month. Units may be leased up to two (2) times per year.

14.2 Occupancy During Lease Term. No one but the lessee, his or her family within the first degree of relationship by blood, adoption or marriage, and their registered guests may occupy the Unit. Guests staying more than thirty (30) days must be registered in writing to the Board of Directors upon arrival.

14.3 Security Deposits. The Board may require prospective lessees to place a security deposit with the Association in an amount up to one month's rent to cover damage to the Common Elements by the lessee, his or her guests or invitees. Said deposit shall be held by the Association pursuant to the provisions of Part II of Chapter 83 of the Florida Statutes.

14.4 Regulation by Condominium Association. Any changes to Section 14 shall require the voting approval of 100% of the Unit Owners. All of the provisions of the Condominium Documents and the Rules and Regulations of the Condominium Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a lessee or guest to the same extent as against an Owner. Every Unit Owner who leases a Unit shall provide the Lessee with a copy of the Rules and Regulations of the Condominium and all leases shall indicate signed receipt by lessee of the Rules. A covenant upon the part of each occupant to abide by the Rules and Regulations of the Association and the provisions of the Condominium Documents, and designating the Condominium Association as the Owner's agent for the purpose of and with the authority to terminate any such occupancy agreement in the event of a violation by the tenant of the covenants, shall be an essential element of any occupancy agreement, whether oral or written and whether specifically expressed in such agreement or not.

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

15.1 Duty and Authority to Obtain.

A. The Board of Directors shall obtain and keep in forces at all times insurance to protect the Association, the Association Property, the Common Elements, and the Condominium Property, and may obtain and keep in force any or all of such other or additional insurance coverage as it is authorized to carry. The name of the insured shall be the Association or, in the Discretion of the Board an insurance trustee, individually and as agent for the Condominium Association and for the Unit Owners without naming them, and their mortgagees.

B. While the Association is controlled by the Developer, the Association shall exercise due diligence to obtain and maintain such insurance. Failure to obtain and maintain adequate insurance during any period of developer control shall constitute a breach of fiduciary responsibility by the Developer appointed members of the Board of Directors of the Association, unless said Members can show that despite such failure, they have exercised due diligence.

C. When the Association is controlled by the Unit Owners, the Association shall use its best efforts to obtain and maintain adequate insurance.

15.2 Required Coverage. The Condominium Association shall maintain property and liability insurance covering all of the buildings and other insurable improvements within the Condominium Property and the Condominium Association property, including Common and Limited Common Elements, in accordance with the original plans and specifications of the Condominium in an amount equal to the maximum insurable replacement value thereof, as determined annually by the Board; such insurance to afford the following protection:

A. Property Damage. Loss or damage by fire, extended coverage (including Windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

B. Flood Insurance. If required by law, the maximum amount available from time to time as underwritten and insured by the federal, state or local government.

C. Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as shall be required by the Board with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

D. Automobile. Automobile liability for bodily injury and property damage for all owned and/or non-owned motor vehicles in such limits of protection and with such coverage as shall be required by the Board.

E. Worker's Compensation. If required by law, the Condominium Association shall maintain Worker's Compensation insurance on at least a minimum premium basis to meet the requirements of law.

F. Fidelity Bond. The Condominium Association shall obtain, pay for and maintain adequate fidelity bonding of all persons who control or disburse funds of the Condominium Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. Persons who control or disburse funds of the Association include, but are not limited to those individuals authorized to sign checks and the President, Secretary and Treasurer of the Association.

15.3 Premiums. Premiums upon insurance policies purchased by the Condominium Association shall be paid by the Condominium Association and charged to the Unit Owners as Common Expenses.

15.4 Optional Coverage. The Condominium Association may purchase and carry other such insurance coverage as the Board of Directors may determine from time to time to be in the best interest of the Condominium Association and Unit Owners. Unit Owners are encouraged to procure contents coverage, however, any insurance obtained by Unit Owners must contain waivers of subrogation and may not affect the coverage under Condominium Association policies.

15.5 Description of Coverage. A detailed summary of the coverage included in the master policies shall be available for each Unit Owner. The master policies shall be available for inspection by Unit Owners upon request.

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

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

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

B. Units. Proceeds on account of Units or contents of Units shall be held in the following undivided shares:

(1) Partial Destruction, when Buildings are to be Restored. For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner less the deductible.

(2) Total Destruction of Buildings or when Buildings are not to be Restored. For Owners of all Units, each Owner's share being in proportion to his or her share in the Common Elements.

(3) Mortgagee. If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Unit Owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against Units, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of improvements or if the Condominium is being terminated. No mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

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

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

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

C. Certificate. In making distribution to Unit Owners and their mortgagees, the Condominium Association may rely upon a certificate of an abstract attorney or title company as to the names of the Unit Owners and mortgagees.

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

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

16.1 Damage to Units. Where loss or damage occurs within a single Unit or Units to property the Unit Owner is required to maintain, repair or replace, any proceeds from insurance policies purchased by the Association on account of that loss or damage shall be distributed to the Owner(s) of the damaged Unit(s) in the shares provided in Section 15.7 above. The Owner(s) of the damaged Unit(s) shall be responsible for carrying out repair and replacement and shall bear the burden of the Association's deductible in the same proportion as they receive the benefits of the Association's coverage.

16.2 Damage to Common Elements - less than "Very Substantial". If loss or damage occurs which is less severe than "very substantial" as herein defined occurs to the parts of the Condominium Property or to other property that the Association is required to both insure and repair, it shall be mandatory for the Condominium Association to repair and rebuild the property and the following procedures shall apply:

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

B. If the proceeds of insurance, available reserves and other Association resources are insufficient to pay the estimated costs of repair and reconstruction, the Association shall promptly, upon determination of the deficiency, levy a special assessment for the deficiency. This kind of special assessment does not require Unit Owner approval. The proceeds from the special assessment shall be added to the funds available for repair and reconstruction and may not be used for any other purpose until repairs and reconstruction are completed and paid for.

16.3 "Very Substantial" Damage. As used in this Declaration, the term "very substantial" damage shall mean loss or damage caused by one or more common occurrences which is so severe that at least two-thirds (2/3rds) of the Units cannot reasonably be expected to be repaired and usable within ninety (90) days after the occurrence. Should such "Very Substantial" damage occur then:

A. Emergency Actions. The Directors and the officers or any of them, as further provided in Section 6.3 of the Bylaws, are authorized, regardless of any other provision of this Declaration; to take such actions as may reasonably appear to be necessary or justified under emergency conditions. This authority includes actions to protect life and property, to evacuate or shore up structures and salvage property, to engage security to protect against looting or other criminal acts and to alter the condominium property as might be reasonable under the circumstances to protect it from further damage or deterioration. This authority includes the authority to expend any and all available Association funds, including reserves.

B. After the emergency, the Board shall promptly endeavor to obtain comprehensive, detailed estimates of the cost of repairs and shall proceed to settle all insurance claims that will provide funds for reconstruction. A membership meeting shall be called and held not later than sixty (60) days after the Board has obtained what it believes to be sufficient information on which to base reasonable conclusions, to determine the opinion of the Owners on rebuilding or terminating the Condominium subject to the following:

(1) If the net insurance proceeds, reserves and other Association funds available for reconstruction and repairs that are the Association's responsibility are estimated to be sufficient to cover the estimated costs thereof, so that it is reasonably anticipated that the work can be accomplished with the funds already available for that purpose, plus (if needed) one (1) special assessment not exceeding fifteen percent (15%) of the total annual budget for the year in which the damage occurred, then the

Condominium shall be rebuilt unless two-thirds (2/3rds) of the total voting interests vote for termination, in which case the Condominium shall be terminated.

(2) If upon the advice of legal counsel, engineers and other experts, it appears to be unlikely that the then applicable zoning or other land use laws will allow reconstruction of the same number, size and general types of Units; or if the anticipated insurance proceeds, reserves and other Association funds available for repairs and reconstruction will not be sufficient to cover the estimated cost, so that it is reasonable to conclude that the repairs and reconstruction can be accomplished only by levying special assessments exceeding fifteen percent (15%) of the total annual budget for the year in which the casualty occurred; unless two-thirds (2/3rds) of the total voting interests vote in favor of the special assessments and against termination, the Condominium will be terminated and the property removed from the Condominium Act. If the requisite two-thirds (2/3rds) approve reconstruction, the Board shall levy the necessary assessments and proceed to negotiate and contract for repairs and restoration. The proceeds from the special assessments shall be added to the funds available for repair and restoration of the property.

- C. If a dispute shall arise as to whether "very substantial" damage has occurred, or as to the amount of special assessments that might be required for repairs, a determination approved by at least two-thirds (2/3rds) of the Directors shall be conclusive and shall be binding upon all Unit Owners.

16.4 Application of Insurance Proceeds. It shall be presumed that the first monies disbursed for repair and reconstruction shall be from the insurance proceeds, and then from special assessments, and finally from other Association reserves or other funds. If there is a balance left in the funds held by the Association for repairs and reconstruction after the payment of all costs of repair and reconstruction, such balance shall be distributed to the Unit Owners, except as otherwise provided in Section 15.7).

16.5 Equitable Relief. In the event of substantial damage to Condominium Property, and if the property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any Unit Owner may petition a court for equitable relief, which may include a termination of the Condominium and a subsequent partition of the property. For the purposes of this provision, it shall be presumed that repair, reconstruction or rebuilding has occurred within a "reasonable period of time" if substantial work is commenced within six (6) months and completed within nine (9) months thereafter. The fact that a Unit is untenable does not excuse the Owner from paying assessments for common expenses. Under no circumstances is the Association obligated to provide or pay for alternate accommodations for the Unit Owner when the Unit is uninhabitable, except when the condition of the Unit was proximately caused by the negligent or unlawful act of the Association.

16.6 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building, or according to different plans and specifications approved by the Board, by at least two-thirds (2/3rds) of the Voting Interests and by the Primary Institutional Mortgagee, if any. Such approvals may not be unreasonably withheld. However, no change in plans and specifications shall substantially and materially reduce the interior floor space of any Unit without the consent of the Unit Owner and his institutional mortgagee, if any, which may not be withheld unreasonably or arbitrarily.

17. CONDEMNATION.

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

17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after a condemnation affecting all or part of the Condominium Property will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

17.3 Disbursement Of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, but the size of the Condominium will be reduced, the Owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds after a casualty.

17.4 Condominium Association As Agent. The Condominium Association is hereby irrevocably appointed as each Unit Owner's agent for purposes of negotiating or litigating with the condemning authority for the purposes of realizing just compensation for the taking.

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

A. Restoration of a Unit. The Unit shall be made tenantable. If the cost of restoration exceeds the amount of the award, the additional funds required shall be charged against the Owner of the Unit.

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

17.6 Unit Made Untenantable. If the taking is of any entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium.

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

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

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

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

E. Arbitration. If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and the Condominium Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Unit Owner, the first mortgagee, if any, and the Condominium Association shall each appoint one M.A.I. appraiser, who shall appraise the Unit and shall determine the fair market value by computing the arithmetic average of their appraisals of the Unit; and a judgment of specific performance upon the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisal shall be paid by the party seeking the appraisal.

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

17.8 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and liability for common expenses that are necessitated by condemnation shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Condominium Association, nor shall the consent or joinder of any Unit Owner or mortgagee be required for any such amendment.

18. TERMINATION. The Condominium may be terminated in the following manner.

18.1 Agreement. The Condominium may be terminated at anytime by approval, in writing, of the Owners of 100% of the Units and all first mortgagees of record.

