

Declaration-CC&Rs
The Ambassador Club of Naples Inc.

01264428

COLLIER COUNTY

1989 MAR 21 PM 8:59

RECORDED

001426

OR BOOK

PAG 01

REC 21200
 PRM 2250
 COC _____
 INT _____
 IND _____

**CERTIFICATE OF AMENDMENT
 OF DECLARATION OF CONDOMINIUM OF
 AMBASSADOR CLUB, A CONDOMINIUM
 AND BYLAWS OF
 THE AMBASSADOR CLUB OF NAPLES, INC.**

THE UNDERSIGNED, being the duly elected and acting President of THE AMBASSADOR CLUB OF NAPLES, INC., a Florida corporation not for profit, does hereby certify that at the annual meeting of the Members held on February 10, 1989, where a quorum was present, after due notice, all the resolutions set forth below were approved and adopted by the votes indicated for the purpose of amending and restating the Declaration of Condominium of AMBASSADOR CLUB, A CONDOMINIUM, as originally recorded at O.R. Book 545, Pages 576 et seq., Public Records of Collier County, Florida, and the Bylaws of the corporation.

1. The following resolution was approved by not less than 2/3 of the votes of the entire membership of the Association.

RESOLVED: That the Declaration of Condominium of AMBASSADOR CLUB, A CONDOMINIUM, be and is hereby amended and restated in its entirety, and the amendment and restatement is adopted in the form attached hereto, and made a part hereof; and

2. The following resolution was approved by not less than 2/3 of the votes of the entire membership of the Association.

RESOLVED: That the Bylaws of this corporation be and are hereby amended and restated in their entirety, and the amendment and restatement is adopted in the form attached hereto, and made a part hereof; and it is further

RESOLVED: That the officers of the Association are hereby instructed and authorized to cause the amendments to be filed of public record, together with a Certificate of Amendment, as required by law.

Date

March 8, 1989

Witness

Witness

THE AMBASSADOR CLUB OF NAPLES, INC.

By

President

(SEAL)

STATE OF FLORIDA
 COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 8th day of March, 1989, by L. V. Schneeberger, President of THE AMBASSADOR CLUB OF NAPLES, INC., on behalf of the Association.

Notary Public

(SEAL)

EXHIBITS TO DECLARATION

The following exhibits were recorded on August 16, 1973 together with the Declaration of Condominium of Ambassador Club, a Condominium, by Declaration created on the same date, at Book 545, Page 576 et seq., Public Records of Collier County, Florida. These exhibits, as previously amended to date, are hereby incorporated by reference as exhibits to the attached Amended and Restated Declaration of Condominium.

EXHIBIT "A" - SURVEY AND PLOT PLANS
EXHIBIT "B" - THERE WAS NO EXHIBIT "B"

In addition, the following Exhibits to the original Declaration are completely amended and restated, and the Restatements are attached hereto and recorded herewith:

EXHIBIT "C" - ARTICLES OF INCORPORATION OF ASSOCIATION
EXHIBIT "D" - BYLAWS OF THE ASSOCIATION

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

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

OF

AMBASSADOR CLUB, A CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

That heretofore on August 16, 1973, the original Declaration of Condominium of Ambassador Club, a Condominium (hereinafter the "Condominium") was recorded in Official Record Book 545, at Pages 576 et seq., of the Public Records of Collier County, Florida. That Declaration of Condominium is hereby amended in part and restated in its entirety as amended. Article VII is not being amended, but is renumbered as Section 15 herein.

1. SUBMISSION TO CONDOMINIUM OWNERSHIP: This Amended and Restated Declaration of Condominium is made by The Ambassador Club of Naples, Inc., a Florida corporation not for profit, hereinafter the "Association". The land described in this Declaration and the improvements located thereon have already been submitted to condominium ownership and use pursuant to the Florida Condominium Act. No additional property is being submitted to condominium ownership by this Declaration.

2. NAME AND ADDRESS: The name of this Condominium is Ambassador Club, a Condominium, and its street address is 1910 Gulf Shore Blvd. N., Naples, Florida 33940.

3. DESCRIPTION OF CONDOMINIUM PROPERTY: The land which was submitted to condominium ownership by the original Declaration (hereinafter the "Land") is legally described as follows:

Lot 4, Block R, The Moorings, Unit 2, as per plat thereof recorded in Plat Book 3, pages 83 and 84, Public Records of Collier County, Florida.

3.1 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 parcels. The acquisition of title to a unit, or any interest in the condominium property, or the lease, occupancy, or use of any portion of a unit or the condominium property, shall constitute an acceptance and ratification of all provisions of this Declaration and an agreement to be bound by its terms.

3.2 Construction. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan of condominium ownership.

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

4.1 "Apartment" has the same meaning as the term "unit" as defined in the Condominium Act.

4.2 "Apartment Owner" or "Owner" has the same meaning as the term "unit owner" as defined in the Condominium Act, except that for purposes of interpreting use and occupancy restrictions related to units, in cases where a primary occupant has been designated for a unit because of its ownership, the word "owner" refers to the primary occupant and not the record owner.

4.3 "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the units.

4.4 "Association" means The Ambassador Club of Naples, Inc., a Florida corporation not for profit, the entity responsible for the operation of this Condominium.

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

4.6 "Board of Directors" or "Board" means the representative body which is responsible for the administration of the Association's affairs, and is the same body referred to in the Condominium Act as the "Board of Administration".

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

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

(A) One natural person.

(B) A group of two or more natural persons living together, each of whom is related by blood, marriage or adoption to each of the others.

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

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

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

4.11 "Institutional Mortgagee" means the mortgagee (or its assignee) of a mortgage against a condominium parcel, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a condominium parcel which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

4.12 "Lease" means the grant by a unit owner of a temporary right of use of the owner's unit when the owner is not in residence for valuable consideration.

4.13 "Limited Common Elements" means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

4.14 "Occupant" or "Occupy", when used in connection with a unit, means any person who stays overnight in a unit.

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

4.16 "Primary Occupant" means the natural person approved for occupancy when title to a unit is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person.

4.17 "Rules and Regulations" means those rules and regulations promulgated by the Board of Directors, governing the use of the common elements and the operation of the Association.

4.18 "Voting Interest" means and refers to the arrangement established in the condominium documents by which the owners of each unit collectively are entitled to one vote in Association matters. There are thirty-two (32) units, so the total number of voting interests is thirty-two (32) votes.

