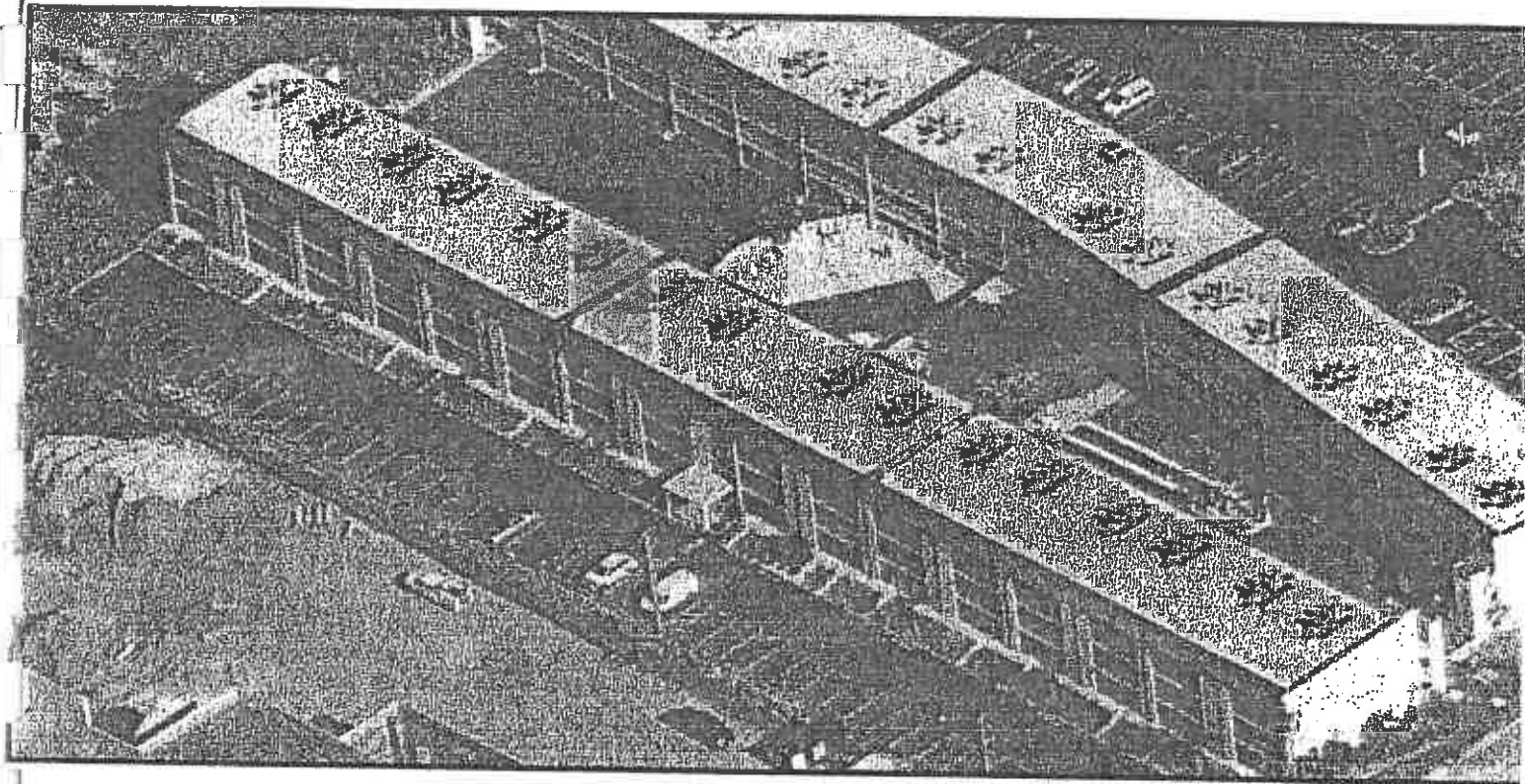


CHARLEVOI CONDOMINIUM ASSOCIATION, INC.

150 HARBORSIDE AVE

101

Punta Gorda FL 33950



THIS INSTRUMENT PREPARED BY
AND RETURN TO:
KEVIN L. EDWARDS, ESQ.
BECKER & POLIAKOFF, P.A.
630 S. ORANGE AVENUE
SARASOTA, FL 34236

BARBARA T. SCOTT, CLERK
CHARLOTTE COUNTY
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**CERTIFICATE OF ADOPTION OF
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
CHARLEVOI CONDOMINIUM
AND
AMENDED AND RESTATED BYLAWS OF
CHARLEVOI CONDOMINIUM ASSOCIATION, INC.**

Charlevoi Condominium Association, Inc., a Florida not for profit corporation organized and existing to operate Charlevoi Condominium, according to the Declaration of Condominium thereof as recorded in O.R. Book 443, page 95, et seq., Public Records of Charlotte County, Florida, as amended, hereby certify that the attached Amended and Restated Declaration of Condominium and Amended and Restated Bylaws which shall replace the original Declaration of Condominium and Bylaws, and prior amendments, were duly adopted in the manner provided in the governing documents of the Association at a duly convened membership meeting held February 2, 2004.

In witness whereof, the Association has caused this instrument to be executed by its authorized officers this 8 day of March, 2004, at Punta Gorda, Charlotte County, Florida.

WITNESSES:

CHARLEVOI CONDOMINIUM ASSOCIATION, INC.