18.2 General Provisions. Upon termination, the Unit Owners shall be the Owners as tenants in common of the Condominium Property and the assets of the Condominium Association. The shares of such tenants in common shall be the same as were their shares of the Common Elements. The mortgagee or lienor of a Unit Owner shall have a mortgage or lien solely and exclusively upon the undivided share of such tenant in common in and to the lands and other properties and rights which he or she may receive by reason of such termination. The termination of the Condominium shall be evidenced by a certificate of the Condominium Association executed by its President and Secretary certifying as to the facts effecting the termination. Termination shall become effective when the certificate is recorded in the Public Records of Collier County, Florida.

18.3 Notice to the Division. If the Board of Directors intends to terminate or merge the Condominium, or dissolve or merge the Association, the Board shall so notify the Division before taking any action to terminate or merge the Condominium or the Association. Upon recordation of the instrument evidencing consent of the requisite number of Unit Owners to terminate the Condominium, the Association within 30 business days shall notify the Division of the termination and the date the document was recorded, the county where recorded and the Book and page number of the Public Records where the document was recorded, and shall provide the Division a copy of the recorded termination notice certified by the Clerk.

18.4 New Condominium. The termination of a Condominium does not bar creation of another Condominium affecting all or any portion of the same property.

18.5 Partition; Sale. Following termination, the Condominium Property may be partitioned and sold upon the application of any Unit Owner. If following a termination, the Owners of two-thirds (2/3) of the Units determine to accept an offer for the sale of the Condominium Property, each Owner shall be bound to execute deeds and other documents reasonably required to effect the sale. In such event, any action for partition of the former Condominium

Property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto.

18.6 Last Board. The members of the last Board of Directors shall continue to have the powers granted in this Declaration for the purpose of winding up the affairs of the Condominium Association, notwithstanding the fact that the Condominium Association itself may be dissolved upon a termination.

18.7 Provisions Survive Termination. The provisions contained in this Section 18 shall be deemed covenants running with the land, and shall survive the termination of the Condominium for a period long enough to accomplish all the purposes stated therein.

19. OBLIGATION OF OWNERS.

19.1 Action for Damages. Each Unit Owner, his or her tenants, guests and invitees, and the Condominium Association shall be governed by and shall comply with the provisions of the Condominium Act, this Declaration, the documents creating the Condominium Association, the Bylaws, and any Rules and Regulations promulgated by the Condominium Association. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the Condominium Association or by a Unit Owner against:

- A. The Condominium Association;
- B. A Unit Owner;
- C. Directors designated by the Developer, for actions taken by them prior to the time control of the Association is assumed by Unit Owners other than the Developer;
- D. Anyone who occupies a Unit, including but not limited to any tenant leasing a Unit or other invitee occupying a Unit (such action in this instance may also include eviction proceedings); or
- E. Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

19.2 Waiver. A provision of the Condominium Act may not be waived by a Unit Owner if the waiver would adversely affect the rights of the Owner or defeat the purpose of the provision, except that Unit Owners or members of the Board of Directors may waive notice of specific meetings in writing as provided by the Bylaws. Any instrument given in writing by a Unit Owner or prospective purchaser of a Unit to an escrow agent may be relied upon by an escrow agent, whether or not such instruction and the payment of funds thereunder might constitute a waiver of any provision of the Condominium Act.

19.3 Attorney's Fees. In any legal proceeding arising out of an alleged failure of a tenant, Unit Owner or the Condominium Association to comply with the requirements of the Condominium Act or the Condominium Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

19.4 No Waiver. The failure of the Condominium Association or of a member to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Condominium Association or member to enforce such right, provision, covenant or condition in the future.

19.5 No Election of Remedies. All rights, remedies and privileges granted to the Condominium Association or Unit Owner, pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies,

nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, or at law or in equity.

19.6 Notice of Lien or Suit.

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

B. Notice of Suit. A Unit Owner shall give notice, in writing, to the Condominium Association of every suit or other proceeding which may affect the title to his or her Unit, such notice to be given five (5) days after the Unit Owner receives actual knowledge thereof.

C. Failure to Comply. Failure to comply with this Section will not affect the validity of any judicial suit, however, if such failure is a substantial contributing cause of damage or harm to the Condominium Association or other Owners, the owner shall be liable to the injured party.

20. RIGHTS OF MORTGAGEES.

20.1 Approvals. Prior written approval of the record holder of a first mortgage lien on a Unit in the Condominium shall be required for any amendment to the Declaration which would decrease the percentage interests of the Unit in the ownership of the Common Elements, except as provided in Section 17.

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

20.3 Lender's Notices. Upon written request to the Condominium Association, any first Mortgagee shall be entitled to timely written notice of any 60-day or longer delinquency in the payment of assessments or charges owed by the Owner or any Unit on which it holds a mortgage; a lapse, cancellation or material modification or any insurance policy or fidelity bond maintained by the Condominium Association; and any proposed action that requires the consent of first Mortgagees pursuant to Section 22.4.

21. DEVELOPER'S RIGHTS AND DUTIES. So long as the Developer or any successor developer holds any Units in the Condominium for sale in the ordinary course of business, the following shall apply:

21.1 Developer's Use. Until the Developer has completed all of the contemplated improvements and has sold all of the Units in the Condominium and until such time as all Units owned by the Developer and control of the Condominium Association has been turned over to Unit Owners, neither the Unit Owners nor the Condominium Association, nor their use of the Condominium Property shall unreasonably interfere with the completion of the contemplated improvements or sale of Units. The Developer may make such use of the unsold Units and of the Common Elements as may reasonably facilitate completion and sale, including, but not limited to, maintenance of a sales office, display of signs, and showing the Units for sale to prospective purchasers. No "For Sale", "Open House", "Lease" or other real estate sign may be displayed upon the Condominium Property by anyone other than the Developer with the consent of the Developer during this period. Developer reserves the right for itself and any of its affiliates, to use the models and office(s) for other communities, as Developer and/or any of Developer's affiliates as developers of other communities may determine, in their sole discretion, to the extent permitted by law.

21.2 Assignment. All or any portion of the right, privileges, powers and immunities granted or reserved to the Developer in the Condominium Documents may be assigned by the Developer to any person or entity, without the consent of any other Unit Owner or any holder of a mortgage secured by any Unit (other than the holder of a first

mortgage secured by an interest of the Developer), but only if the assignee agrees without qualification to assume all of the duties and obligations of the Developer under this Declaration, and the Articles of Incorporation and Bylaws of the Condominium Association from and after the date of such assignment.

21.3 Amendment of Plans and Alterations of Boundaries and Unit Dimensions. Prior to the recording of this Declaration, the Developer reserves the right to change the interior design and arrangement of all Units, alter boundaries between Units and alter boundaries between buildings.

21.4 Turnover. Within 75 days after the Unit Owners other than the Developer are entitled to elect a Member or Members of the Board of Directors, the Association shall call, and give not less than 60 days' notice of an election for the Members of the Board. The election shall proceed as provided by Florida law. The notice may be given by any Unit Owner if the Association fails to do so. Upon election of the first Unit Owner other than the Developer to the Board, the Developer shall forward to the Division, the name and mailing address of the Unit Owner Board Member. At the time the Unit Owners other than the Developer are entitled to elect a majority of the Directors of the Condominium Association, the Developer shall relinquish control of the Condominium Association, and the Unit Owners shall accept control. Simultaneously, or for the purposes of providing the financial records of the Association as required by Florida law, not more than 90 days thereafter, the Developer shall deliver to the Condominium Association all property of the Unit Owners and of the Condominium Association held or controlled by the Developer and all items and documents that the Developer is required to deliver or turn over to the Condominium Association under Florida law. The Developer may turn over control of the Condominium Association to the Unit Owners other than the Developer prior to the above mentioned time, in its sole discretion, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Condominium Association. Provided at least sixty (60) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if Unit Owners other than the Developer refuse or fail to assume control.

21.5 Developer Guaranty. The Developer shall be excused from payment of its share of the Common Expenses as to the Units owned by Developer during the period that Developer guarantees to pay the difference between the Condominium Association's Common Expenses and the sums collected as the annual assessment for Common Expenses from Unit Owners other than the Developer (the "Guaranty Period").

During the Guaranty Period, the monthly assessment per Regular Unit shall not exceed \$986.59 per month, or \$2,959.77 per quarter, or \$11,839.08 per year. The initial Guaranty Period shall commence on the recording of the Declaration and continue until the Developer turns over the control of the Association to Condominium Unit Owners other than the Developer.

During such period, the Developer will pay to the Association those Common Expenses incurred during such period and not produced by the assessments at the guaranteed level receivable from other Unit Owners. Notwithstanding this limitation, if, during the period of Developer control, the Association has maintained all insurance coverage required by section 718.111(11)(a), Florida Statutes, the common expenses incurred during the foregoing period resulting from a natural disaster or an act of God, which are not covered by insurance proceeds from the insurance maintained by the Association, may be assessed against all Unit Owners owning Units on the date of such natural disaster or act of God, and their successors and assigns, including the Developer with respect to Units owned by the Developer. In the event of such an assessment, all Units shall be assessed in accordance with their ownership interest in the Common Elements.

Upon the conclusion of the Guaranty Period, any working capital funds collected by the Condominium Association from Unit Owners upon their purchase of the Unit shall be available to the Condominium Association.

21.6 Condominium Name. Nothing herein contained shall be construed as giving this Condominium or the Condominium Association the exclusive right to use the name Orchid Place, or any derivation thereof, and the Developer

reserves the right to use said name in future projects. Further, nothing herein contained shall be construed as allowing this Condominium Association to manage future condominium projects.

21.7 Amendments by Developer. As long as the Developer owns Units for sale in the ordinary course of business, the Developer reserves the right to amend this Declaration and its exhibits for one or any combination of the following purposes:

A. To depict all of the improvements existing on the Condominium Property; to depict all Common Elements and Limited Common Elements on the Condominium Property; to comply with the requirements of any federal, state or local law, government, quasi-government, agency or government-related corporation, including, without limitation, the requirements of the Federal Loan Mortgage Corporation, the Federal National Mortgage Condominium Association or the provisions of the Fair Housing Act of 1968 as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. Section 3601-3631 (the "FHAA").

B. To conform to the requirements of any institutional mortgagee or government agency willing to make, purchase or insure mortgage loans secured by Units or any portion of the Properties. Notwithstanding anything to the contrary contained in this Declaration, until the satisfaction of record of any mortgage placed upon the Condominium Property to finance the construction of the improvements for the Condominium Property (hereinafter referred to as the "Mortgage"), the following provisions shall be a part of this Declaration and shall supersede any inconsistent provisions contained elsewhere in this Declaration:

(1) Whenever the consent of Developer is required under this Declaration, the written consent of the holder of the Mortgage (hereinafter referred to as the "Mortgagee") shall also be required for all amendments materially affecting the rights or interests of the mortgagees, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and such consent will not be unreasonably withheld;

(2) No amendment shall be made to this Declaration which would alter the procedure for repairing or restoring the commonly insured real property or alter the rights of Mortgagee, or, in the opinion of Mortgagee, in any other way affect the security of Mortgagee, without mortgagee's joinder and written consent to such amendment for all amendments materially affecting the rights or interests of the mortgagees, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and such consent will not be unreasonably withheld; and

(3) If Mortgagee either assumes possession of any portion of the Condominium Property upon which said Mortgagee is a lien or acquires title to unsold Units upon foreclosure of the Mortgage, by purchase of the unsold Units upon foreclosure of the Mortgage, by purchase of the unsold Units at foreclosure sale, or deed in lieu of foreclosure, Mortgagee and its successors and assigns shall have and enjoy all of the rights and privileges granted to the Developer by this Declaration of Condominium.