5. DESCRIPTION OF IMPROVEMENTS: SURVEY AND PLANS:

5.1 Survey and Plot Plans. Attached to the original Declaration as Exhibit "A", and incorporated by reference herein, are a survey of the Land and plot plans, which graphically describe the improvements in which units are located, and which show all the units, including their identification numbers, locations and approximate dimensions and the common elements and limited common elements. Together with this Declaration, the exhibit is in sufficient detail to identify each unit, the common elements and limited common elements, and their relative locations and dimensions.

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

(A) Upper Boundaries.

- (1) Apartments next to roof - the plane of the underside of the roof slab above.
- (2) Other apartments - the plane of the under surfaces of the floor slab of the floor above.

(B) Lower boundary - plane of the under surfaces of the floor slab.

(C) Perimeter Boundaries. The perimeter boundaries of the unit shall be:

- (1) Exterior building walls - the exterior of the outside walls of the apartment building bounding an apartment and where there is attached to the building a balcony, porch, loggia, terrace, canopy, or other portion of the building serving only the apartment being bounded, such boundaries shall be deemed to include all of such structures and fixtures thereon.

- (2) Interior building walls - the center line of walls bounding the apartment from the adjacent apartment.

(D) Interior Walls. No part of the non-structural interior partition walls within an apartment shall be considered part of the boundary of a unit.

(E) Apertures. Where there are openings in any boundary, including, without limitation, windows, doors or skylights, the boundaries of the unit shall extend to the interior unfinished surfaces of the coverings of such openings, and their frameworks thereof. Therefore, windows, doors, screens and all framings, casings and hardware therefor, are excluded from the unit.

In cases not specifically covered in this Section 5.2, or in any case of conflict or ambiguity, the graphic depictions of the unit boundaries set forth in Exhibit "A" hereto shall control in determining the boundaries of a unit, except the provisions of 5.2(E) above shall control over Exhibit "A".

5.3 Unit Numbers. The individual units established, and which are capable of being individually conveyed, are numbered as follows:

1st floor - 101,102,103,104,105,106,107,108,109,110,111,112
 2nd floor - 201,202,203,204,205,206,207,208,209,210,211,212
 3rd floor - 301,302, 305,306,307,308, 311,312

6. CONDOMINIUM PARCELS; APPURTENANCES AND USE:

6.1 The Condominium contains thirty-two (32) units. The owner of each unit shall also own an undivided share in the common elements as follows:

- (A) Units numbered 103,203,104,204,109,209,110,210 include a fractional share interest of 2.75%.
- (B) Units numbered 101,201,301,102,202,302,105,205,305,106,206,306, 107,207,307,108,208,308,111,211,311,112,212,312 include a fractional share interest of 3.25%.

6.2 Appurtenances to Each Unit. The owner of each unit shall have certain rights and own a certain interest in the condominium property, including without limitation the following:

- (A) An undivided ownership share in the Land and other common elements and the common surplus, as specifically set forth in Sections 6.1 and 10.2 of this Declaration.
- (B) Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Amended and Restated Articles of Incorporation and Bylaws of the Association, attached hereto as Exhibits "C" and "D", respectively.
- (C) The exclusive right to use the limited common elements reserved for the unit, and the right to use the common elements.
- (D) An exclusive easement for the use of the airspace occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically.
- (E) Other appurtenances as may be provided in this Declaration and its exhibits.

Each unit and its appurtenances constitutes a "condominium parcel".

6.3 Use and Possession. A unit owner is entitled to exclusive use and possession of his unit. He is entitled to use the common elements in accordance with the purposes for which they are intended, but no use of the unit or of the common elements may unreasonably interfere with the rights of other unit owners or other persons having rights to use the condominium

property. No unit may be divided or any fractional portion sold, leased 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 Association, through its Board of Directors, as provided in Section 7 of the Bylaws.

7. COMMON ELEMENTS; EASEMENTS:

7.1 Definition. The term "common elements" means all portions of the condominium property not included within the units, and includes without limitation the following:

- (A) The Land.
- (B) All portions of the buildings and other improvements on the land not included within the units, including limited common elements.
- (C) Easements through units for conduits, ducts, plumbing, wiring, and other facilities for furnishing utility services to units and the common elements.
- (D) An easement of support in every portion of the Condominium which contributes to the support of a building.
- (E) The property and installations required for furnishing utilities and other services to more than one unit or to the common elements.

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

- (A) Utility and other Easements. The Association has the power, without the joinder of any unit owner, to grant easements such as electric, gas, cable television, or other utility or service easements, or relocate any existing easements, in any portion of the common elements, and to grant access easements or relocate any existing access easements in any portion of the common elements, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the units. The Association may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

(B) Encroachments. If any unit encroaches upon any of the common elements or upon any other unit for any reason other than the intentional act of the unit owner, or if any common element encroaches upon any unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

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

7.3 Restraint Upon Separation and Partition. The undivided share of ownership in the common elements and common surplus appurtenant to a unit cannot be conveyed or encumbered separately from the unit and shall pass with the title to the unit, whether or not separately described. No action shall lie for partition of the common elements. The shares in the funds and assets of the 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 the other units. The limited common elements and the units to which their use has been designated are as described in this Declaration and as further identified as Exhibit "A". The following common elements are hereby designated as limited common elements:

(A) Parking Spaces. There have been designated in Exhibit "A" certain numbered parking spaces as limited common elements. Parking spaces were initially assigned by recorded instrument to the exclusive use of units. Each unit shall always have the exclusive use of one assigned parking space. The cost of maintenance of all parking spaces shall be a common expense.

(B) Stairs. Any stairways, stairwells and railings which are attached to and which exclusively serve particular units are limited common elements for the exclusive use of the units which they serve. Maintenance, repair and replacement shall be the responsibility of the Association, and the cost shall be a common expense.

(C) 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 by the Association. The cost shall be a common expense.

- (D) Others. Any part of the common elements connected to or exclusively serving 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, shall be deemed a limited common element appurtenant to that unit, whether specifically described above or not. This paragraph includes windows, screens and doors, including all hardware and framings therefor.