BY: Walter B. Myers
Walter Myers, President

Imy Heck

Imy Heck
Printed Name

Cynthia D. Milburn

Cynthia D. Milburn
Printed Name

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 8 day of March, 2004 by Walter Myers, as President of CHARLEVOI CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced FDLM 62090235 0-308 as identification. If no type of identification is indicated, the above-named person is personally known to me.



Cynthia D. Milburn
Notary Public, State of Florida

Cynthia D. Milburn
Printed Name

My Commission Expires:

IMAGED IN PG

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
CHARLEVOI CONDOMINIUM**

In a Declaration of Condominium recorded at O.R. Book 443, Pages 96 et seq. of the Charlotte County Public Records on December 3, 1973, ("Original Declaration") the Condominium Developer did submit to condominium ownership pursuant to Chapter 718, Florida Statutes, known as the Condominium Act, that property situated in Charlotte County, Florida, more particularly described at Article 2 of the Original Declaration.

The submission of the land to the condominium form of ownership by that document is and will remain effective. It is the desire of the unit owners, however, to operate with modernized documents free of internal conflicts and obsolete references to the Developer. By adoption of this Amended and Restated Declaration of Condominium, the Association members hereby adopt certain amendments to the Declaration of Condominium and hereby restates the Declaration of Condominium and its Exhibits in its entirety. By adoption of this Amended and Restated Declaration of Condominium, the members of the Association ratify governance of the property described above under the condominium form of ownership and the provisions of Chapter 718, Florida Statutes (2003), as the same may be amended or renumbered from time to time.

1. **SUBMISSION TO CONDOMINIUM** – The lands located in Charlotte County, Florida, owned by Developer and described in Paragraph number Two following, are submitted to the condominium form of ownership.

2. **THE LAND** – Lands in Charlotte County, City of Punta Gorda, Florida, being described as follows:

Commence at the intersection of the northerly right-of-way of Marion Avenue (66' R/W) and the easterly right-of-way of Taylor Street (66' R/W); thence run North 41°41'25" West, 824.87 feet to a point 25 feet North of the North line of a 20-foot easement as recorded in O.R. Book 276 at page 114, public records of Charlotte County, Florida, said point also being the point of beginning; thence continue North 41°41'25" West, 470.00 feet; thence run North 48°01'48" East, 315.29 feet; thence run South 41°41'25" East, 287.02 feet; thence run South 23°38'07" East, 52.50 feet; thence run South 33°40'00" East, 134.23 feet to a point 25 feet North of the North line of aforementioned 20-foot easement; thence run South 47°57'55" West parallel to and 25 feet northerly of the North line of said easement 280.30 feet to the point of beginning.

hereinafter called "the land", and upon which Developer proposes to construct 80 single-family residential units and associated improvements designated CHARLEVOI CONDOMINIUM.

3. **NAME – ASSOCIATION** – The name of the condominium association herein formed shall be CHARLEVOI CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized and existing under the laws of the State of Florida. The said condominium association shall have all of the powers heretofore held by CHARLEVOI CONDOMINIUM ASSOCIATION, an unincorporated entity pursuant to Chapter 718, Florida Statutes.

4. **DEFINITIONS** – The terms used herein shall have the meanings stated in the Condominium Act (Florida Statutes, Chapter 718) and as follows unless the context otherwise requires:

4.1 **“Act” or “Condominium Act”** means the Condominium Act, (Chapter 718 of the Florida Statutes) as it now exists or as may be amended from time to time including the definitions therein contained.

4.2 **“Apartment”** means a Unit of the Condominium and includes the appurtenant balcony.

4.3 **“Apartment Owner” or “Owner”** has the same meaning as the term “Unit Owner” as defined in the Condominium Act, except that for the purpose 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.

4.4 **“Articles”** means Articles of Incorporation as attached hereto as Exhibit “E”.

4.5 **“Assessment”** means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against the Unit Owner.

4.6 **“Association”** means Charlevoi Condominium Association, a Corporation Not-for-Profit.

4.7 **“Association Property”** means all real property, owned or leased by the Association for the use and benefit of the unit owners.

4.8 **“Board of Directors” or “Board” or “Directors” or “Governors”** means the representative body which is responsible for the administration of the Association’s affairs, and is the same body that is sometimes referred to in the Condominium Act as the “Board of Administration”. Each Director must be a member, or Primary Occupant (in case of units that are required to designate a Primary Occupant), the spouse of a member or Primary Occupant, the grantor of a trust described in Section 733.707(3), Florida Statutes (2003), or a beneficiary as defined in Section 737.303(4)(b), Florida Statutes (2003) of a trust which owns a Unit, or the spouse of such party.

4.9 **“Bylaws”** mean the Bylaws of the Association as attached hereto as Exhibit “A”.

4.10 "Charge" means any legal or equitable indebtedness to the Association incurred by, or on behalf of, a unit owner, other than assessments for Common Expenses. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Condominium Documents.

4.11 "Common Elements" means the portions of the Condominium property which are not included in the Units, and include tangible personal property required for maintenance and operation of the Condominium. The common elements also includes easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the common elements, an easement of support in every portion of a Unit which contributes to the support of the building, including but not limited to all load bearing interior walls within the units, the property and installations required for the furnishing of utilities and other services to more than one Unit or to the common elements and any other parts of the condominium property designated as common elements in this Declaration.