21.8 Sales of Units. The Developer shall have the right to sell or transfer any Unit owned by it on such terms and conditions as it deems in its own best interest. No purchaser from the Developer shall be required to obtain Condominium Association approval for the said purchase.

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

22.1 Proposal. In addition to the provisions contained in Section 21.7 herein, amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by the Owners of one-third (1/3) of the Units.

22.2 Procedure. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be transmitted to the President of the Condominium Association, who shall thereupon determine which of the methods shown in Section 22.3 below shall be used for voting. The appropriate notices and copies of the proposed amendments shall be mailed to the members not later than ninety (90) days after transmittal to the President.

22.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Condominium Documents this Declaration may be amended by concurrence of two-thirds (2/3) of the voting interest present in person or by proxy and voting at any annual or special meeting for which notice has been given to the members in accordance with law. Alternatively, amendments may be adopted without a meeting following the procedure set forth in the Bylaws.

22.4 Mortgagees' Approval. After the Developer has turned over control of the Condominium Association to Unit Owners other than the Developer, any material amendment to the Declaration must be approved in writing by a majority of the Institutional Mortgagees; however, such approval may not be unreasonably withheld.

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

22.6 Proviso. Except as to provisions contained in Sections 21.3 and 21.7 of this Declaration, any amendment which changes the configuration or size of any Condominium Unit in any material fashion, materially alters or modifies the appurtenances to the Unit, or changes the proportion or percentage by which the Owner of the Unit shares the common expenses and owns the common surplus, must be approved by two-thirds of the voting interest, the record Owner of the Unit and his or her institutional mortgagee, if any, in writing. This proviso does not apply to changes caused by condemnation or a taking by eminent domain as provided in Section 17. No amendment shall unlawfully discriminate against any Unit Owner nor against any Unit or class or group of Unit Owners or Units.

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

22.8 Exceptions. Wherever in this Declaration the consent, approval, or affirmative vote of two-thirds (2/3) or more of the voting interest, is required in order to take a particular action, the section requiring the particular number of consents, approvals, or votes may not be amended except by the same vote required to take the action.

22.9 Amendment of Provision Relating to Developer. As long as the Developer holds any Units for sale in the ordinary course of business, no amendment may make any change in any provision relating specifically to the Developer without the Developer's written consent. No amendment may be made which in the Developer's sole judgement may impair or prejudice the rights or privileges of the Developer reserved in the Declaration without the Developer's prior written approval.

22.10 Amendment to Conform to Federal Fair Housing Act. This Condominium shall be in compliance with the provisions of the Fair Housing Act of 1968 as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C., Section 3601-3631 (the "FHAA"). To the extent that the Declaration of Condominium must be amended to comply with the FHAA, the Board of Directors shall amend the Declaration without the necessity of obtaining the approval of Unit Owners as may otherwise be required hereunder or under the Bylaws.

23. RULES AND REGULATIONS.

23.1 Compliance. Every Unit Owner and his or her tenants, guests, invitees and agents shall comply with any and all rules and regulations as same exist and as may be adopted in the future by the Board of Directors.

23.2 Enforcement. Failure to comply with such rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums for damages, an action for injunctive relief, or any combination thereof.

23.3 Fines. In addition to all other remedies, in the discretion of the Board of Directors, a fine or fines may be levied upon a Unit Owner for failure of a Unit Owner, his or her tenants, family guests, invitees, or employees to comply herewith or with any rules or regulations, provided the following procedures are followed:

A. Hearing. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of Unit Owners after reasonable notice of not less than fourteen (14) days, and the notice shall include:

- (1) A statement of the date, time and place of the hearing;
- (2) A statement of the provisions of the Declaration, Bylaws or rules which have allegedly been violated; and
- (3) A short and plain statement of the matters asserted by the Condominium Association.

B. Response. The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Condominium Association. If the committee does not agree with the fine, the fine may not be levied.

C. Penalties. The Board of Directors may levy a fine against a Unit not to exceed \$100.00 per violation. 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 \$1,000.00. If the committee does not agree with the fine, the fine may not be levied.

D. Payment of Penalties. Fines shall be paid not later than five (5) days after notice of the imposition of same.

E. Remedy. For non-payment of fines the Condominium Association shall have all of the remedies allowed by law.

F. Non-Exclusive Remedy. The fines provided for herein shall not be construed to be an exclusive remedy of the Condominium Association, and shall exist in addition to all other rights and remedies to which the Condominium Association may be otherwise legally entitled; however, any penalty paid by the offending Unit Owner shall be deducted from or offset against any damage which the Condominium Association may otherwise be entitled to recover by law.

24. MISCELLANEOUS.

24.1 Severability. The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, the Bylaws, any Rules and Regulations of the Condominium Association, and any exhibit attached hereto, shall not affect the remaining portions thereof.

24.2 Applicable Statutes. The validity, application, and construction of this Declaration and its exhibits shall be governed by the Laws of Florida, particularly the Condominium Act.

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

24.4 Interpretation. The Board of Directors of the Condominium Association shall be responsible for interpreting the provisions of this Declaration and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

WITNESSES:

Jane Yeager Cheffy
Signature of Witness

Jane Yeager Cheffy

Printed Name of Witness

THIRD SOUTH, LLC, a Florida limited liability company

By: *James Berk*
JAMES BERK, Managing Member

Katrina Price
Signature of Witness

KATRINA PRICE

Printed Name of Witness

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 3rd day of October, 2007, by James Berk, as Managing Member of THIRD SOUTH, LLC, a Florida limited liability company, on behalf of said limited liability company. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



Jane Yeager Cheffy
NOTARY PUBLIC

Jane Yeager Cheffy
PRINTED NAME OF NOTARY

MY COMMISSION NO IS: DD613914

MY COMMISSION EXPIRES: 3/10/2011

EXHIBIT "A"

Lots 16, 17 and 18, Tier 5, PLAN OF NAPLES, per the plat in Plat Book 1, Page 8 of the Public Records of Collier County, Florida.

SKETCH OF SURVEY

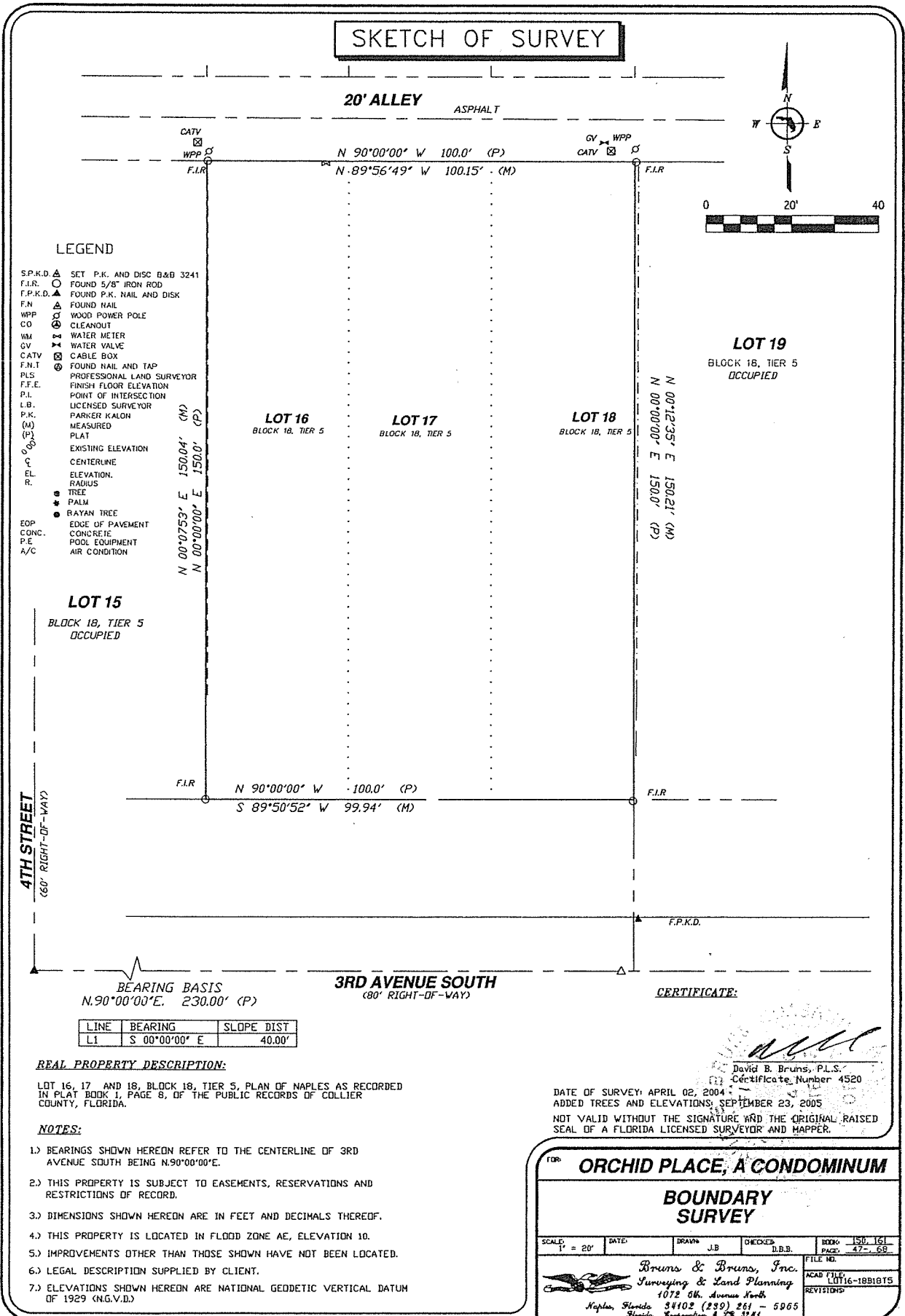
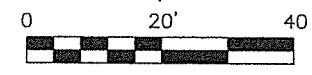
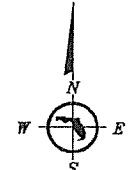


Exhibit "B"

ORCHID PLACE
A CONDOMINIUM



THIS EXHIBIT MAY HAVE BEEN REDUCED

MANHOLE
RIM EL = 10.0'
INVERT = 6.5'

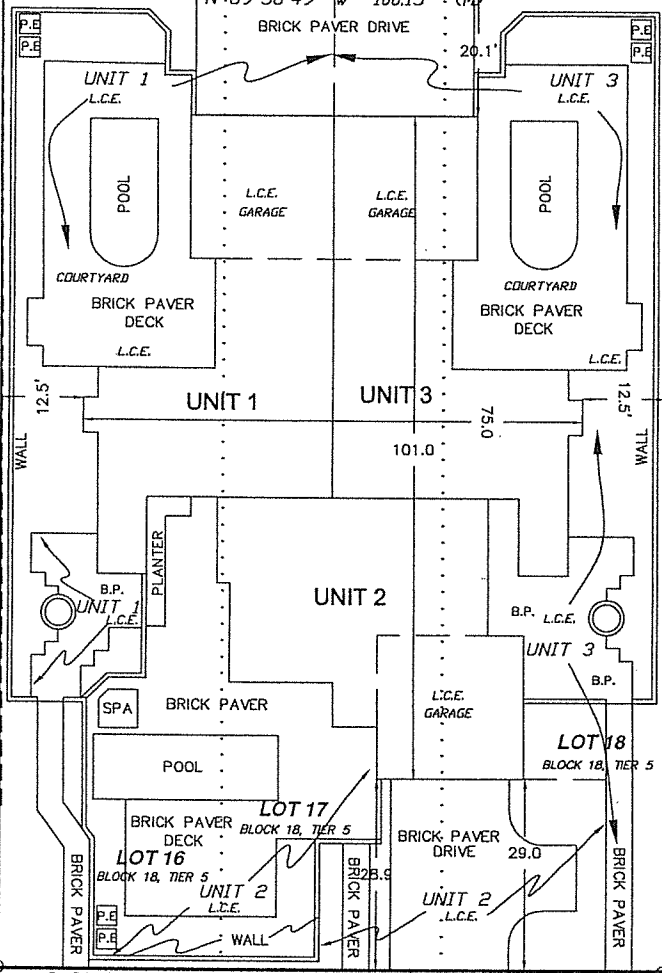
20' ALLEY ASPHALT

LEGEND

- S.P.K.D. SET P.K. AND DISC B&B 3241
- F.I.R. FOUND 5/8" IRON ROO
- F.P.K.D. FOUND P.K. NAIL AND DISK
- F.N. FOUND NAIL
- WPP WOOD POWER POLE
- CO CLEANOUT
- WM WATER METER
- GV WATER VALVE
- CATV CABLE BOX
- F.N.T. FOUND NAIL AND TAP
- PLS. PROFESSIONAL LAND SURVEYOR
- F.F.E. FINISH FLOOR ELEVATION
- P.I. POINT OF INTERSECTION
- L.B. LICENSED SURVEYOR
- P.K. PARKER KALON MEASURED PLAT
- (M) MEASURED
- (P) PLAT
- EXISTING ELEVATION
- CENTERLINE
- ELEVATION
- RADIUS
- UNITED COMMON ELEMENT
- EDGE OF PAVEMENT
- CONCRETE
- POOL EQUIPMENT
- BRICK PAVERS