8.2 Exclusive Use; Transfer of Use Rights. The exclusive use of a limited common element is an appurtenance to the unit or units to which it is designated or assigned. The right of exclusive use to each limited common element passes with the unit, whether or not separately described, and cannot be separated from it, except that the use rights to a particular parking place may be exchanged between units by the following procedure:

- (A) The unit owners desiring to exchange such use rights shall submit a written request to the Board of Directors who shall then execute a Certificate of Transfer which shall include the recording data identifying this Declaration and be executed in the form required for the execution of a deed.
- (B) The transfer of rights shall be complete and effective when the certificate is recorded in the Public Records of Collier County, Florida. The cost of recording shall be borne by the unit owners desiring the exchange or transfer.

9. ASSOCIATION: The operation of the Condominium is by The Ambassador Club of Naples, Inc., a Florida corporation not for profit, which shall perform its function pursuant to the following:

9.1 Articles of Incorporation. A copy of the Amended and Restated Articles of Incorporation of the Association is attached as Exhibit "C".

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

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

9.4 Membership. The membership of the Association shall be comprised of owners of the units, as further provided in the Bylaws.

9.5 Acts of the Association. Unless the approval or affirmative vote of the unit owners is specifically made necessary by some provision of the Condominium Act or these condominium documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the unit owners. The officers and Directors of the Association have a fiduciary relationship to the unit owners. A unit owner does not have the authority to act for the Association by reason of being a unit owner.

9.6 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act and the condominium documents. The Association may contract, sue, or be sued with respect to the exercise or nonexercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the condominium property and association property. The Association may impose fees for the use of common elements or association property.

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

9.8 Purchase of Units. The Association has the power to purchase units in the Condominium and to hold, lease, mortgage, or convey them, such power to be exercised by the Board of Directors.

9.9 Disposition of Property. Any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold, or otherwise encumbered or disposed of by the affirmative vote of a majority of the entire Board of Directors, without need for authorization by the unit owners.

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

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

10. ASSESSMENTS AND LIENS: The Association has the power to levy 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 Association, including both regular assessments for each unit's share of the common expenses as set forth in the annual budget and special assessments for unusual, nonrecurring or unbudgeted common expenses.

The Association may also levy special charges against any individual unit for any amounts, other than for common expenses, which are properly chargeable against such unit under this Declaration or the Bylaws. Assessments shall be levied and payment enforced as provided in Section 6 of the Bylaws and in this Section.

10.1 Common Expenses. Common expenses include all expenses of the operation, maintenance, repair, replacement or insurance of the common elements and association property, the expenses of operating the 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 and sewer service to the units shall be a common expense. If the Board of Directors determines that purchasing cable or satellite television programming service in bulk for the entire Condominium is in the best interest of the owners, the cost of such service shall be a common expense.

10.2 Share of Common Expenses. The owner of each unit shall be liable for a 3.125 percent share of the common expenses and shall own a 3.125 percent interest in the common surplus.

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

10.4 Who is Liable for Assessments. The owner of each unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the owner. Multiple owners are jointly and severally liable. Except as provided in Section 20.3 below, whenever title to a condominium parcel is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

10.5 No Waiver or Excuse from Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any common elements, by abandonment of the unit on which the assessments are made, or by interruption in the availability of the unit or the common elements for any reason whatsoever. No unit owner may be excused from payment of his share of the common expenses unless all unit owners are likewise proportionately excused from payment, except as provided below as to certain mortgagees.

10.6 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. Assessments and installments thereon shall become due, and the unit owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Association for payment. All payments on account shall be applied to interest, delinquencies, court costs and attorney's fees, other

charges, and regular or special assessments, in such manner and amounts as the Board of Directors may determine. The Association may refuse to accept a partial payment which bears a restrictive endorsement. No payment by check is deemed received until the check has cleared.

10.7 Acceleration. If any special assessment or regular installment as to a unit becomes more than thirty (30) days past due and a Claim of Lien has been recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the unit's annual assessment for that fiscal year as if said balance had originally been due on the date the Claim of Lien was recorded. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorneys fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the exercise, which notice shall be sent by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose as required by Section 718.116 of the Condominium Act, or may be sent separately.

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

10.9 Priority of Lien. The Association's lien for unpaid assessments shall be subordinate and inferior to a recorded first mortgage, but only to the extent required by law, and shall be superior to, and take priority over, any other mortgage regardless of when the mortgage was recorded. Any lease of a unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed.

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

10.11 Certificate As To Assessments. Within fifteen (15) days after request by a unit owner or mortgagee, the Association shall provide a certificate stating whether all assessments and other monies owed to the Association by the unit owner with respect to the condominium parcel have been paid. 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 protection maintenance, repair and replacement of the condominium property and restrictions on its alteration and improvements shall be as follows:

*see Amendment
11.1* 11.1 Association Maintenance. The protection, maintenance, repair and replacement of all common elements and association property (other than the limited common elements that are required to be maintained by the unit owner) shall be performed by the Association, and the cost is a common expense. The Association's responsibility includes, without limitation, all structural components of the buildings, all heating and air conditioning equipment, both inside and outside of the unit, electrical conduit, rough plumbing, and all installations located within one unit but serving another unit, or located outside the unit and furnishing utilities to more than one unit or the common elements. The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical and plumbing equipment or installations located within the unit. All incidental damage caused to a unit or limited common elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to additions and alterations made by the unit owner without prior Association approval as required elsewhere herein.

11.2 Unit Owner Maintenance. Each unit owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own unit and certain limited common elements. The owner's responsibility includes, without limitation, maintenance, repair and replacement of screens, windows and window glass, the interior side of the entrance door, all other doors within or affording access to the unit, electrical, mechanical and plumbing fixtures and outlets (including connections), appliances, carpeting and other floor coverings, door and window hardware and locks, and all interior partition walls which do not form part of the boundary of the unit. However, any insurance proceeds paid to the Association with respect to any loss or damage covered by the Association's insurance, which loss would otherwise be borne by the unit owner, shall be paid to the unit owner. The unit owner shall also have the following responsibilities:

(A) Balconies, Patios and Porches. Where a unit includes a balcony, patio or porch area, the unit owner who has the right to the exclusive use of said balcony, patio or porch area shall be responsible for the maintenance, care and preservation of the surface of the walls, floor and ceiling, within said area, if any; and any fixed and/or sliding glass doors in portions of the entrance way of said area, if any; and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs.

(B) Interior Decorating. Each unit owner is responsible for all decorating within his own unit, including painting, wallpapering, panelling, floor covering, draperies, window shades, curtains, lamps

and other light fixtures, and other furnishings and interior decorating. All units above the ground floor shall always have the floors covered with wall-to-wall carpeting, except in kitchens, bathrooms, balconies, patios or porches and utility rooms. Substitute floor coverings with substantially equivalent sound-deadening qualities may be used only with the prior approval of the Board of Directors.