4.12 "Common Expenses" means all expenses and assessments that are properly incurred by the Association for the Condominium. The term includes expenses of administrative, maintenance, operation, repair, and replacement of the Common Elements and portions of the Units that are to be maintained by the Association. Common expenses are those expenses for which unit owners are liable to the Association, including but not limited to expenses of administration, maintenance and operation of the Association. Common Expenses include, but are not limited to, such items as cost of premiums for hazard and public liability insurance, repairs, replacements and expenses of upkeep, lawn service, pool service, janitor service, accounting and legal fees, wages and fees for managerial and other services, and reasonable and adequate reserves, all as may be required in the maintenance and management of this Condominium. To the extent that there are expenses of bulk cable television, such expenses are specifically considered common expenses. Common expenses also include reasonable insurance for directors and officers, road maintenance and operation expenses, master antenna television, and security services, which are reasonably related to the general benefit of the unit owners even if such expenses do not attach to the common elements or property of the condominium. The term also includes:

- i. Expenses declared "Common Expenses" by provisions of this Declaration of Condominium, the Articles of Incorporation or the Bylaws;
- ii. Any valid charge against Condominium property as a whole;
- iii. Charges for utility services, except those metered separately to each Unit; and
- iv. Charges for pest control on the Common Elements; and

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

4.14 **"Condominium"** means that form of ownership of real property which is created pursuant to Chapter 718, Florida Statutes, which is comprised of Units that may be owned by one or more persons, and in which there is appurtenant to each Unit an undivided share in Common Elements.

4.15 **"Condominium Documents"** means this Declaration; the Surveyor's Plat copies of which are attached hereto as Exhibit "B"; Articles of Incorporation of Charlevoi Condominium Association, Inc. attached as Exhibit "E"; Bylaws attached hereto as Exhibit "A", and Rules and Regulations attached as Exhibit "C".

4.16 **"Condominium Parcel"** means a Unit, together with the undivided share in the Common Elements appurtenant to the Unit.

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

4.18 **"County"** means the County of Charlotte, State of Florida.

4.19 **"Declaration"** or **"Declaration of Condominium"** means this instrument, and as it may be amended from time to time.

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

4.20.1 One natural person, his spouse, if any, and their custodial children, if any.

4.20.2 Not more than two natural persons not meeting the requirement of 4.20.1 above, but who customarily reside together as a single housekeeping unit, and the custodial children of said parties, if any. The reference to "natural" herein is intended to distinguish between any individual between an individual and a corporation or other artificial entity.

4.21 **"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.

4.22 **"Guest"** means any person who is not the unit owner or a lessee, 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. Unit owners or lessees must be in residence while a Guest is staying in the unit.

4.23 "Lease" means the grant by a unit owner of a right of use of the owner's unit where there is a written lease agreement or monetary consideration.

4.24 "Limited Common Elements" shall include property which is reserved for the use of a certain unit to the exclusion of other units as reflected on the condominium plat or in this Declaration. Whenever a portion of the Condominium Property naturally and exclusively services a particular unit, and where the area in question lies outside of the boundaries of the unit, the delegation of maintenance responsibility for the area (e.g. air conditioning compressors) shall serve to define the area as a limited common element.

4.25 "Residential Condominium" means a Condominium consisting of Condominium Units that are intended for use as private, temporary or permanent residences of its owners or lessees and as housing for maintenance, managerial, janitorial, or other operational staff of the Condominium.

4.26 "Rules and Regulations" means those rules and regulations promulgated by the Board of Directors, governing the use, occupancy, alteration, maintenance, transfer and appearance of units, common elements and limited common elements, subject to any limits set forth in the Declaration of Condominium.

4.27 "Special Assessment" means an assessment levied against Unit Owners other than the Annual Assessment required by a budget adopted annually.

4.28 "Unit" means a part of the Condominium property that is subject to exclusive ownership.

4.29 "Unit Owner" means (i) an individual who has taken and holds title to a Unit pursuant to Section 19, (ii) an individual who is a qualifying beneficiary of a land or living trust that has taken and holds title to a Unit pursuant to Sections 18 and 19.

4.30 "Utility Services" includes electric power, hot and cold water, garbage and sewer disposal, and cable-television facilities.

4.31 "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 the Association matters.

The exhibits annexed hereto as constituted and as the same may from time to time be amended, are:

Exhibit "A" THE BY-LAWS OF CHARLEVOI CONDOMINIUM.

Exhibit "B" THE "SURVEYOR PLANS": The site plans, the floor plans showing the improvements, individual units and numbers, elevations and construction details prepared by: H.H. Johnson Associates, Inc. Architects and Engineers, 2150 W. First Street, Fort Myers, Florida.

Exhibit "C" RULES AND REGULATIONS OF CHARLEVOI
CONDOMINIUM ASSOCIATION

Exhibit "D" SCHEDULE OF PERCENTAGE OF OWNERSHIP by each
unit of the common elements.

Exhibit "E" ARTICLES OF INCORPORATION OF CHARLEVOI
CONDOMINIUM ASSOCIATION, INC.

5. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

A. **REAL PROPERTY** – Each unit, together with space within it, and together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of this declaration.