LOT 15
BLOCK 18, TIER 5
OCCUPIED

LOT 19
BLOCK 18, TIER 5
OCCUPIED



4TH STREET
(60' RIGHT-OF-WAY)

5' CONCRETE SIDEWALK
S 89°50'52" W 99.94' (M)
N 90°00'00" W 100.0' (P)

BEARING BASIS
N.90°00'00"E. 230.00' (P)
3RD AVENUE SOUTH
(80' RIGHT-OF-WAY)

LINE	BEARING	SLOPE	DIST
L1	S 00°00'00" E		40.00'

REAL PROPERTY DESCRIPTION:

LOT 16, 17 AND 18, BLOCK 18, TIER 5, PLAN OF NAPLES AS RECORDED IN PLAT BOOK 1, PAGE 8, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

NOTES:

- 1.) BEARINGS SHOWN HEREON REFER TO THE CENTERLINE OF 3RD AVENUE SOUTH BEING N.90°00'00"E.
- 2.) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.
- 3.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
- 4.) THIS PROPERTY IS LOCATED IN FLOOD ZONE AE, REQUIRED ELEVATION 12.3' NGVD.
- 5.) IMPROVEMENTS OTHER THAN THOSE SHOWN HAVE NOT BEEN LOCATED.
- 6.) LEGAL DESCRIPTION SUPPLIED BY CLIENT.
- 7.) ELEVATIONS SHOWN HEREON ARE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D.)

DATE OF SURVEY: OCTOBER 1, 2007

David B. Bruns, P.L.S.
Certificate Number: 4520

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIRD SOUTH, LLC.

SITE PLAN AND
BOUNDARY
SURVEY

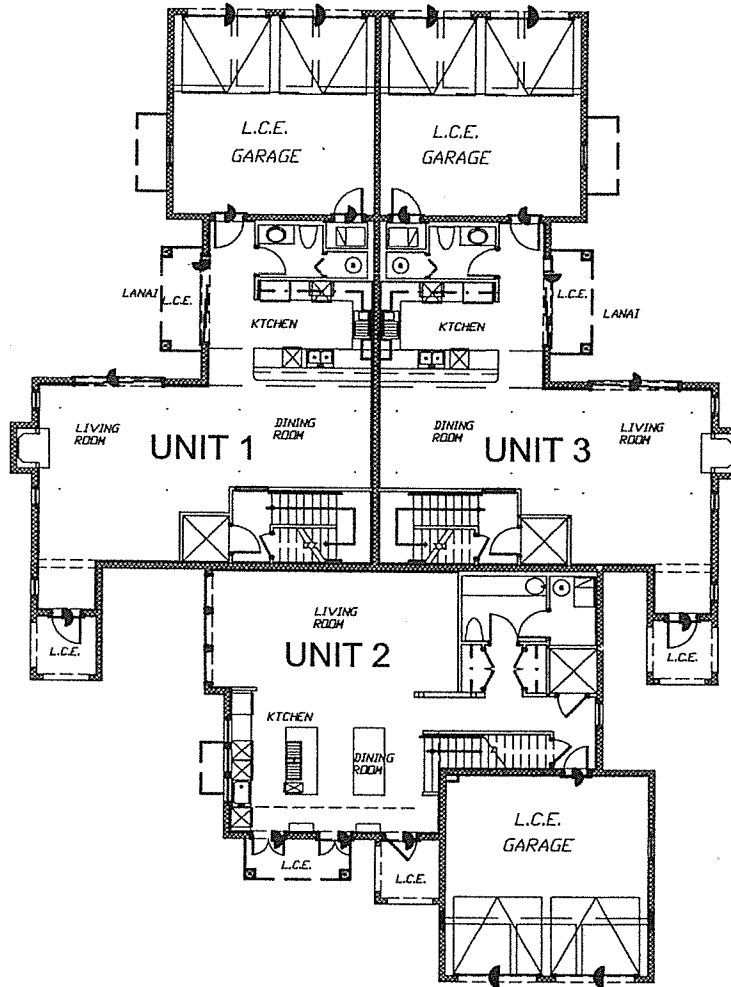
SCALE: 1" = 20'	DATE:	DRAWN: J.B.	CHECKED: D.B.B.	BOOK: 150, 161, 167
				PAGE: 47, 68, 69

Bruns & Bruns, Inc.
Surveying & Land Planning
1072 6th Avenue North
Naples, Florida 34102 (239) 261-5965
Florida Corporation # 28 5241

FILE NO.
ACAD FILE:
REVSTIONS:

OR: 4288 PG: 3146

ORCHID PLACE A CONDOMINIUM



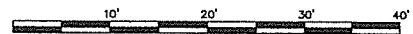
FIRST FLOOR PLAN

NOTES:

AIR CONDITIONING AND HEATING EQUIPMENT, GARAGES, PATIOS, TERRACES AND BALCONIES EXCLUSIVELY SERVING EACH UNIT ARE LIMITED COMMON ELEMENTS.
REFER TO THE PLOT PLAN FOR ADDITIONAL PROPOSED IMPROVEMENTS
ARCHITECTURAL DESIGN PROVIDED BY: JLT ARCHITECTURE & CONSULTING, LLC
PROPOSED IMPROVEMENTS ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

LEGEND:

L.C.E. LIMITED COMMON ELEMENT



SCALE 1" = 20'

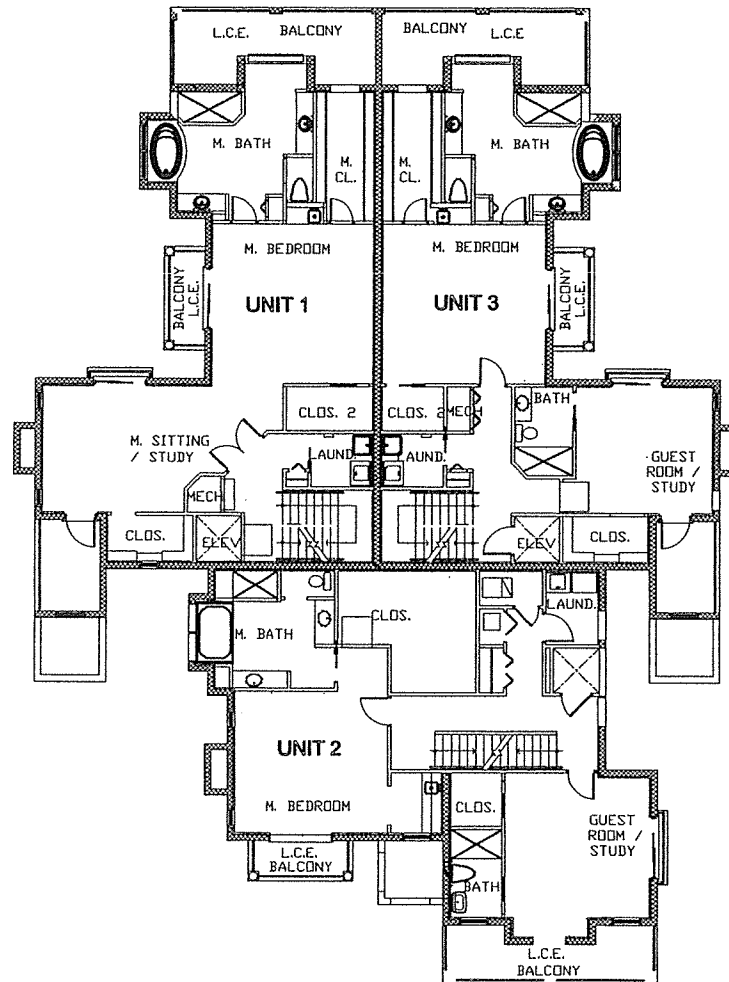
THIS EXHIBIT MAY HAVE BEEN REDUCED

REVISED: OCTOBER 2, 2007
THIS INSTRUMENT PREPARED BY:

Bruns & Bruns, Inc.
Surveying & Land Planning
1072 6th Avenue North
Corporation No. 25 3241
Naples, Florida 34102 (239) 261 - 5965

NEW 15TCONDORCH

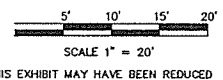
ORCHID PLACE A CONDOMINIUM



SECOND FLOOR PLAN

NOTES:

AIR CONDITIONING AND HEATING EQUIPMENT, GARAGES, PATIOS, TERRACES AND BALCONIES EXCLUSIVELY SERVING EACH UNIT ARE LIMITED COMMON ELEMENTS.
REFER TO THE PLOT PLAN FOR ADDITIONAL PROPOSED IMPROVEMENTS ARCHITECTURAL DESIGN PROVIDED BY: JLT ARCHITECTURE & CONSULTING, LLC
ALL IMPROVEMENTS ARE PROPOSED AS OF THE DATE OF THIS DRAWING.
PROPOSED IMPROVEMENTS ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.