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

(D) Modifications and Alterations. Regardless of anything in this Declaration to the contrary, if a unit owner makes any modifications, installations or additions to the interior or exterior of the unit or limited common elements, the unit owner and his successors in title shall be responsible for the insurance, maintenance, care and preservation of the modifications, installations or additions. See Section 11.4 with regard to making such modifications, installations or additions.

Sec 11.3
Page 1256
11.3 Maintenance Contracts. If there shall become available to the Association a program of contract maintenance for kitchen appliances or water heaters within units which the Board determines is to the benefit of the owners, the Board may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be common expenses. All maintenance, repairs and replacements not covered by the contracts shall be the responsibility of the unit owner.

✓ 11.4 Alteration to Units or Common Elements by Unit Owners. No owner shall make or permit the making of any material alterations or substantial additions to his unit or the common elements, or in any manner change the appearance of any exterior portion of the Condominium, without first obtaining the written consent of the Board of Directors. Any glass, screen, curtain, blind, shutter, awning, or other similar structure which may be installed where visible from outside the unit is subject to regulation by the Board of Directors. No owner may alter the landscaping of the common elements in any way without prior Board approval.

11.5 Alterations and Additions to Common Elements. The protection, maintenance, repair, replacement and insurance of the common elements is the responsibility of the Association and the cost is a common expense. The Board may authorize the making of material alterations or substantial additions to the common elements, but the Association shall make no material alterations of, nor substantial additions to, the common elements costing more than \$5,000 in the aggregate in any calendar year without prior approval of at least a majority of the voting interests. However, if work reasonably necessary to

protect, maintain, repair, replace or insure the common elements also constitutes a material alteration or substantial addition to the common elements, no prior unit owner approval is required.

11.6 Enforcement of Maintenance. If a unit owner fails to maintain his unit or its appurtenant limited common elements as required above, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including, without limitation, entering the unit, with or without consent of the tenant or unit owner, to repair, replace, or maintain any item which constitutes a health or safety hazard to other condominium property or residents. Any expenses incurred by the Association in performing work within the unit as authorized by this Declaration shall be charged to the unit owner, together with reasonable attorney's fees and other expenses of collection, if any.

11.7 Negligence; Damage Caused by Condition in Unit. Each unit owner shall be liable to the Association or to other unit owners for the expenses of any maintenance, repair or replacement of common elements or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or lessees. 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 person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance. If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the owner.

11.8 Association's Access to Units. The Association has an irrevocable right of access to the units for the purposes of protecting, maintaining, repairing and replacing the common elements and for any other purpose permitted by law. The Association's right of access includes without limitation entry for purposes of pest control and preventive maintenance of safety equipment such as smoke alarms as well as the right, but not the duty, to enter a unit and take remedial action under circumstances where the health or safety of residents may be endangered. 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 personal property within the unit. The Association may retain a pass-key to all units. No unit owner shall alter any lock, nor install a new lock, to prevent access when the unit is unoccupied, unless the unit owner provides the Association with a key.

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

12.1 Units. Each unit shall be occupied by a single family, its servants and guests, as a residence and for no other purpose.

12.2 Occupancy in Absence of Owner. If the owner and his family who permanently reside with him are absent, and the unit has not been leased, the owner (or his spouse, if any) may permit the unit to be occupied by his (or their) son or daughter, that person's spouse (if any), and their children, subject to the limitations in 12.4 below. Occupancy of the unit by any other persons shall be deemed a lease of the unit, regardless of whether consideration is being paid, and shall be permitted only in conformity with Section 13 below.

12.3 Occupancy When Owner is Present. There is no restriction on the number of guests, whether related or unrelated to the owner, who may occupy the unit when the unit owner is in residence; however judgment should be used to avoid overburdening the facilities.

12.4 Minors. There is no restriction on the ages of occupants of units. All persons under eighteen (18) years of age shall be closely supervised by an adult at all times while on the condominium property to ensure that such children do not become a source of annoyance to other residents.

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

12.6 Pets. The keeping of pets of any kind or description within the Condominium is prohibited.

✓ 12.7 Nuisances. No owner shall use his unit, or permit it to be used, in any manner which is unreasonably disturbing, detrimental, offensive 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 an immoral, 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.

12.8 Signs. No unit owner may post or display "For Sale", "For Rent", "Open House" or other similar signs anywhere on the condominium property.

13. LEASING OF UNITS: All leases of units must be in writing. A unit owner may lease only his entire unit, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be one natural person.

13.1 Procedures.

(A) Notice by the Unit Owner. An owner intending to lease his unit shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the first date of

YAS-100, Suite 210 Naples, Florida 33940

- (D) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days notice, without securing consent to such eviction from the unit owner.
- (E) Applications; Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying condominium assessments may not be delegated to the lessee.
- (F) Notice by the Board. Notice of disapproval shall be sent or delivered to the unit owner. To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least three (3) members.

13.2 Term of Lease and Frequency of Leasing. No unit may be leased more often than two (2) times in any calendar year, with the minimum lease term being thirty (30) days. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

13.3 Occupancy During Lease Term. No one but the lessee, his family within the first degree of relationship by blood, adoption or marriage, and their guests who were listed in the application for approval may occupy the unit. Overnight guests are limited to two persons per month, for a maximum of one week each per lease.

13.4 Occupancy in Absence of Lessee. If a lessee absents himself from the unit for any period of time during the lease term, his family within the first degree of relationship already in residence may continue to occupy the unit and may have house guests subject to all the restrictions in Sections 12 and 13.3 above. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the unit.

13.5 Use of Common Elements and Association Property. To prevent overtaxing the facilities, a unit owner whose unit is leased may not use the recreation or parking facilities during the lease term.

13.6 Regulation by Association. All of the provisions of the condominium documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a unit as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the condominium documents, designating the Association as the owner's agent with

the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

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

14.1 Forms of Ownership:

- (A) A unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.
- (B) Co Ownership. Co-ownership of units is permitted. If the co-owners are other than husband and wife, the Board shall condition its approval upon the designation of one approved natural person as "primary occupant". The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any twelve (12) month period.
- (C) Ownership by Corporations, Partnerships or Trusts. A unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the unit may be used as short-term transient accommodations for several individuals or families. The approval of a trustee, or corporation, partnership or other entity as a unit owner shall be conditioned upon designation by the owner of one natural person to be the "primary occupant". The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any twelve (12) month period.
- (D) Designation of Primary Occupant. Within thirty (30) days of the effective date of this provision, each owner of a unit which is owned in the forms of ownership stated in preceding subsections (B) and (C) shall designate a primary occupant in writing to the Association. If any unit owner fails to do so, the Board of Directors shall make the initial designation for the owner, and shall notify the owner in writing of its action.