B. **BOUNDARIES** – Each unit shall be bounded as to both horizontal and vertical boundaries as shown on the surveyor plans, whether the same exist now or are created by construction, settlement or movement of the building, or permissible repairs, reconstruction or alterations. Said boundaries are intended to be as follows and shall be determined in the following manner:

(.1) **HORIZONTAL BOUNDARIES:** The upper and lower boundaries of the units shall be:

(i) **UPPER BOUNDARY** – The underside of the concrete slab above and abutting the unit, or the plane formed by the undersides of the wooden roof trusses on third floor apartments.

(ii) **LOWER BOUNDARY** – The upperside of the unfinished concrete slab below and abutting the unit.

(.2) **VERTICAL BOUNDARIES:** The vertical boundaries shall be:

(i) **EXTERIOR BOUNDARIES:** The exterior of the outside walls of the building except where there is attached to or in existence as a part of the building a balcony, terrace, canopy or other attachment serving only the unit being bounded, in which event the boundaries shall be such as will include all such structures.

(ii) **INTERIOR BOUNDARIES:** Where units share a common or party wall, the unit boundary shall be the centerline of such wall. Where units abut common element areas such as a central corridor or elevator shaft, the boundary shall be the exterior of such interior unit boundary wall.

a. **Screening.** All lanai screens accessible from the outside of the lanai, lanai screen doors and walkway window screens are the responsibility of the Association. Front door and front door screen doors are the responsibility of the unit owner.

b. **Air-Conditioning Units.** All air-conditioning units, wherever situated, including compressors, used exclusively by a Unit are a part of the Unit and not a Common Element.

(3) **INTERPRETATION** – in interpreting deeds, mortgages and plans, the existing physical boundaries of the unit shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed, mortgage or plan, regardless of settling or lateral movement of the buildings and regardless of minor variances between boundaries shown on the plan or in the deed and those of the buildings.

C. **EXCLUSIVE USE** – Each unit owner shall have the exclusive use of his or her unit.

D. **APPURTENANCES** – The ownership of each unit shall include, and there shall pass as appurtenances thereto whether or not separately described, all of the right, title and interest of a unit owner in the condominium property which shall include but not be limited to:

(1) **COMMON ELEMENTS** – an undivided share of the common elements, such undivided share to be that portion set forth hereinafter in Exhibit "D" attributable to the unit conveyed by deed to the unit owner.

(2) **EASEMENTS** – for the benefit of the unit as described herein. Easements are reserved through the Condominium property as may be required for utility services in order to serve the Condominium adequately, but easements through an Apartment are only according to the plans and specifications for the Apartment building, or as the building is constructed unless approved in writing by the Apartment Owner. The appurtenances to the units shall include an exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as it may be altered or reconstructed from time to time, which easements shall be terminated automatically in any air space which is vacated from time to time. In addition, the following easements from each unit owner to each other unit owner and to the Association and its employees, agents and hired contractors, to utility companies, unit owners' families in residence, guests, invitees and to governmental and emergency services are hereby granted and created. 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 provision of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium. None of these easements may be encumbered by any leasehold or lien other than those on the condominium parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of the unit owners with respect to such easements.

i. **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 portion 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 portion 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.

ii. **Maintenance, Repair and Replacement** – easements through the units and common elements for maintenance, repair and replacements. Such access is to be utilized only by the Association or its designated agent or agents and during reasonable hours except that access may be had at any time in case of emergency.

iii. **Utilities** – easements through the common areas and units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of services to other units and the common elements. The Association, through the Board of Directors, has the power, without joinder of any unit owner, to grant, modify or move easements such as electric, gas, cable television, or other access, utility or service easements, or relocate any existing easements, in any portion of the common elements or association property, as the Board 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, through the Board of Directors, may also transfer title to utility-related equipment, facilities or material, and may take any other action to satisfy the requirements of any utility company or governmental agency.

iv. **Emergency, Regulatory, law enforcement and other public services** in the lawful performance of their duties upon the condominium property.

v. **Support** – Easements for all supporting structures of any building.

vi. **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.

(.3) **ASSOCIATION MEMBERSHIP** and interest in funds and assets held by the Association.

(.4) **THE EXCLUSIVE USE** of the automobile parking space which is denominated by number and assigned to the unit by the association.

(.5) **PROVIDED, HOWEVER,** that such appurtenances shall be subject to the easements for the benefit of other units and the Association.

E. MAINTENANCE – the responsibility for the maintenance of a unit shall be as follows:

(.1) BY THE ASSOCIATION – The Association shall maintain, repair, and replace at the Association's expense:

(i) All common elements and all portions of the unit that contribute to the support of the building including but not limited to the outside walls, floor and roof. The Association shall be responsible for the maintenance and repair of the drywall constituting the common elements of the Condominium. The Association's responsibility does not include interior electrical fixtures, switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within the unit and serving only that unit. If, in connection with the discharge of its maintenance responsibilities, the Association must remove, disassemble, or destroy portions of the Condominium Property which the unit owner is required to maintain, repair, and replace, the Association shall be responsible for reinstallation or replacement of that item, to its unfinished state (i.e. excluding floor coverings, wall coverings, ceiling coverings, paint, wallpaper, paneling, etc.), provided that such items are part of the Condominium Property as originally installed by the Developer, or replacements thereof of like kind and quality. Replacement of all upgrades or additions, even if made by a predecessor in title, shall be the responsibility of the unit owner. All conduits, ducts, wiring and other facilities including plumbing which is otherwise addressed herein, for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within the boundary walls and all such facilities contained within a unit which service part or parts of the condominium other than the unit within which such is contained shall be maintained by the Association. All plumbing and piping in the common elements shall also be maintained by the Association.