LEGEND

L.C.E. LIMITED COMMON ELEMENT

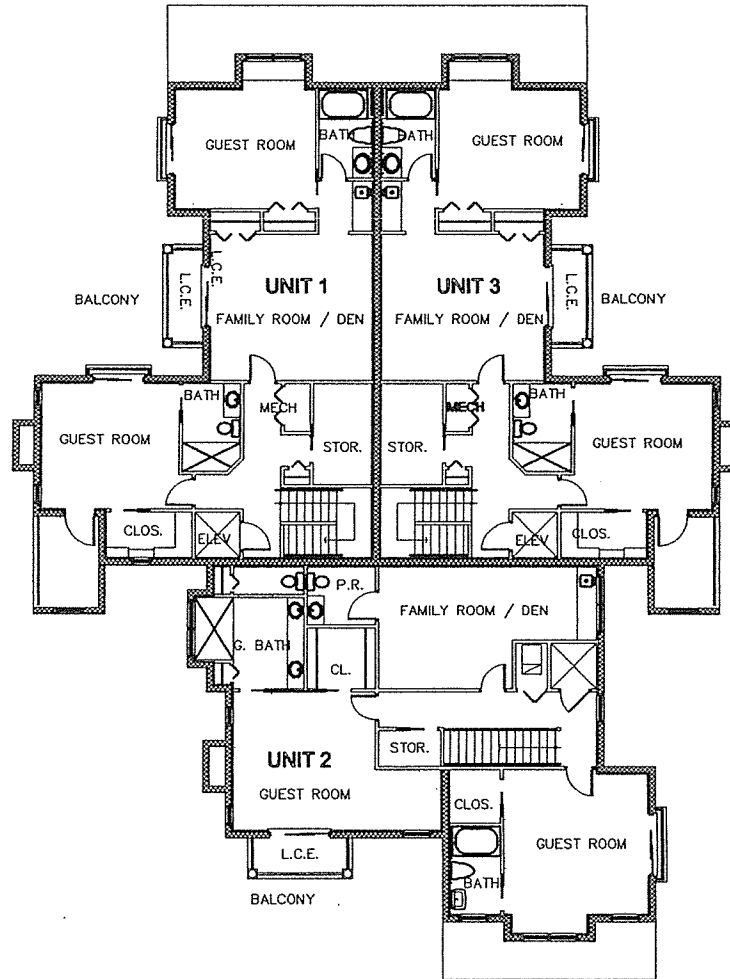
THIS INSTRUMENT PREPARED BY:



Bruns & Bruns, Inc.
Surveying & Land Planning
1072 6th Avenue North
Corporation No. LB 3241
Naples, Florida 34102 (239) 261 - 5965

X-2ndFloor-14-1

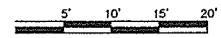
ORCHID PLACE A CONDOMINIUM



THIRD FLOOR PLAN

NOTES:

AIR CONDITIONING AND HEATING EQUIPMENT, GARAGES, PATIOS, TERRACES AND BALCONIES EXCLUSIVELY SERVING EACH UNIT ARE LIMITED COMMON ELEMENT.
REFER TO THE PLOT PLAN FOR ADDITIONAL PROPOSED IMPROVEMENTS
ARCHITECTURAL DESIGN PROVIDED BY: JLT ARCHITECTURE & CONSULTING, LLC
ALL IMPROVEMENTS ARE PROPOSED AS OF THE DATE OF THIS DRAWING.
PROPOSED IMPROVEMENTS ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.



THIS EXHIBIT MAY HAVE BEEN REDUCED

LEGEND

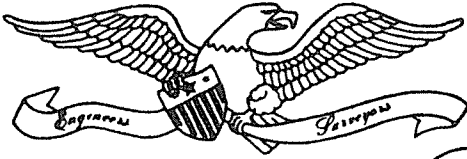
L.C.E. LIMITED COMMON ELEMENT

THIS INSTRUMENT PREPARED BY:



Brunns & Bruns, Inc.
Surveying & Land Planning
1072 6th Avenue North
Corporation No. LB 9241
Naples, Florida 34102 (239) 261 - 5965

X-3rdFloor-14-1



Bruns & Bruns, Inc.

1072 Sixth Avenue North
Naples, Florida 34102
(941) 261-5965
Corporation No.
L.B. 3241

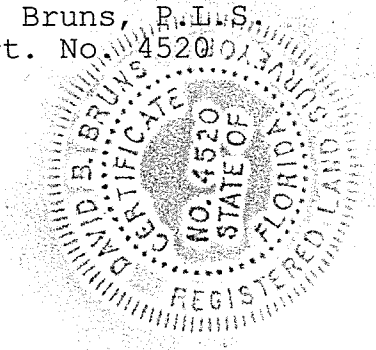
ORCHID PLACE
A CONDOMINIUM
SURVEYORS CERTIFICATE

I, David B. Bruns, P.L.S. of Naples, Florida certify as follows:


- 1) I am a registered land surveyor authorized to practice in the State of Florida, Certificate Number 4520.
- 2) This certificate is made as to ORCHID PLACE, A Condominium.
- 3) This certificate is further made in compliance with Florida Statutes 718.104 (4) (e).
- 4) The construction of the improvements for ORCHID PLACE are substantially complete so that the Declaration of Condominium, together with the exhibits thereto is an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common element and of each unit can be determined from these materials and all planned improvements, including, but not limited to, landscaping, utility services and access to the units and common element facilities serving ORCHID PLACE are substantially complete.

Dated this 2nd day of October, 2007.

David B. Bruns, P.L.S.
Fla. Cert. No. 4520



State of Florida



Department of State

I certify from the records of this office that ORCHID PLACE CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on December 13, 2005.

The document number of this corporation is N05000012478.

I further certify that said corporation has paid all fees due this office through December 31, 2005, and its status is active.

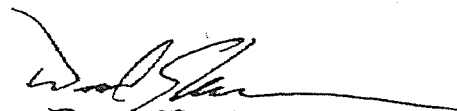
I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 505A00071891-121405-N05000012478-1/1, noted below.

Authentication Code: 505A00071891-121405-N05000012478-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fourteenth day of December, 2005




David F. Mann
Secretary of State

(((H05000283995 3)))

ARTICLES OF INCORPORATION**OF****ORCHID PLACE CONDOMINIUM ASSOCIATION, INC.**

(A corporation not for Profit)

We, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida as a corporation not for profit, and hereby adopt, the following Articles of Incorporation:

ARTICLE I - NAME AND REGISTERED OFFICE OF THE CORPORATION

The name of this corporation, hereinafter called the "Association", shall be ORCHID PLACE CONDOMINIUM ASSOCIATION, INC. Its initial principal place of business and registered office shall be 433 Third Avenue South, Naples, FL 34102. The Board of Directors may from time to time move the principal office of the Association to any other address in the State of Florida.

ARTICLE II - PURPOSE AND POWERS

Section 1. The purpose for which this Association is organized is to act as a governing "Association" within the meaning of the Condominium Act (Chapter 718, Florida Statutes) for ORCHID PLACE CONDOMINIUM (the "Condominium"), located in Naples, Collier County, Florida.

Section 2. The Association shall have all of the rights, powers, duties and functions of a governing association as set forth in the Condominium Act now or hereafter in effect, these Articles, and all powers and duties reasonably necessary to administer, govern, and maintain the Condominium pursuant to the Declaration of Condominium for the Condominium, as it may be amended from time to time (the "Declaration of Condominium"), including but not limited to the following:

(a) To make and collect assessments against members of the Association for the purpose of defraying the charges and expenses of the Condominium and of all other properties the Association shall hold, by whatever means, and operation of the Association. Assessments paid by unit owners shall be held in trust by the Association and used solely to pay: (1) the cost of repair of the Condominium property and other costs related thereto, and (2) the cost of administration of the affairs of the Association, including payment of applicable taxes and the preservation of the Association's existence, to the extent properly allocable to the performance of the Association's duties under the Declaration of Condominium, and (3) to pay all other common expenses as described in the Declaration of condominium. To the extent not expended in the year in which paid, assessments shall continue to be held in trust by the Association for the benefit of the members to be expended solely for the aforesaid purposes or, upon any termination of the Condominium, the unexpended portion shall be added to the common surplus for disbursement to the members or for maintenance reserves, at the discretion of the Board of Directors of the Association (the "Board of Directors").

- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To maintain, repair, replace and operate all Condominium property.
- (d) To purchase insurance upon Condominium property and all properties the Association shall hold and insurance for the protection of the Association and its members.
- (e) To improve the Condominium property further and, after casualty, to reconstruct improvements.

ORCHID PLACE CONDOMINIUM ASSOCIATION, INC.

Articles of Incorporation

Page 1

Exhibit "C"

(f) To approve or disapprove the transfer, by sale, rental, gift, devise, bequest, succession, or otherwise, and the ownership and encumbrance of Condominium units as may be provided by the Declaration of Condominium and by the Bylaws of the Association.

(g) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the rules and regulations for the use of the property of the Condominium.

(h) To contract for the maintenance, repair, replacement and operation of any and all of the Condominium properties and to delegate to a management contractor or contractors all powers and duties of this Association.

(i) To purchase, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association.

(j) To contract for the management, operation and upkeep of any and all property held or controlled by the Association.

(k) To encumber, mortgage, lease, convey or grant other possessory or use interests in any and all property which the Association may acquire or control, including, but not limited to, any recreational facilities.

(l) To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the law of the State of Florida with regard to maintenance of records.

(m) To select depositories for the Association funds.

(n) To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.

(o) To employ all personnel reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.

(p) To exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not for profit, and of an association within the meaning of the Condominium Act, reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.

(q) To enact and enforce rules and regulations concerning the use and enjoyment of the Condominium units, the common elements of the Condominium and of the property owned by the Association, including but not limited to rules and regulations pertaining to use of the parking facilities (including the designation of certain spaces for the benefit of particular Condominium unit owners).

Section 3. Any officer or director of the Association individually or any firm or corporation of which any officer or director of the Association shall be a member, stockholder, officer, director, employee, or agent, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of this Association, provided that the fact that he or such firm or corporation is so interested shall be disclosed or shall have been known to the Board of Directors or a majority thereof, prior to the making thereof. No contract or other transaction between this Association and any other such person, firm, or corporation, and no act of this Association shall in any way be affected or invalidated thereby. Any director of this Association who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of

this Association, which shall authorize any such contract or transaction with like force and effect as if he were not a director or officer of such other corporation or not so interested.

ARTICLE III - QUALIFICATION OF MEMBERS AND THE MANNER OF THEIR ADMISSION

Section 1. The subscriber constitutes the sole member of this Association until the recording of a Declaration of Condominium naming this Association as the association thereunder. Upon the recording of such a Declaration of Condominium, the Developer named therein, shall own all memberships in the Association. At such time as the purchase price is paid and the deed to a unit is issued, the owner thereof shall become a member.

Section 2. Ownership of a Condominium unit shall be a prerequisite to exercising any rights as a member of the Association. A Condominium unit may be owned by one or more persons or by a corporation, association, partnership, or trust.

Section 3. Membership shall not be transferable, except as provided herein or in the Declaration of Condominium. The membership of any Condominium unit owner shall terminate upon the termination of the Condominium, or upon transfer of his ownership in the Condominium unit, provided the transfer is accomplished in accordance with all provisions of the Declaration of Condominium. The transferor's membership shall automatically transfer and be vested in the new owner succeeding to the ownership interest in the Condominium unit, subject, except as may otherwise be provided in the Declaration of Condominium, to a lien thereon for all undischarged assessments, charges, and expenses. The Association may rely on a recorded deed as evidence of transfer of a Condominium unit and thereupon terminate the transferor's membership and recognize the membership of the transferee.

ARTICLE IV - TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE V - NAME AND RESIDENCE OF THE SUBSCRIBER

The name and address of the subscriber to these Articles is as follows:

<u>Name</u>	<u>Address</u>
James Berk	649 Fifth Avenue South, Naples, FL 34102

ARTICLE VI - OFFICERS

Section 1. The officers of the Association shall consist of a president, one or more vice-presidents, a secretary, a treasurer, and any assistants to such officers as the Board of Directors may deem appropriate from time to time. The same person may hold two offices.

Section 2. The names of the officers who are to serve until the first election are:

James Berk - President	649 Fifth Avenue South, Naples, FL 34102
Arthur Scheinholz - Vice President	649 Fifth Avenue South, Naples, FL 34102
Enrique Darer - Secretary/Treasurer	649 Fifth Avenue South, Naples, FL 34102

Section 3. Officers of the Association shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors. Any officer may be removed at any meeting by the affirmative vote of a majority of the members of the Board of Directors either with or without cause, and any vacancy in any office may be filled by the Board of Directors at any meeting thereof.

ARTICLE VII - BOARD OF DIRECTORS

Section 1. The affairs and business of this Association shall be managed and conducted by a Board of Directors consisting of not less than three (3) nor more than seven (7) persons.