- (E) Life Estate. A unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under 14.2 below. In that event, the life tenant shall be the only Association member from such unit, and occupancy of the unit shall be as if the life tenant was the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the unit. Any consent or approval required of association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights and shall be subject to Subsection (B), above.

14.2 Transfers.

- (A) Sale or Gift. No unit owner may dispose of a unit or any interest therein by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.
- (B) Devise or Inheritance. If any unit owner acquires his title by devise or inheritance, his right to occupy or use the unit shall be subject to the approval of the Board of Directors. The approval shall not be denied to any devisee or heir who was the prior owner's lawful spouse at the time of death, or was related to the owner by blood or adoption within the first degree.
- (C) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, his right to occupy or use the unit shall be subject to the approval of the Board of Directors (that person shall have no right to occupy or use the unit before being approved by the Board of Directors) under the procedures outlined in Section 14.3 below.
- (D) Committee Approval. To facilitate transfers proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least three (3) members. The Chairman of the committee shall be deemed a Vice-President, and as such shall be empowered to execute Certificates of Approval on behalf of the Association.

14.3 Procedures.

- (A) Notice to Association.

(1) Sale: Right of Notice to Other Unit Owners of Intent to Offer for Sale.

- (a) Notice of Intent to Offer. A unit owner intending to offer his unit for sale shall, at least twenty-one (21) days before

listing the unit for sale or accepting any offer to purchase from an outside party, give written notice to the Association of his intent, together with a good faith statement of the intended offering price, and an address and phone number at which the owner can be reached during the twenty-one (21) day period. The Association shall promptly transmit this information by mail or personal delivery to all other unit owners for the purposes of notifying them that the unit may be available and giving any interested owners an opportunity to make an offer to the selling unit owner. After the end of the twenty-on (21) day period, the selling owner shall be free to contract with any person regarding the sale of the unit, subject of course to the Association's right to approve purchasers.

(b) Notice of Intent to Sell. A unit owner who has accepted a contract to sell his unit shall give the Association written notice of his intent to sell at least thirty (30) days prior to the intended closing date, together with the name and address of the proposed purchaser, a copy of the executed contract for sale, and any other information the Association may reasonably require. The Association may require a personal interview with the proposed purchaser and his spouse (if any) as a precondition to approval.

(2) Gift, Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights unless approved by the Board, but may sell or lease the unit following the procedures in this Section or Section 13. Association approval shall not be denied for a transfer to the lawful spouse of a unit owner.

(3) Demand. With the notice required in Subsection (A)(1)(b) above, the owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser upon the same price and terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the unit determined as provided below.

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

(B) Board Action. Within twenty (20) days of receipt of the required notice and all information or appearances requested, or not later than sixty (60) days after the notice required by paragraph (A) above is received, whichever occurs first, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

(C) Disapproval.

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

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

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

(c) The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;

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

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

(f) The transfer to the person seeking approval would result in that person owning more than one (1) unit in the Condominium, except where that person would own not more than two (2) units, and is actively making a bona fide effort to sell the second unit; or

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

(2) Without Good Cause. If the Board disapproves without good cause, and if the owner or transferee has made the demand set forth in Section 14.3(A)(3), then within thirty (30) days after the Board

meeting at which the disapproval took place, the Board shall deliver in writing to the owner or transferee (hereafter "the seller") the name of an approved purchaser who will purchase the unit upon substantially the same price and terms as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two MAI appraisers, one selected by the seller and the other by the Association. The cost of the appraisals (and all other closing costs in cases where no sales contract is involved), shall be shared equally by the buyer and seller, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing. Real property taxes and condominium assessments shall be prorated and the parties shall bear their own attorneys fees, if any. The closing shall take place not longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure to close by seller shall constitute a breach of contract and shall entitle the purchaser to specific performance or damages.

(3) Default by Board or Purchaser. If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, or if the approved purchaser defaults in his purchase, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.

14.4 Exceptions. The provisions of Sections 14.2 and 14.3 are not applicable to a purchase at a judicial sale or to the acquisition of title by a mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure.

14.5 Unapproved Transfers. Any sale or transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board.

14.6 Fees for Processing Applications for Approval to Purchase or Lease. Whenever herein the Board's approval is required to allow the sale, lease, or other transfer of an interest in a unit, the Association may charge the owner a preset fee for processing the approval, such fee not to exceed the maximum amount allowed by law. No fee may be charged for approval of a renewal or extension of a lease with the same lessee.

15. INSURANCE. In order to adequately protect the condominium complex and its several owners against the elements and other insurable risks, the following provisions shall govern as to insurance:

15.1 Concerning Authority to Purchase Insurance.

- (A) The Board of Directors is hereby authorized to purchase insurance for the benefit of the Association, each family unit owner and their respective mortgagees, all as their respective interests may appear; and with provisions to issue certificates of insurance as may be required by mortgagees and/or owners;
- (B) The cost of all insurance so purchased shall be paid by the Association as a normal operating expense; and
- (C) Owners shall obtain any desired insurance on their own personal property, for their personal liability and for additional living expenses, all at their own expense; such personal liability insurance should contain a waiver of subrogation as to the corporation and other family unit owners.