(ii) Provided that if the maintenance, repair and replacement of any of the above shall be made necessary because of the negligence, act or omission of a unit owner, his family, lessees, invitees and guests, in that event the work shall be done by the Association at the expense of the unit owners and the cost shall be secured as an assessment.

(iii) All incidental damage caused to a unit by work done or ordered by the Association shall be promptly repaired by and at the expense of the Association.

(.2) BY THE UNIT OWNER – The responsibility of the unit owner shall be as follows:

(i) To maintain, repair and replace at his expense, all portions of the unit except the portions to be maintained, repaired and replaced by the Association. The unit owner shall also maintain the air conditioning units and associated equipment inside or outside of the unit and all other limited common elements as described in this Declaration, although the Association may, in its discretion undertake this maintenance, repair and replacement obligation and assess each unit owner, individually, the cost incurred for his unit. Further, each unit owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own unit and limited common elements serving only his unit, except as provided elsewhere herein, whether ordinary or extraordinary including, without limitation: interior

partitions, the finishes thereof, the structural framing related thereto (assuming non-load bearing), and all electrical or plumbing facilities located therein, which service only the individual unit; maintenance, repair and replacement of window, screen door or balcony screens (including hardware and framing but excluding all exterior glass); windows, window encasements (including other glass partitions and the structural components thereof including trim and caulking); unit front entry door, except that the Association may paint entry doors when it is painting the entire buildings (but not at other times unless otherwise determined by the Association); all other doors and the framing and structural components thereof (including trim, caulking, locks and hardware) within or servicing the unit; the electrical, mechanical and plumbing fixtures and outlets (including connections) within a unit or serving only that unit including sinks, toilets, tubs, showers, shower pans, and all related fixtures and installations; appliances; all portions of the heating and air conditioning equipment and utility installations and connections serving an individual unit (no matter where located); carpeting and other floor covering, (including balcony areas); door and window hardware and locks; all other facilities or fixtures located or contained entirely within an owner's unit or limited common element area which serves only one owner's unit. All said areas, if located outside of the boundaries of the unit, are declared limited common elements. Parking facilities shall be maintained by the Association. Any insurance proceeds paid to the Association with respect to any loss or damage within the unit or limited common elements which is covered by the Association's casualty insurance, and which loss would otherwise be borne by the unit owner, shall be paid to the unit owner, after the work has been completed and invoices have been submitted verifying the costs of repair.

(ii) Not to alter, paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the apartment or visible from the exterior, unless the written consent of the Association is obtained in advance. (This shall not be construed to require approval for placing appropriate furniture on terraces).

(iii) To promptly report to the Association any defect or need for repairs the responsibility for remedying of which is that of the Association.

(iv) **Balconies.** Balconies are designated as limited common elements. The unit owner who has the right to the exclusive use of said balcony shall be responsible for the maintenance, care and preservation of: balcony floor coverings (the board may prohibit certain types of floor coverings or require the removal of existing coverings when necessary for the structural presentation of the building); walls, ceilings; storm shutters and other enclosures; fixed and/or sliding glass doors; the wiring, electrical outlet(s) and fixture(s) on or servicing the inside of the balcony; ceiling fans; and the replacement of light bulbs and light fixtures. The Association shall be responsible for structural maintenance, repair and replacement of balcony floors (excluding tile or covering), and exterior building walls enclosed by the balconies, and other criteria set forth in these condominium documents, or as determined by the Board. Unit owners may not puncture (by nails, hooks, screws or otherwise) balcony floors, walls, or ceilings, without obtaining the prior written approval of the Board of Directors.

(v) **Enforcement of Maintenance.** If, after reasonable notice, the owner of a unit fails to maintain the unit or other portions of the condominium property as required above, the Association shall have, without waiver of other remedies, the right to enter the

owner's unit and perform or cause performance of the necessary work, and/or institute legal proceedings at law or in equity to enforce compliance, and/or to take any and all other lawful actions to remedy such violation, in which event the unit owner shall be charged for the costs of such activities (including attorney's fees incurred by the Association) by the Association which shall be secured by a lien for charges.

(vi) **Negligence. Damage Caused by Condition of Unit.** Each unit owner shall be liable to the Association and/or other unit owners for the expenses of any maintenance, repair or replacement of the condominium property, made necessary by his act or negligence, or by that of any member of his family or his or their guests, employees, agents, or lessees. If any condition, defect or malfunction existing within a unit, if caused by the owner's negligence, 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 (including the deductible). If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the unit(s) without prior notice to the owner(s) and take reasonable action to mitigate damage or prevent its spread, at the unit owner's expense. The Association may, but is not obligated to, repair the damage without the prior consent of the owner, in the event of an emergency, and the owner shall be responsible for reimbursement of the Association, with the cost being secured by a lien for charges. Unit owners are required to shut off all water valves when they will be absent from their units for three or more days. All items of personal property, including but not limited to furniture and plants, located on condominium terraces or balconies must be either secured, or stored on the balconies/terraces, or inside the unit, in such manner to eliminate the potential for them to become projectiles during storm and wind activity. The owner(s) of the units shall be responsible for the security and storage of personal property as required herein whether the owner(s) occupy the unit or it is vacant, leased or occupied by others. The owner(s) of the unit shall be responsible for any and all damages, injuries and claims, of any nature whatsoever, arising or emanating from items of personalty located on or about their balconies or terraces, including but not limited to damage caused by those items being blown across the balcony or terrace or off the balcony or terrace onto an adjoining portion of the condominium property. In the event an owner fails to secure or properly store items of personalty located on the balcony or terrace, the Association may, but is not obligated to, remove and store those items. If the Association, or its agents, exercises the authority to remove and store the items it shall be entitled to compensation at a cost of \$20.00 per hour, one hour minimum, payable to the Association plus applicable transportation and storage charges.