Section 2. The names of the initial Board of Directors are as follows:

James Berk 649 Fifth Avenue South, Naples, FL 34102

Arthur Scheinholz 649 Fifth Avenue South, Naples, FL 34102

Enrique Darer 649 Fifth Avenue South, Naples, FL 34102

Section 3. At the expiration of the term of each initial director his successor shall be elected by the members of the Association to serve for a term of one year. A director shall hold office until his successor has been elected and qualified.

Section 4. Directors may be removed with or without cause, by a majority vote of the membership of the Association at any annual meeting or any special meeting duly called therefor.

Section 5. In the event of a vacancy on the Board of Directors by reason of death, resignation, or otherwise, a majority of the Board of Directors is authorized to fill the vacancy until the next annual meeting. If, after a written request of any member of the Association that the vacancy be filled, the Board of Directors fails or refuses to fill the vacancy for a period of ninety (90) days from the receipt of such notice, then the vacancy shall be filled by the members of the Association at a duly called meeting. Notwithstanding the foregoing, if the vacancy occurs in the position of a director appointed or elected by the Developer (as defined in Article III) and the Developer retains the right to appoint or elect such director, then the Developer shall fill the vacancy as it sees fit. Furthermore, if a vacancy occurs in the position of a director elected by the members of the Association other than the Developer, then his replacement shall be appointed by those members of the Board of Directors not appointed or elected by the Developer, and if there be none, by the members at a special meeting of the members of the Association called at least in part for the purpose. Directors of the Association elected or appointed to fill vacancies shall hold office for the unexpired term of the director being replaced or until removed as provided in this Article VII.

Section 6. Meetings of the Board of Directors and any committee thereof at which a quorum of the members of that committee are present shall be open to all Association members. Any Association member may tape record or videotape meetings of the Board of Directors subject to reasonable rules adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Board of Directors may adopt reasonable rules governing the frequency, duration, and manner of Association member statements. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium property at least 48 continuous hours preceding the meeting, except in an emergency. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding Condominium unit use will be proposed, discussed, or approved, shall be mailed or delivered to Association members and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with those 14-day notice requirement shall be made by an affidavit executed by the secretary of the Association and filed among the official records of the Association. Upon notice to the Association members, the

Board of Directors shall by duly adopted rule designate a specific location on the Condominium property upon which all notices of meetings of the Board of Directors shall be posted. Notice of any meeting in which regular assessments against Condominium unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Meeting of the Board of Administration means any gathering of a quorum of the members of the Board of Directors or other representative body responsible for administration of the Association, for the purpose of conducting Condominium business.

ARTICLE VIII - INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and directors of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees (including fees for appellate proceedings), reasonably incurred in connection with any proceeding or settlement thereof in which they may become involved by reason of holding such office, other than proceedings or claims resulting from willful misconduct or bad faith. The Association may purchase and maintain insurance on behalf of all officers and directors of the Association against any liability asserted against them or incurred by them in their capacity as officers or directors of the Association or arising out of their status as such.

ARTICLE IX - RIGHTS OF DEVELOPER

The Developer of the Condominium shall have full right and authority, but shall not be obligated, to manage the affairs of the Association and Condominium and shall have the exclusive right to remove and elect the directors of the Association (who need not be members). Provided, however, when Owners other than the Developer own fifteen percent (15%) or more of the Units, the Owners other than the Developer shall be entitled to elect one third of the Members of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the Members of the Board on the earlier of the following dates:

- A. Three (3) years after fifty percent or more of the Units have been conveyed to purchasers;
- B. Three (3) months after ninety percent or more of the Units have been conveyed to purchasers;
- C. When all of the Units have been completed, some of the Units conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business;
- D. Seven (7) years after recordation of the Declaration of Condominium or in the case of a condominium association which may ultimately operate more than one condominium, seven (7) years after recordation of the declaration for the first condominium it operates, or in the case of a condominium association operating a phase condominium created pursuant to Chapter 718 of the Florida Statutes, seven (7) years after recordation of the declaration creating the initial phase.
- E. When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business.

The Developer shall be entitled to elect at least one Member of the Board as long as it holds for sale in the ordinary course of business at least five percent of the Units.

ARTICLE X - BYLAWS

The Bylaws of the Association are to be made or approved by the Board of Directors initially and thereafter may only be amended, altered, modified, or rescinded by the action or approval of the members Of the Association, except that any such change of the Bylaws shall not affect the rights or interests of the Developer, or its successors or assigns, without the written consent of the Developer. Amendment of the Bylaws shall also be subject to the written consent of mortgagees of the Condominium property or Condominium units in accordance with the provisions of the Declaration of Condominium. The manner of altering, modifying, amending or rescinding the Bylaws shall be provided for in the Bylaws.

ARTICLE XI - AMENDMENTS TO THESE ARTICLES

Section 1. Amendments to these Articles of Incorporation shall be proposed by a resolution adopted by a two-thirds (2/3) vote of the Board of Directors. Such resolution shall then be presented to the membership of the Association. A majority vote of the voting interests cast at a duly called meeting of the members of the Association shall be necessary to amend the Articles of Incorporation.

Section 2. No amendment shall make any change in the qualifications for membership in the Association without approval in writing of all members of the Association. Such an amendment shall also be subject to the written consent of all record holders of mortgages upon any Condominium property and any Condominium unit and upon property held by the Association in accordance with the provisions of the Declaration of Condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

ARTICLE XII - VOTING

Section 1. Each Condominium unit shall be entitled to one vote at the Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner. In the event of a joint ownership of a Condominium unit, the vote to Which that unit is entitled may be exercised by one of such joint owners by agreement of the remainder of the joint owners and in accordance with the terms of the Declaration of Condominium; however, no split voting shall be permitted.

Section 2. Votes may be cast either in person, by proxy or by a voting trustee or trustees, each of whom may, but need not, be an officer or director of the Association, or affiliated with the Developer or its successors or assigns. If proxies are used at all for such purposes, only limited proxies shall be used for votes taken to waive or reduce reserves in accordance with Section 718.112(2)(f)2, Florida Statutes; for votes taken to waive financial statement requirements as provided by Section 718.111(14), Florida Statutes; for votes taken to amend the Declaration of Condominium pursuant to Section 718.110, Florida Statutes; for votes taken to amend these Articles of Incorporation or the Bylaws of the Association pursuant to Section 718.112, Florida Statutes; and for any other matter for which the Condominium Act requires or permits a vote of the Condominium unit owners. Notwithstanding the foregoing, no proxy, limited or general, shall be used in the election of the members of the Board of Directors. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the Association member executing it.

ARTICLE XIII - ADDITIONAL PROVISIONS

Section 1. No officer, director or member of the Association shall be personally liable for any debt or other obligation of the Association, except as provided in the Declaration of Condominium.

Section 2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its members, directors, or officers.

Section 3. Where the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

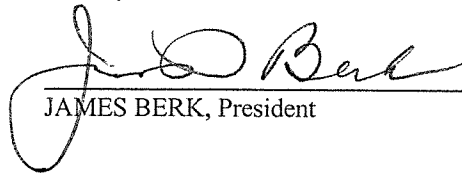
ARTICLE XIV - SEVERABILITY

Should any paragraph, sentence, phrase, portion or provision of these Articles or of the Bylaws or rules and regulations of the Association be held invalid, it shall not affect the validity of the remaining instruments.

ARTICLE XV - APPOINTMENT OF REGISTERED AGENT FOR SERVICE OF PROCESS

Pursuant to Section 48.091, Florida Statutes, JANE YEAGER CHEFFY, Esq., whose address is 2375 Tamiami Trail North, Suite 310, Naples, Florida 34103, is appointed registered agent for service of process upon the Association.

IN WITNESS WHEREOF, the subscribing incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed, as of December 12, 2005.

 (SEAL)
JAMES BERK, President

STATE OF FLORIDA

COUNTY OF COLLIER

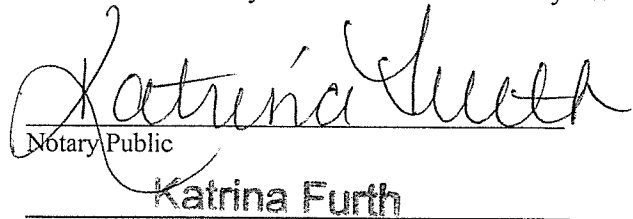
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JAMES BERK, (one of the following should be checked; if none are checked, he is personally known to me) who is personally known to me, or has produced _____ as identification and who did not take an oath, and is named in the foregoing instrument and that he acknowledged executing the same, in the presence of two subscribing witnesses, freely and voluntarily.

WITNESS my hand and official seal in the State and County last aforesaid this day of December 12, 2005.

(NOTARY SEAL)



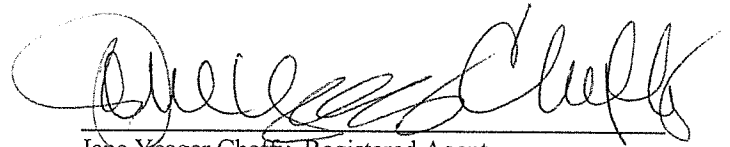
Katrina Furth
My Commission DD279571
Expires January 07 2008


Notary Public
Katrina Furth

Printed Name of Notary
My Commission No. Is: _____
My Commission Expires: _____

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been designated as agent for service of process within the State of Florida upon ORCHID PLACE CONDOMINIUM ASSOCIATION, INC., at the place designed in Article XV of the foregoing Articles of Incorporation, does hereby accept the appointment as registered agent for such corporation.



Jane Yeager Cheffy, Registered Agent

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**BYLAWS
OF
ORCHID PLACE CONDOMINIUM ASSOCIATION, INC.
A FLORIDA CORPORATION NOT FOR PROFIT**

ARTICLE I
NAME AND DEFINITIONS

The name of the Condominium Association is ORCHID PLACE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereafter referred to as the "Condominium Association."

The terms used in these Bylaws shall have the meanings as provided in the Declaration of Condominium of ORCHID PLACE, a Condominium.

ARTICLE II
MEMBERS AND MEETINGS OF MEMBERS

Section 1. Qualification. Every person or entity who is a record owner of a Condominium Unit, shall be a Member of the Condominium Association. If an Owner of a Unit is not a natural person, the subject entity shall designate a natural person who shall be the "primary occupant", and such natural person shall exercise that Unit's membership rights. Membership shall be appurtenant to, and may not be separated from ownership of any Unit which is subject to assessment. When any Unit is owned of record by two or more persons or other legal entity, all such persons or entities shall be Members.

Section 2. Voting Rights. The Members of the Condominium Association shall be entitled to one (1) vote for each Unit owned by them. The total votes shall not exceed the total number of Units. The vote of a Unit shall not be divisible. The right to vote may not be denied because of delinquent assessments. If a Condominium Unit is owned by one natural person, his or her right to vote shall be established by the record title to the Unit. If a Unit is owned jointly by two or more natural persons, that Unit's vote may be cast by any Owner present at the meeting at which the vote is taken. If two or more Owners of a Unit are present and cannot agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the Owner of a Unit is not a natural person, the vote of that Unit shall be cast by the Unit's primary occupant designated as set forth in Section 1 above.

A majority of votes cast in person or by proxy shall be sufficient for corporate action except where provided otherwise in these Bylaws, the Articles or the Declaration.

Section 3. Change in Membership. A change in membership in the Condominium Association shall be established by the recording in the Public records of Lee County, Florida, a deed or other instrument establishing a record title to a Unit. Thereupon the grantee in such instrument will become a Member of the Condominium Association and the membership of the prior Owner shall thereby be automatically terminated. Upon such transfer of title, the transferee shall notify the Condominium Association of such transfer and

provide to the Condominium Association an address to which all notices and correspondence should be sent. If the said transferee fails to provide such an address, the Condominium Association shall mail or deliver all notices and correspondence to the said transferee to the address of the Unit.