15.2 Physical Damage Insurance Coverage.

- (A) Fire insurance with extended coverage and vandalism and malicious mischief endorsements shall be obtained by the Board of Directors covering all buildings and improvements on the condominium complex, including personal property that is a part of the common elements, together with bathroom and kitchen equipment initially installed (but excluding personal property, additions and/or alterations installed by the owners), together with all air conditioning and other service machinery and equipment, but excluding foundations and excavating costs;
- (B) The amount of coverage shall be the full replacement value of the buildings without deduction for depreciation.
- (C) The named insured shall be the corporation, the owners of all family units and mortgagees of record; all as their respective interests may appear;
- (D) The policy or policies shall contain a New York standard mortgage clause in favor of each mortgagee of a family unit, providing for payment of loss thereunder to such mortgagee as interests may appear, subject to loss payment provisions provided elsewhere herein;
- (E) Machinery insurance in the amounts and for the coverage as determined and recommended after a survey of such hazards by an insurance company or other competent engineer;
- (F) Plate glass insurance to cover exterior and interior plate glass (optional with Board of Directors);
- (G) All policies of physical damage insurance should preferably contain:

- (1) Waiver of subrogation as to the corporation, its officers and agents, all owners of family units and their families, servants, and guests.
- (2) Waiver of defense based upon co-insurance.
- (3) Waiver of defense based upon invalidity resulting from any act of the insured.
- (4) The policy may not be cancelled or substantially modified without at least 10 days' prior written notice to the insured and all mortgagees;
- (H) The original and duplicate originals of physical damage policies, and all renewals thereof, shall be delivered to the Board of Directors and to each mortgagee at least 10 days prior to expiration of the then current policies; when required, proof of payment of premiums may be submitted therewith;
- (I) Prior to obtaining any physical damage policy, the Board of Directors shall obtain an appraisal of the full replacement value of the buildings and other land improvements, including all family units and all common elements, without deduction for depreciation, to determine the amount of insurance to be carried;
- (J) Such other coverage as the Board of Directors may deem advisable.

15.3 Liability, Casualty and other Insurance.

- (A) Public Liability insurance covering the corporation, each member of the Board of Directors, the caretaker and other employees of the corporation, and all owners of family units (for other than their own personal liabilities) in the amount of not less than \$300,000.00 for bodily injury and property damage, to one person or to more than one person or to property arising out of a single event; such a policy should:

- (1) Cover cross liability claims of one insured against another.
 - (2) Cover waiver of subrogation as to owners, their families, servants and guests.
 - (3) Cover water damage legal liability.
 - (4) Cover on an "occurrence" basis.
 - (5) Stipulate that coverage is not affected or diminished by any reason of any insurance carried separately by an owner of any family unit; and
- (B) Such other coverage as the Board of Directors may deem advisable.

15.4 Insurance Loss Proceeds.

- (A) The insurance trustee shall be a bank with its principal place of business in Collier County, Florida, to be named by the Board of Directors, and which may be changed from time to time by the Board;
- (B) Fees and expenses of such trustee shall be considered a common expense of the corporation and paid as such;
- (C) The duty of the trustee shall be only to receive the proceeds paid and to hold and disburse the same for the benefit of the insured and any mortgagees, pursuant to the provisions of this paragraph;
- (D) The proceeds shall first be applied to the trustee's fees and expenses, and then to the cost of reconstruction, and repairs; any remainder shall be paid to the owners and their mortgagees as their respective interests may appear;
- (E) The Board of Directors is irrevocably appointed as agent for each owner of a family unit and for each mortgagee to adjust all claims and to execute and deliver releases upon payment of claims; this appointment shall not apply to the settlement of claims relative to any owners personal property or to any additions and/or alterations installed by an owner; and
- (F) In the event any insured loss does not exceed \$5,000.00, then the proceeds in settlement thereof shall be paid directly to the corporation for the purpose of repairing, restoring, or rebuilding the damaged areas.

15.5 So long as at least two apartments are habitable after a casualty, the loss shall be deemed partial and shall be repaired. Repairs shall be under the control and supervision of the Board of Directors and shall be such as to restore the building and other improvements as much as possible to their state and condition immediately before the loss; in the case of substantial damage, the services of a registered architect shall be engaged relative to such repairs.

15.6 In the event the insurance proceeds are insufficient to pay the trustee's fees and expenses and to make needed repairs and the corporation is obligated to make such repairs, the Board of Directors shall assess each owner his pro-rata share of such deficiency, with all funds so collected to be deposited with and disbursed by the insurance trustee the same as if they were insurance proceeds.

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

16.1 Damage to Units. Where loss or damage occurs within one or more units, any Association insurance proceeds on account of the loss or damage, less the deductible, shall be distributed to the owner(s) of the damaged unit(s) in shares as provided in Section 15 above. The owner(s) of the damaged unit(s) shall be responsible for reconstruction and repair.

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

- (A) The Board of Directors shall promptly obtain detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.
- (B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the common elements, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to their shares in the common elements for the deficiency. Such special assessments need not be approved by the unit owners. The special assessments shall be added to the funds available for repair and restoration of the property.

16.3 "Very Substantial" Damage. As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby less than two (2) units remain habitable. Should such "very substantial" damage occur then:

- (A) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration.
- (B) A membership meeting shall be called by the Board of Directors to be held not later than sixty (60) days after the casualty, to determine the opinion of the membership with reference to rebuilding or termination of the Condominium.

(1) If all unit owners and all holders of recorded liens do not agree to reconstruct the improvements, or if the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general type of unit, the Condominium shall be terminated.

(1) If all unit owners and lien holders vote in favor of reconstruction and against termination of the Condominium, the Association, through its Board of Directors, shall levy such assessments as may be necessary and shall proceed to negotiate and contract for necessary repairs and restoration. The special assessments (if any) shall be added to the funds available for repair and restoration of the property.

- (C) If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by the Board of Directors 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 restoration are from the insurance proceeds; if there is a balance in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be distributed to the unit owners, except as otherwise provided in Section 15 above.

16.5 Equitable Relief. In the event of damage to the common elements which renders any unit uninhabitable, and the damage is not repaired, reconstructed, or rebuilt within a reasonable period of time, the owner of the uninhabitable unit may petition a court for equitable relief, which may include a termination of the Condominium and a partition. 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 following the damage or destruction and is completed within nine (9) months thereafter.

16.6 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or according to different plans and specifications approved by the Board of Directors, by the owners of three-fourths (3/4) of the units, and by the Primary Institutional Mortgagee, if any.

17. CONDEMNATION:

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

17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the same manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

17.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be condominium property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of condemned units, if any, will be made whole, and any property damaged by the taking will be made usable in the

manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

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

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

- (A) **Restoration of Unit.** The unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be a common expense.
- (B) **Distribution of Surplus.** The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.
- (C) **Adjustment of Shares in Common Elements.** If the floor area of a unit is reduced by the taking, the number representing the share in the common elements appurtenant to the unit shall be reduced in the proportion by which the floor area of the unit is reduced by the taking, and then the shares of all unit owners in the common elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

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

- (A) **Payment of Award.** The amount of the award 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 mortgagees.
- (B) **Addition to Common Elements.** If possible and practical, the remaining portion of the unit shall become a part of the common elements and shall be placed in condition for use by some or all unit owners in a manner approved by the Board of Directors.
- (C) **Adjustment of Shares in Common Elements.** The shares in the common elements appurtenant to the units that continue as part of the Condominium shall be adjusted to distribute the ownership of the common elements among the 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. The additional funds required for conditioning the remaining portions of the unit (if any) for use as common elements, shall be raised by special assessment against all unit owners who will continue as owners of units after the changes in the Condominium affected by the taking. The assessments shall be made in proportion to the shares of those owners in the common elements after the changes affected by the taking.