Nothing herein shall be construed to obligate the Association or its agents to store, secure or remove these items of personal property it being the intent of this provision to obligate the owners to take care of these items as it is only the owners, or their tenants or occupants, who are in a position to properly take care of these items on a daily basis depending upon their usage of the unit.

F. ALTERATION AND IMPROVEMENT – No owner shall make any alterations in the portions of the improvements which are to be maintained by the Association or remove any portion thereof or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building, or impair any easements without the written approval of the Board of Directors. Such approval may be withheld solely at the Board's discretion. If a unit owner makes any modifications, installations, or additions to the interior or

exterior of the unit, common elements, or limited common elements in accordance with this Article, the unit owner (and his heirs, successors in title and assigns) shall be financially responsible for the insurance, maintenance, care, and preservation of the modifications, installations or additions and shall execute such documents as the Association may promulgate accepting said financial responsibility. Any modification, alteration, or addition to the condominium property made by a unit owner, and duly approved by the Board of Directors, may be required to be removed in connection with the Association's maintenance of the condominium property. In such cases, the unit owner who installs the alteration, addition, or improvement (and their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or re-installation of the item, with said obligation being secured by a right of lien for charges of equal dignity to the common expense lien created by this Declaration, or alternatively, said owner may be required to remove and reinstall said additions, if so determined by the Board of Directors. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent.

G. COMMON ELEMENTS – The ownership and use of the common elements shall be governed by the following provisions:

(1) **SHARES OF UNIT OWNERS** – The share of unit owners in the common elements as stated in this Declaration may be altered only by amendment of the Declaration approved by all of the owners of the shares concerned and all lien-holders of record.

(2) **APPURTENANT TO UNITS** – The shares of the unit owner in the common elements are appurtenant to the unit owned by him. None of the appurtenances may be separated from the unit to which they appertain, and all of the appurtenances shall be deemed to be conveyed or encumbered or otherwise pass with the unit, whether or not expressly mentioned or described in a conveyance or other instrument describing the unit.

(3) **COVENANT AGAINST PARTITION** – In order to preserve the condominium, the common elements shall remain undivided and no unit owner nor any other person shall bring any action for partition or division of the whole or any part thereof.

(4) **NON-EXCLUSIVE POSSESSION** – Each unit owner and the Association may use the common elements for the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of the other unit owners.

(5) **MAINTENANCE AND OPERATION** – The maintenance and operation of the common elements shall be the responsibility and expense of the association, except that cost of installation, maintenance, repairs, and taxes, if any, of limited common element carports as defined in paragraph 29.A, shall be the responsibility and expense of the unit owner to whom such carport parking space is assigned.

(6) **ALTERATION AND IMPROVEMENTS** – After completion of the project, there shall be no material alterations of, or additions to the common elements without the prior approval in writing of a majority of the Board of Governors of the Association.

6. **ASSESSMENTS** – The assessments against the unit owners shall be made or approved by the Board of Governors of the Association and paid by the unit owners to the Association in accordance with the following provisions:

A. **SHARE EXPENSES – COMMON EXPENSES** – Each unit owner shall be liable for his share of the common expenses and any common surplus shall be owned by each in a like share.

B. **ASSESSMENTS OTHER THAN COMMON EXPENSES** – Any assessments, the authority to levy which is granted to the Association or its Board of Governors by the condominium documents shall be paid by the unit owners to the Association in the proportions set forth in the provision of the condominium documents authorizing the assessment.

C. **ACCOUNTS** – All sums collected from assessments shall be deposited either into a general operating account or specific reserve accounts according to the budget approved by the Board of Directors.

D. **ASSESSMENTS FOR RECURRING EXPENSES** – Assessments for recurring expense for each expense accounts shall include the estimated expenses chargeable to the account and reasonable reserve less the unneeded fund balances credited to that account. Assessments for recurring expense shall be made for the calendar year annually in advance on December 31st preceding the year for which the assessments are made, and at such other and additional times as in the judgment of the Board of Governors additional common expense assessments are required for the proper management, maintenance, and operation of the condominium. If the annual assessments is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment date until changed by a new assessment. In the event such an annual assessment proves insufficient, it may be amended at any time after approval in writing of not less than a majority of the Board of Directors, and the unpaid assessment for the remaining portion of the calendar year shall be due in equal monthly installments on the 1st day of each month thereafter during the year for which the assessment is made.

E. **ASSESSMENTS FOR EMERGENCIES** – Assessments for common expenses of emergencies which cannot be paid from the common expense account shall be made only by the Board of Governors of the Association, and time of payment shall likewise be determined by them.