Section 4. Termination of Membership. The termination of membership in the Condominium Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Condominium Association during the period of his or her membership, nor does it impair any rights or remedies which the Condominium Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

Section 5. Annual Meetings. The first annual meeting of the Members shall be held in March following the first closing of a Unit in the Condominium, and each subsequent regular annual meeting of the Members shall be held in March at a date and time as may be determined by the Board each year thereafter.

Section 6. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of 10% of the Members who are entitled to vote.

Section 7. Notice of Meetings. Written notice, which notice must include an agenda, of each meeting of the Members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing or hand delivering a copy of such notice, postage prepaid, at least fourteen (14) days before such meeting to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Condominium Association, or supplied by such Member to the Condominium Association for the purpose of notice or hand delivered to each Member. However, if a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address which the Developer initially identifies for that purpose and thereafter as one or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or the Owners of the Unit do not agree, to the address provided on the deed of record. Such notice shall specify the place, day and hour of the meeting and shall include an agenda. The notice shall also be posted in a conspicuous place on the Condominium Property or Condominium Association Property, at least fourteen (14) continuous days preceding the meeting, unless there is no Condominium Property or Condominium Association Property upon which to post a notice.

Section 8. Quorum. The presence at the meeting of at least one-half (1/2) of the Members entitled to vote in person or by proxy shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote shall have power to adjourn the meeting from time to time, until a quorum shall be present or be represented.

Section 9. Proxies. At all meetings of Members, each Member may vote in person or by limited proxy except in the election of the Board of Directors. All proxies shall be in writing and filed with the Secretary. Any proxy given shall be effective only for the specific meeting for which originally given

and any lawfully adjourned meetings thereof. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Unit. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

Section 10. Adjourned Meetings. If a quorum is not present at any duly called meeting of the Members, the majority of the voting interests present shall adjourn the meeting to a later date when a quorum may be obtained. When a meeting is adjourned, notice of the time and place of its continuance shall be given as provided in Section 7.

Section 11. Order of Business. The order of business at Member's meetings shall be substantially as follows:

- A. Collection of election ballots.
- B. Call of the roll and certification of quorum and proxies.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading and disposal of any unapproved minutes.
- E. Reports of Officers.
- F. Reports of Committees.
- G. Election of Directors.
- H. Unfinished Business.
- I. New Business.
- J. Adjournment.

Section 12. Minutes. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives and Board Members at all reasonable times and for a period of seven (7) years after the meeting.

Section 13. Action by Members Without Meeting. Any action required or permitted to be taken at a meeting of the Members (except the annual meeting and a meeting at which a vote is taken to waive or fund reserves), may be taken without a meeting if written consents, setting forth the action to be taken, are signed by the Members having not less than the minimum number of votes that would be necessary to take such action at a meeting, or a majority of the total votes of the entire membership, whichever is greater. Upon receiving the requisite number of written consents, the Board of Directors may take the authorized action upon adopting a resolution to that effect. Within ten (10) days after adopting the resolution, the board shall send written notice of the action taken to all Members who have not consented in writing. Nothing in this paragraph shall be construed in derogation of Members' rights to call a special meeting of the membership as elsewhere provided in these Bylaws.

ARTICLE III BOARD OF DIRECTORS: TERM OF OFFICE

Section 1. Number. The affairs of this Condominium Association shall be managed by a Board of at least three (3) directors initially appointed by the Developer.

Section 2. Term of Office. Each director elected by the Members shall hold office for a term of one (1) year.

Section 3. Removal.

A. Directors elected or appointed by Unit Owners other than the Developer may be removed from the Board, with or without cause, by the vote or agreement in writing by a majority of all the voting interests of the Unit Owners other than the Developer, in person or by proxy. For the purposes of establishing percentages of voting interests, and establishing a quorum, only Units owned by Unit Owners other than a Developer shall be counted.

B. Directors elected or appointed by the Developer may be removed from the Board, with or without cause, only by the Developer.

Section 4. Replacement.

A. If a vacancy occurs on the Board of Directors as a result of a recall by Unit Owners and less than a majority of the Directors are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors. If vacancies occur on the Board as a result of a recall and a majority or more of the Board Members are removed, the vacancies shall be filled in accordance with procedural rules adopted by the Division.

B. Subject to the provisions of Article III of these Bylaws, a vacancy in the Board previously occupied by an appointee of the Developer shall be filled as follows: only the Developer may vote to fill said vacancy, in which case, a quorum for purposes of that vote shall consist of a majority of Units owned by the Developer. A vacancy, other than as a result of a recall, on the Board previously occupied by a Board Member elected or appointed by Unit Owners other than the Developer shall be filled as follows: only the Unit Owners other than the Developer may vote to fill said vacancy, in which case, a quorum for purposes of that vote shall consist of a majority of Unit Owners other than the Developer.

C. Unless otherwise provided in this Section 4, any vacancy occurring on the Board before the expiration of a term may be filled by the affirmative vote of the majority of the remaining Directors, even if the remaining Directors constitute less than a quorum, or by the sole remaining Director. In the alternative, a Board may hold an election to fill the vacancy, in which case the election procedures must conform to the requirements of Article IV, Section 1 below. A Board Member appointed or elected under this section shall fill the vacancy for the unexpired term of the seat being filled.

Section 5. Compensation. No Director shall receive compensation for any service he or she may render to the Condominium Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 6. Eligibility. Any Unit Owner desiring to be a candidate for Board Membership shall comply with the provisions of Article IV below. A person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in

the jurisdiction of his or her residence is not eligible for Board Membership. The validity of an action by the Board is not affected if it is later determined that a Member of the Board is ineligible for Board membership due to having been convicted of a felony.

ARTICLE IV ELECTION OF DIRECTORS

Section 1. Notice and Election. The Board of Directors shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board of Directors in general elections. However, in the case of vacancies caused by recall, Unit Owners other than the Developer may vote, in person or by limited proxy, to fill a vacancy on the Board previously occupied by a Board Member elected by Unit Owners other than the Developer. And in the case of vacancies caused by recall, only the Developer may vote, in person or by limited proxy, to fill a vacancy on the board previously occupied by a Board Member elected or appointed by the Developer. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election. Any Unit Owners or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the Condominium Association not less than forty (40) days before a scheduled election. The Association shall mail or deliver a second notice of the election to all Unit Owners entitled to vote, together with a ballot which shall list all candidates no less than 14 days and no more than 34 days prior to the election. Upon request of a candidate, the Association shall include an information sheet, not larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of Members of the Board of Directors. No Unit Owner shall permit any other person to vote his or her ballot, and any such ballots improperly cast shall be deemed invalid. Any Unit Owners violating this provision may be fined by the Association in accordance with Section 718.303 of the Florida Statutes. The regular election shall occur on the date of the Annual Meeting. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

ARTICLE V MEETINGS OF DIRECTORS AND COMMITTEES

Section 1. Meetings. Meetings of the Board of Directors at which a quorum is present and any committee thereof at which a quorum of the Members of that committee are present shall be open to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board of Directors. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Condominium Association may adopt reasonable written rules governing the frequency, duration, and manner of Unit Owner statements.

Section 2. Notice. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least 48

continuous hours preceding the meeting except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the Members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding Unit use will be considered, shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Condominium Association. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property or Condominium Association Property upon which all notices of Board meetings shall be posted. If there is no Condominium Property or Condominium Association Property upon which notices can be posted, notices of board meetings shall be mailed or delivered at least fourteen (14) days before the meeting to the Owner of each Unit. Notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Committee Meetings. Meetings of a committee to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are subject to the provisions of this Article. Meetings of a committee that does not take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are exempted from the provisions of this Article.

Section 5. Written Agreement or Disagreement. A Member of the Board or a committee may submit in writing his or her agreement or disagreement with any action taken at a meeting that the Member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

Section 6. Telephone Conference. When any of the Board or committee members meet by telephone conference, those Board or committee members attending by telephone conference may be counted toward obtaining a quorum and may vote by telephone. A telephone speaker must be used so that the conversation of those Board or committee members attending by telephone may be heard by the Board or committee members attending in person as well as by any Unit Owners present at a meeting.

ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Power. The Board of Directors shall have power to :

A. Adopt and publish rules and regulations governing the use of the Common Elements and facilities, and the personal conduct of the Members, tenants and their guests thereon, and to establish penalties and fines for the infraction thereof;

B. Exercise for the Condominium Association all powers, duties and authorities vested in or delegated to this Condominium Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration of Condominium;

C. Employ a manager, an independent contractor, or such employees as they may deem necessary and to prescribe their duties; and

D. Appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Condominium Association and as permitted by these Bylaws and the Declaration.

Section 2. Duties. It shall be the duty of the Board of Directors to:

A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such statement is requested in writing by one-tenth (1/10) of the Members who are entitled to vote;

B. Supervise all officers, agents and employees of the Condominium Association and to see that their duties are properly performed;

C. As more fully provided in the Declaration to: (1) fix the amount of the annual assessment against each Unit at least thirty days in advance of each annual assessment period; (2) send written notice of each assessment to every Owner subject thereto at least fifteen days in advance of each annual assessment period; and (3) record and foreclose a lien against any property for which assessments are not paid within thirty days after due date or to bring an action at law against the Owner personally obligated to pay the same;

D. Issue, or to cause an appropriate officer to issue, upon demand by a person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

E. A unit owner controlled Association shall use best efforts to obtain and maintain adequate insurance to protect the Association, the Association Property, the Common Elements, and the Condominium Property, in the form of liability, hazard, and other types of insurance;

F. A Developer controlled Association shall use due diligence to obtain and maintain such insurance as set forth in subparagraph E above, and failure to do so shall constitute a breach of fiduciary responsibility by the Developer appointed members of the Board, unless said Members can show that despite such failure they have exercised due diligence;

G. Cause all officers or employees having fiscal responsibilities to be bonded, as and if they may deem appropriate and as required by law;

H. Cause the Common Elements to be maintained;

I. Prepare the annual budget;

J. Respond to a Unit Owner's written inquiry which has been delivered by certified mail, within thirty (30) days of the inquiry. The Board of Directors shall give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Bureau of Condominiums. The failure to act within thirty (30) days and to notify the Unit Owner within thirty (30) days after the action taken precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint.

K. Perform or act upon anything else required by law.

Section 2. Emergency Powers. In the event of any "emergency" the Board may exercise the emergency powers described in this Section and any other emergency powers authorized by law, including those stated in Subsections 617.0207 and 617.0303, Florida Statutes (2005), as amended from time to time.

A. "Emergency" For purposes of this section only, an "Emergency" exists only during a period of time that the Condominium or the immediate geographic area in which the Condominium is located is subjected to:

(1) a state of emergency declared by local civil or law enforcement authorities;

(2) a hurricane warning;

(3) a partial or complete evacuation order;

(4) Federal or state "disaster area" status; or

(5) a catastrophic occurrence whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Condominium, such as a hurricane, tornado, fire, tidal wave, earthquake, war civil unrest, or act of terrorism.

(6) An "Emergency" also exists for purposes of this section during the time when a quorum of the Board cannot readily be assembled because of the occurrence or impending occurrence of a catastrophic event such as a hurricane, earthquake, and act of war or terrorism.

B. A written declaration signed by any two (2) Directors or by the President and the Secretary that in their opinion, an Emergency exists, shall be presumed valid.

C. The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the officers to whom they are assistant during the period of the emergency, to accommodate the incapacity or non-availability of any officer of the Association.