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

17.8 Amendment of Declaration. Any changes in units and in the common elements, in the ownership of the common elements, and in the sharing of common expenses that are necessitated by condemnation shall be accomplished by amending this Declaration. Such amendment need be approved only by a majority of all the Directors. The consent of unit owners or lien holders is not 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 any time with the approval, in writing, of the owners of all of the units, and the holders of all liens on units.

18.2 Very Substantial Damage. If the Condominium, as a result of casualty, suffers "very substantial damage" to the extent defined in Section 16.3, and it is not decided as therein provided that it will be reconstructed or repaired, the condominium form of ownership of the property in this Condominium will thereby terminate without agreement.

18.3 General Provisions. Evidence of termination shall be by resolution of the corporation recorded in the Public Records of Collier County, Florida, and at such time each owner of an apartment shall deliver to the corporation his deed of conveyance for his apartment in which the corporation is named as Grantee; the Board of Directors shall then proceed to dispose of all the property of the corporation, upon terms satisfactory to the owners and record lienholders, and the proceeds remaining after such disposition shall be paid to the owners and record lienholders in accordance with each owner's interest; any lienholder shall be paid in the full before any payment is made to the owner of the encumbered apartment; should any owner fail for any reason to execute and deliver the required deed of conveyance, the Board of Directors shall have the authority to compel compliance in a court of equity.

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

18.5 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 Association, notwithstanding the fact that the Association itself may be dissolved upon a termination.

18.6 Provisions Survive Termination. The provisions of this Section 18 shall be deemed covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed.

19. OBLIGATION OF OWNERS:

19.1 Duty to Comply; Right to Sue. Each unit owner, his tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, this Declaration, the documents creating the Association, the Bylaws and the Rules and Regulations. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a unit owner against:

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

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

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

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

20. RIGHTS OF MORTGAGEES:

20.1 Approvals. Written consent of the institutional mortgagee of a unit 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 Sections 17.5(C), 17.6(C) and 17.8.

20.2 Notice of Casualty or 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 an affected unit shall be entitled to notice.

20.3 Mortgage Foreclosure. Except as otherwise provided by law, if the mortgagee of a first mortgage or an institutional mortgage of record acquires title to a condominium parcel as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer of title shall not be liable for the share of common expenses or assessments attributable to the condominium parcel, or chargeable to the former owner of the parcel, which came due prior to the mortgagees acquisition of title. Any unpaid share of common expenses which such acquirer is exempt from liability becomes a common expense collectible from all unit owners, including such acquirer and his successors and assigns. No owner or acquirer of title to a condominium parcel by foreclosure or by a deed in lieu of foreclosure may be excused from the payment of any assessments coming due during the period of such ownership.

20.4 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any unit, the Association, on behalf of one or more unit owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the unit at the foreclosure sale. Any mortgagee shall have an unrestricted, absolute right to accept title to the unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the unit at the foreclosure sale. If the Association or any of its members redeem the mortgage or cure the default, it or they shall have a lien against the unit for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past due assessment.

20.5 Right to Inspect Books. The Association shall make available to institutional mortgagees requesting same current copies of the condominium documents and the books, records and financial statements of the Association.

"Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

20.6 Financial Statement. Any institutional mortgagee is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

20.7 Lender's Notices. Upon written request to the Association, any institutional mortgagee shall be entitled to timely written notice of:

- (A) Any 60-day or longer delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds a mortgage.
- (B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- (C) Any proposed action that requires the consent of a specified number or percentage of mortgage holders.

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

21.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by at least ten percent (10%) of the voting interests.

21.2 Procedure. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.

21.3 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 (2/3rds) of the voting interests present in person or by proxy, and voting, at any annual or special meeting called for the purpose. Alternatively, amendments may be adopted without a meeting following the procedure set forth in Section 3.11 of the Bylaws.

21.4 Certificate; Recording. A copy of each adopted 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 Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

21.5 Proviso. No amendment may change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of a parcel shares the common expenses and owns the common surplus, unless the record owner of the unit and his institutional mortgagee, if any, consents in writing to the

amendment. This proviso does not apply to changes caused by condemnation or a taking by eminent domain as provided in Section 17. No amendment shall operate to unlawfully discriminate against any unit owner nor against any class of unit owners.

22. MISCELLANEOUS

22.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any exhibit attached thereto, shall not effect the remaining portions thereof.

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

22.3 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 Association's Bylaws, the Declaration shall control.

22.4 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. 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.

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

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name and its corporate seal to be affixed by its proper officers on the day and year first above written.

Signed in the presence of:

THE AMBASSADOR CLUB OF NAPLES, INC.

Witness

President

(SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 8th day of March, 1989 by L. V. Schneeberger, President of The Ambassador Club of Naples, Inc., a Florida corporation, on behalf of the corporation.

Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 12/31/90
BONDED THROUGH AMERICAN SURETY CO., INC.

(SEAL)

Role of the Board of Directors

General

1. The board of directors has a fiduciary duty to the unit owners and has the responsibility to act with the highest degree of good faith and to place the interests of the unit owners above the personal interests of the directors.
2. The board must abide by the condominium documents, the condominium laws and regulations and the rules of the association.
3. The board manages the day to day affairs of the association.
4. The board has the authority to levy assessments, and maintain, repair and replace the common elements or association property.
5. The board of directors may hire a property management firm subject to its own primary responsibility for such management.
6. Provide a substantive written response to an inquiry submitted to the board by certified mail. The response must be sent within 30 days, or within 60 days if the board requests a legal opinion, or within 10 days of receiving the division's advice, if the board requests advice from the division.
7. The association must make its records available for unit owner inspection within five working days after receiving a written request.