F. **ASSESSMENT ROLL** – The assessments for common expenses shall be set forth upon a roll of the units which shall be available in the office of the Association for inspection at all reasonable times by unit owners. Such roll shall indicate for each unit the name and address of the owner or owners, the assessment for all purposes and the amounts paid and unpaid of all assessments. A certificate made by the duly authorized representatives of the Association as to the status of each assessment account shall limit the liability of any person for whom made other than the unit owner.

G. LIABILITY FOR ASSESSMENTS – A unit owner shall be liable for all regular and special assessments coming due while he is the owner of a unit, and his grantees after a voluntary conveyance, shall be jointly and severally liable for all unpaid assessments due and payable up to the time of such voluntary conveyance. Such liability may not be avoided by waiver of the use or enjoyment of any common elements, or by abandonment of the unit for which the assessments are made. The Association has a lien on each Condominium Unit for any unpaid assessments with interest thereon against the owner of the Unit for a period of one year after the lien is recorded. The lien also includes reasonable attorney's fees incurred by the Association incident to the collection of the assessment or enforcement of the lien. The liens must be executed and recorded in the Public Records of Charlotte County, Florida, in the manner provided by law, but the liens are subordinate to the lien of any first mortgage or Federal Tax lien. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in Chapter 718.116, Florida Statutes (2003) as the same now exists or may be amended or renumbered from time to time. The unpaid portion of any assessment which is due together with interest thereon, late fees up to the maximum permitted by law and reasonable attorney's fees for collection including appellate fee if necessary, shall be secured by a lien upon:

(1) The Unit and all appurtenances thereto when a notice claiming the lien has been recorded in the Public Records of Charlotte County by the Association in accordance with the requirements of Florida Statutes 718.116, as the same now exists or may be amended or renumbered from time to time.

(2) Collection:

(i) **Interest; Application of Payments** – assessments paid on or before ten (10) days after the date due shall not bear interest, all sums not paid when due shall bear interest at the highest rate allowed by law from the date due unit paid. All payments upon account shall be first applied to past due interest, late fees, attorney's fees, costs, and expenses of collection, interest and then to the assessment payment first due. All interest collected shall be credited to the common expense account. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

(ii) **Late Fee.** The Association may charge an administrative late fee in addition to interest in the highest amount as permitted by law.

(3) The Association, at its option, may enforce collection of delinquent assessment or special assessment accounts by suit or law or by foreclosure of the lien securing the assessments, or by any other competent proceeding, and in either event, the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest thereon, and all costs incident to the collection and the proceedings, including reasonable attorney's fees up to and including all appeals.

(4) Labor performed or materials furnished to a Unit in the Condominium may not be the basis for filing a lien pursuant to the mechanics' lien law against any Unit in the Condominium whose owner has not expressly consented to performance of the

labor or furnishing of the materials. No labor performed or materials furnished to the Common Elements can be the basis for a lien thereon, but if duly authorized by the Association, the labor or materials are deemed to be performed or furnished with the express consent of each Unit Owner and are the basis for the filing of a lien against all of the Condominium Units in the proportions for which the owners are liable for Common Expenses.

(5) If a lien against two or more Condominium Units becomes effective, each Unit Owner may relieve his Condominium parcel of the lien by payment of the proportionate amount attributable to his Unit. Upon payment, the lienor shall release the lien of record for that Unit.

7. **ADMINISTRATION** – The administration of the condominium including but not limited to the acts required of the Association by the condominium documents, the maintenance, repair and operation of the common elements, and the maintenance and repair of all portions of units required to be maintained by the Association, shall be the responsibility of the Association and shall be governed by the following provisions:

A. **THE BY-LAWS** of the Association in the form attached as Exhibit "A" until such are amended in the manner provided.

B. **THE DUTIES AND POWERS OF THE ASSOCIATION** The powers and duties of the Association include those set forth in the Condominium Act, the Articles of Incorporation, and the Bylaws, and in addition thereto, the Association:

(i) Has an irrevocable right to enter each Unit in the Condominium at all reasonable times as may be necessary to (i) inspect, repair, replace, or maintain any portion of the Common Elements, (ii) investigate and act in an emergency threatening injury to person or damage to any other Unit or the Common Elements, (iii) ascertain compliance with this Declaration and the Bylaws and House Rules of the Association; and (iv) administer pest control. The Association may require that a pass key be posted for each unit and may, if determined advisable by the Board, implement a master key system.

(ii) May make and collect regular and special assessments and maintain, repair, and replace the Common Elements;

(iii) Shall maintain accounting records according to good accounting practices, which must be open to inspection by members of the Association at all reasonable times;

(iv). Shall adopt and amend, from time to time, such "House Rules" as it considers appropriate.

(v) The power to enter into contracts with others, for valuable consideration, for maintenance and management of the condominium property and in connection therewith, or to its officers and agents, to delegate the powers and rights herein contained,

including, without limitation, the making and collecting of assessments and other charges against Unit Owners, and perfecting liens for non-payment thereof.

(vi) The power to acquire or transfer real property or otherwise convey and mortgage real property for the use and benefit of its members with the same approval of unit owners as needed to amend the Declaration.

(vii) The power to enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities with the same approval of unit owners as needed to amend the Declaration.