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

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

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

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

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

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Condominium Association shall be a President and a Vice President, who shall at all times be Members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Condominium Association shall be elected annually by the Board and shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Condominium Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified, and unless otherwise specified therein, the acceptance of such resignation shall not be

necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article, however, no person shall simultaneously hold the office of President and Secretary.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

A. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments, promissory notes and checks.

VICE PRESIDENT

B. The Vice President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of him or her by the Board.

SECRETARY

C. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Condominium Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of Members; keep appropriate current records showing the Members of the Condominium Association together with their addresses and shall perform such other duties as required by the Board.

TREASURER

D. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Condominium Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all promissory notes of the Condominium Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Board; and deliver a copy of each to the Members.

ARTICLE VIII
BOOKS AND RECORDS

Section 1. Inspection by Members. The official records of the Condominium Association are open to inspection by any Condominium Association Member, the holder, insurer or guarantor of the first mortgage on any Unit or the authorized representative of such Member at all reasonable times. The records of the Association shall be made available to a Unit Owner within 5 working days after receipt of written request by the Board or its designee. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Condominium Association Member. The Condominium Association may adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying. The failure of the Association to provide the records within 10 working days after receipt of a written request shall create a rebuttable presumption that the Association willfully failed to comply with this section. A Unit Owner who is denied access to official records is entitled to the actual damages or minimum damages for the Association's willful failure to comply with this section. The minimum damages shall be \$50.00 per calendar day up to 10 days, the calculation to begin on the 11th working day after receipt of the written request. The failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records for inspection. The Condominium Association shall maintain an adequate number of copies of the Declaration, Articles of Incorporation, Bylaws and Rules, and all amendments to each of the foregoing, as well as the Questions and Answers Sheet provided for in Florida Statutes 718.504 and year-end financial information required by the Condominium Act on the condominium property to ensure their availability to Unit Owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the same. Provided, however, no record protected by the lawyer-client privilege or protected by the work-product privilege shall be accessible to Unit Owners.

ARTICLE IX
FISCAL MATTERS AND ASSESSMENTS

Section 1. Assessments. As more fully provided in the Declaration, each Member is obligated to pay to the Condominium Association assessments which are secured by a continuing lien upon the property against which the assessment is made. Assessments shall be paid not less frequently than quarterly in the discretion of the Board. Assessments shall be collected against Unit Owners in the proportions as provided in the Declaration. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate as allowed by law. In addition, the Condominium Association may charge an administrative late fee, not to exceed the greater of \$25.00 or 5% of each delinquent installment. Payments on account of delinquent assessments shall first be applied to interest, then to late fees, then to costs and attorneys fees and then to the delinquent payment. The Condominium Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Unit, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or her Condominium Unit.

Section 2. Bank Accounts. The Condominium Association shall maintain its accounts in such

financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Condominium Association funds in interest bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

Section 3. Budget. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to those expenses listed in Section 718.504 (21). 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 thereto shall show amounts budgeted therefor.

Any meeting at which a proposed annual budget will be considered by the Board or Unit Owners shall be open to all Unit Owners. At least 14 days prior to such a meeting the Board shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, a notice of such meeting and a copy of the proposed annual budget. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement and such affidavit shall be filed among the official records of the Association.

If the Board adopts in any fiscal year an annual budget which requires assessments against Unit Owners which exceed 115 percent of assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all voting interests. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least 14 days prior to such special meeting, the Board shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement and such affidavit shall be filed among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled.

Any determination of whether assessments exceed 115 percent of assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the condominium property, anticipated expenses of the Association which the Board does not expect to be incurred on a regular or annual basis, or assessments for betterments to the Condominium property.

If the Developer controls the Board, assessments shall not exceed 115 percent of assessments for the prior fiscal year unless approved by a majority of all voting interests.

Section 4. Reserves for Capital Expenditures and Maintenance. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building

painting and pavement resealing and resurfacing. The amount to be reserved shall be computed by a formula based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item, and such formula shall be set forth on the proposed budget. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. These reserves shall be funded unless the Members subsequently determine by majority vote of those present in person or by proxy at a duly called meeting to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Unit Owners as required above. However, prior to turnover of control of the Association by the Developer, the Developer may vote to waive the reserves or reduce the funding of reserves for the first 2 fiscal years of the Association's operation, beginning with the fiscal year in which the initial declaration is recorded, after which time reserves may be waived or reduced only upon the vote of a majority of all non-developer voting interests voting in person or by limited proxy at a duly called meeting of the Association. After the turnover, the Developer may vote its voting interest to waive or reduce the funding of reserves. Reserve funds and any interest accruing thereon shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a majority vote at a duly called meeting of the Association. However, prior to turnover of control of the Condominium Association by the Developer to Unit Owners other than a Developer, the Developer controlled Association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of non-developer voting interests, voting in person or by limited proxy at a duly called meeting of the Association.

Section 5. General Maintenance Reserves. The reserves may be waived or reduced by a majority of votes at a duly called meeting. Other reserves accounts may be established in addition to the statutory reserves. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved which will be restricted as to their use shall be shown in the proposed annual budget each year. Contingency "reserves" or funds and any other categories of expense which are not restricted as to use shall be stated in the operating portion of the budget rather than the reserve portion of the budget.

Section 6. Fidelity Bonds. The Condominium Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Condominium Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this section, the term "persons who control or disburse funds of the Condominium Association" includes, but is not limited to, those individuals authorized to sign checks, and the President, Secretary and Treasurer of the Condominium Association. The Condominium Association shall bear the cost of bonding.

Section 7. Financial Information. Within 90 days after the end of the fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within 21 days after the financial report is completed or received by the Association, the Association shall mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, or hand deliver to each Unit Owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the Unit Owner, without charge, upon receipt of a written request from the Unit Owner. The report shall consist of cash receipts

and expenditures in lieu of financial statements. Such report shall disclose the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expense classifications, including, but not limited to the following as applicable: costs for security, professional and management fees and expenses, taxes, costs for recreation facilities, expenses for refuse collection and utility services, expenses for lawn care, costs for building maintenance and repair, insurance costs, administration and salary expenses, and reserves accumulated and expended for capital expenditures, deferred maintenance and any other category for which the association maintains reserves. The Association may prepare or cause to be prepared, compiled, reviewed, or audited financial statements, without a meeting of or approval by the Unit Owners.

Section 8. Commingling. All funds collected by the Association shall be maintained separately in the Association's name. For investment purposes only, reserve funds may be commingled with operating funds of the Association. Commingled operating and reserve funds shall be accounted for separately and a commingled account shall not, at any time, be less than the amount identified as reserve funds. A manager or business entity required to be licensed or registered under F.S. Section 468.432, and no agent, employee, officer or director of the Association shall commingle any Association funds with his or her funds or with the funds of any other condominium association or community association.

Section 9. Application of Payments. All payments on account by a Unit Owner shall be applied first to interest, then to any administrative late fee, then to costs and attorney fees incurred in collection and then to the delinquent assessment.

Section 10. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Condominium Association, a fine or fines may be levied upon a Unit Owner for failure of a Unit Owner, his or her tenants, family guests, invitees, or employees to comply herewith or with any rules or regulations provided the following procedures are followed:

A. Opportunity for Hearing. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of Unit Owners after reasonable notice of not less than fourteen (14) days, and the notice shall include:

- (1) A statement of the date, time and place of the hearing;
- (2) A statement of the provisions of the Declaration, Bylaws or Rules which allegedly have been violated; and
- (3) A short and plain statement of the matters asserted by the Condominium Association.

B. Opportunity for Response. The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Condominium Association. If the committee does not agree with the fine, the fine may not be levied.

C. Penalties. The Board of Directors may levy a fine against a Unit not to exceed \$100.00 per violation. 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 \$1,000.00.

D. Payment of Penalties. Fines shall be paid not later than five (5) days after notice of the imposition of the same.

E. Remedy. For nonpayment of fines, the Condominium Association shall have all of the remedies allowed by law.

F. Non-Exclusive Remedy. The fines provided for herein shall not be construed to be an exclusive remedy of the Condominium Association, and shall exist in addition to all other rights and remedies to which the Condominium Association may be otherwise legally entitled; however, any penalty paid by the offending Unit Owner shall be deducted from or offset against any damage which the Condominium Association may otherwise be entitled to recover by law.

ARTICLE X
CORPORATE SEAL

Section 1. Form. The Condominium Association shall have a seal in circular form having within its circumference the words ORCHID PLACE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, not for profit.

ARTICLE XI
AMENDMENTS

Section 1. Vote. These Bylaws may be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. Resolution of Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XII
TRANSFER OF CONDOMINIUM ASSOCIATION CONTROL; DEVELOPER'S RIGHT

Section 1. Members' Rights to Elect Board of Directors. When Owners other than the Developer own fifteen percent (15%) or more of the Units, the Owners other than the Developer shall be entitled to elect one-third (1/3) of the Members of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the Members of the Board on the earlier of the following dates:

A. Three (3) years after fifty percent (50%) or more of the Units have been conveyed to purchasers;

B. Three (3) months after ninety percent (90%) or more of the Units have been conveyed to purchasers;

C. When all of the Units have been completed, some of the Units conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business;

D. Seven (7) years after recordation of the Declaration of Condominium, or in the case of a condominium association which may ultimately operate more than one condominium, seven (7) years after recordation of the declaration for the first condominium it operates, or in the case of a condominium association operating a phase condominium created pursuant to Chapter 718 of the Florida Statutes, seven (7) years after recordation of the declaration creating the initial phase.

E. When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business. The Developer shall be entitled to elect at least one Member of the Board as long as it holds for sale in the ordinary course of business at least five percent (5%) of the Units.

Section 2. Developer's Rights. So long as the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer.

A. Any amendment to the Condominium Documents which would adversely affect the Developer's rights.

B. Any action by the Condominium Association that would be detrimental to the sales of Units by the Developer. However, an increase in assessments for common expenses shall not be deemed to be detrimental to the sales of Units.

Section 3. Transfer of Condominium Association Control. Within 75 days after the Unit Owners other than the Developer are entitled to elect a Member or Members of the Board of Directors, the Association shall call, and give not less than 60 days' notice of an election for the Members of the Board. The election shall proceed as provided by Florida law. The notice may be given by any Unit Owner if the Association fails to do so. Upon election of the first Unit Owner other than the Developer to the Board, the Developer shall forward to the Division, the name and mailing address of the Unit Owner Board Member. At the time that Unit Owners other than the Developer are entitled to elect a majority of the Directors of the Condominium Association, the Developer shall relinquish control of the Condominium Association, and the Unit Owners shall accept control. Simultaneously, or for the purposes of providing the financial records of the Association as required by Florida law, not more than 90 days thereafter, the Developer shall deliver to the Condominium Association all property of the Unit Owners and of the Condominium Association held or controlled by the Developer and all items and documents that the Developer is required to deliver or turn over to the Condominium Association under Florida law. The Developer may turn over control of the Condominium Association to Unit Owners other than the Developer prior to the above mentioned dates, in

its sole discretion, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Condominium Association. Provided at least sixty (60) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if Unit Owners other than the Developer refuse or fail to assume control.

ARTICLE XIII
MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Condominium Association shall begin on the 1st day of January and end on the 31st day of December of every year or as determined from time to time by the Board.

Section 2. Arbitration. Internal disputes arising from the operation of the Condominium among Unit Owners, the Condominium Association, their agents and assigns shall be resolved by mandatory non-binding arbitration under the provisions of Chapter 718 of the Florida Statutes.

Section 3. Certificate of Compliance. The Board of Directors may accept a certificate of compliance from a licensed electrical contractor or electrician as evidence of compliance of Condominium Units to the Condominium Fire and Life Safety Code.

Section 4. Florida Statutes. All provisions of section 718.112, (a) through (m) are deemed to be included in these Bylaws.

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