Meetings and Notices

1. Associations must provide at least 48 hours notice of board and committee meetings, posted conspicuously on the association property.
2. Notice of the annual meeting, the budget meeting, and any meetings at which the board will vote on a special assessment or changes to rules concerning unit use must be mailed or delivered to unit owners and posted on the condominium property at least 14 continuous days in advance of the meeting.
3. Written notification of any special assessment must state the specific purpose of the special assessment.
4. A copy of the proposed annual budget must be mailed or delivered to each unit owner.
5. The association must provide notice of any legal action by which the association may be exposed to liability in excess of insurance coverage so that unit owners may intervene and defend on their own behalf.
6. Board must allow unit owners or their designated representatives to speak at board and committee meetings subject to reasonable restrictions.
7. Associations must provide notification of a hearing before a committee of other unit owners before the board can levy a fine against a unit owner, if the documents provide that the association may impose a fine against a unit owner.

Elections

1. The association must provide by mail or personal delivery, a first notice of an election no less than 60 days prior to the election.
2. The association must provide a second notice of the election, along with a ballot, an inner envelope, an outer envelope, candidate certification form and copies of any timely submitted candidate information sheets, no less than 14 days prior to the election.

Association Finances

1. Unless the governing documents provide otherwise, the board of directors has the authority to levy assessments, including special assessments.

2. The board must prepare an annual budget of the revenues and expenses and send a copy to the unit owners at least 14 days prior to the budget meeting. The budget must include all estimated revenues and expenses and reserves for certain deferred maintenance and capital expenditures projects.
3. Within 90 days after the end of the fiscal year, or annually on a date provided in the bylaws, the association must prepare a financial report for the preceding fiscal year. No later than 120 days after the end of the fiscal year or other date as provided in the bylaws, the association must 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 must be prepared as follows:
 - a. If the association consists of 50 units or fewer, or has revenues of less than \$100,000, it must prepare a financial report of actual receipts and expenditures.
 - b. If the association consists of more than 50 units and has revenues of at least \$100,000, it must prepare a compiled, reviewed or audited financial statements, prepared in accordance with generally accepted accounting principles.

Role of the Unit owners

General

1. Each unit owner who is offering the unit for sale must provide to each person who has entered into a contract for the purchase of the condominium unit a copy of this governance form, a current copy of the declaration of condominium, articles of incorporation, bylaws and rules of the association, a copy of the latest annual financial report, and the document entitled "Frequently Asked Questions and Answers" that may be obtained from the association.
2. Unit owners must abide by the condominium documents, the condominium laws and regulations and the rules of the association.
3. Unit owners must pay their share of the common expenses. Failure to do so may result in liens or possible foreclosure by the association.
4. Unit owners may use the common elements in a manner that will not hinder or infringe on the rights of the other unit owners.
5. Unit owners must provide proof of the hazard and liability policy for their unit upon request by the association. A unit owner's failure to provide proof of insurance may result in the association purchasing a policy, and the cost of the policy, or the cost of any reconstruction undertaken by the association in the absence of such a policy, may become a lien on the unit.
6. Unit owners must provide the association access to their units during reasonable hours for the following purposes:
 - a. To maintain, repair or replace any common elements;
 - b. To prevent damage to the common elements or other units;
 - c. To maintain the unit as required by the declaration of condominium; or
 - d. To prevent damage to the common elements or to a unit or units.
7. Unit owners may not make any alterations to their units that would adversely affect the safety or soundness of the common elements or any portion of the association or condominium property the association maintains.

Unit Owners Rights

1. Unit owners may attend and participate in board and committee meetings except for meetings between the board or a committee and the association's attorney with respect to proposed or

- pending litigation when the meeting is held for the purpose of seeking or rendering legal advice.
2. Petition the association board to address an item of business at the next regular or special meeting of the board, if 20% of the voting interests petition the board.
 3. Unit owners may record board, committee or unit owner meetings subject to reasonable restrictions.
 4. Exclusive ownership and possession of their condominium unit.
 5. Membership in the association and full voting rights as provided in the declaration of condominium.
 6. Use the common elements and association property without paying a use fee unless provided for in the declaration of condominium, approved by a majority vote of the association, or unless the charges relate to expenses incurred by an owner having exclusive use of the common element or association property.
 7. Use the condominium's common elements, common areas and recreation facilities together with their invited guests, in accordance with the condominium documents and properly adopted rules and regulations of the association.
 8. Inspect the association's official records subject to the reasonable rules adopted by the association. Unit owners may make or obtain copies at the reasonable expense, if any, of the unit owner.
 9. Attend and participate in unit owner meetings.
 10. Vote on issues presented for a unit owner vote and elections.
 11. Bring any concerns or problems to the board of directors' attention.
 12. Apply to the circuit court of the county in which the condominium is located for a receiver if the association fails to fill vacancies on the board sufficient to constitute a quorum.
 13. Participate in the voluntary mediation or mandatory, non-binding arbitration processes to resolve certain disputes.
 14. Vote to cancel any grant or reservation made by a declaration, lease, or other document, and any contract made by an association prior to turnover of control to the unit owners other than the developer.
 15. Bring action for damages or injunctive relief or both against the association, another unit owner, a tenant or invitee.

Elections, Voting

1. Unit owners may submit a notice of their intent to be a candidate for election to the board no less than 40 days prior to the election.
2. Submit candidate information sheet no less than 35 days prior to the election.
3. Vote for the board by written, secret ballot or voting machine if there are more candidates than vacancies. Associations with 10 or fewer units may opt out of the statutory election procedures and hold elections as provided in their bylaws.
4. Unit owners may vote in person or by limited proxy for all matters (other than election of directors) in which the law provides that a vote of the unit owners must be taken. Examples of these issues include, but are not limited to: amending the governing documents, waiving reserves and altering the common elements.
5. Unit owners may vote at a meeting or by written agreement with a majority of all unit owners to recall any board member.

Association Budget

1. Unit owners may vote for an alternate budget if the developer controls the board and the adopted budget provides for assessments in excess of 115 percent of assessments for the prior fiscal year.

2. Petition the board for a special meeting of the owners to consider an alternate budget if a unit owner controlled board adopts a budget providing for assessments in excess of 115 percent of the previous year's assessments. Upon written application by 10 percent of the voting interests received within 21 days following the adoption of the budget the board shall call the special meeting of the association.

You should refer to the specific statutory section or rule for each cited provision. You may visit www.MyFlorida.com/dbpr/ or contact the Division at the address on this brochure to obtain a copy of the statute or the administrative rules.

Revised 11/08