(viii) The power to lease Association Property or Common Elements, as determined by the Board of Directors. No use fee may be charged against a unit owner for use of the Common Elements or Association Property except fees set by the Board pertaining to an owner having exclusive use of the Common Elements or Association Property, or as agreed by the Association and the party leasing Association Property or Common Elements, pursuant to an oral or written lease agreement.

(ix) The power to approve or reject proposed sales, leases and other transfers of units.

(x) The power to appoint committees, including a fining committee for the purpose of levying reasonable fines against unit owners who fail to comply with the Association's governing documents.

(xi) Notwithstanding anything contained herein or in the Condominium Documents or any other document governing or binding the Association, the Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any owner, occupant or user of any portion of the Condominium Property, including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

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

(2) The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Charlotte County, and/or any other jurisdiction or the prevention of tortious activities; and

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

EACH UNIT OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

C. LIMITATION OF LIABILITY – Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage caused by any latent condition of the property or for injury or damage caused by the elements or other owners or persons. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any alterations or improvements done by or on behalf of any Unit Owners, regardless of whether or not same shall have been approved by the Association pursuant to the provisions hereof.

D. TRUST – All funds and the title to all property acquired by the Association and the proceeds thereof shall be held only for the benefit of the unit owners for the purposes herein stated.

8. INSURANCE – The insurance which shall be carried upon the property shall be governed by the following provisions:

A. AUTHORITY TO PURCHASE – Except as otherwise provided herein, the Association shall obtain and maintain fire and extended coverage insurance with a responsible insurance company, or through alternate sources as may be available, upon all of the insurable improvements of the entire Condominium, including Association Property, the Common Elements, the Units, and the personal property of the Association, for the full replacement or insurable value thereof, less a commercially reasonable deductible, provided the Board may exclude foundation and excavation costs in its discretion. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be

available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11), Florida Statutes (2003). The original policy of insurance shall be held by the Association, and Institutional Lenders shall be furnished, upon request, mortgage endorsements covering their respective interests. Each Unit Owner shall be responsible for insuring personal property located within the Unit; ceiling, floor and wall coverings, and electrical fixtures, appliances, air conditioning and heating equipment, water heater, and built-in cabinets to the extent these items are located within the Unit boundaries; and any improvements made within the Unit which are not covered by the Association policy. The owners shall also be responsible to insure any portion of the Condominium Property which may be removed from Association insurance responsibilities by virtue of future amendments to Section 718.111(11), Florida Statutes (2003).

B. UNIT OWNERS – Each unit owner shall obtain insurance at his own expense, affording coverage upon his personal property and for his personal liability, for owner or mortgagee title insurance, and as may be required by law.

C. COVERAGE:

(.1) **CASUALTY** –Such coverage shall afford protection against:

(i) **LOSS OR DAMAGE BY FIRE** and other hazards covered by the standard extended coverage endorsement;

(ii) **SUCH OTHER RISKS** as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the buildings, including but not limited to vandalism, malicious mischief, windstorm, and water damage, if available.

(.2) **PUBLIC LIABILITY AND PROPERTY DAMAGE** in such amounts and in such forms as is customarily required by the Association.

(.3) **WORKMAN'S COMPENSATION** policy to meet the requirement of law.

(.4) **ALL LIABILITY INSURANCE** shall contain cross-liability endorsements to cover liabilities of the unit owners as a group to a unit owner.

D. PREMIUMS – Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as common expenses.

E. ALL INSURANCE POLICIES PURCHASED by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses to the common elements or to the respective units shall be paid to the Association. The Association shall receive such proceeds as are paid and hold the same in trust for the benefit of the Association, the unit owners and their respective mortgagees, the following:

(.1) **COMMON ELEMENTS** – Proceeds on account of damage to common elements shall be paid to the Association. If the damaged improvement is any of the common elements, the damaged common element shall be reconstructed or repaired. When the damage is to both common elements and units the insurance proceeds shall be applied first to the cost of repairing the common elements and the balance to the units in the shares below stated.

(.2) **UNITS** – Proceeds on account of damage to units shall be held in the following shares:

(i) **PARTIAL DESTRUCTION** or when a unit is to be restored – for the owners of damaged units in proportion to the cost of repairing the damage suffered by the damaged unit.

(ii) **TOTAL DESTRUCTION** of the buildings or where the buildings are not to be restored – for the unit owners in the percentage attributable to the unit conveyed by deed to the owner, as shown in Schedule "D".

(.3) **MORTGAGEES** – In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear.

F. DISTRIBUTION OF PROCEEDS – Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the following manner:

(.1) **RECONSTRUCTION OR REPAIR** – If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by him.

(.2) **FAILURE TO RECONSTRUCT OR REPAIR** – If it is determined in the manner elsewhere provided, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of any unit and may be enforced by him.

9. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE:

A. If any part of the common elements or units shall be damaged or destroyed by casualty, the same shall be repaired or replaced unless such damage renders 1/2 or more of the apartments uninhabitable, and 75% of the owners at a meeting called and held within 90 days of the casualty or 30 days after the insurance claim is adjusted (whichever comes first), vote against such repair or replacement.

(1) **ANY SUCH RECONSTRUCTION OR REPAIR** shall be substantially in accordance with the original plans and specifications for the building or in accordance with those plans and specifications approved by the Board of Directors.

B. RESPONSIBILITY – If the damage is only to those parts of one unit for which the responsibility of maintenance and repair is that of the owner, then the owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

(1) **ESTIMATE OF COSTS** – Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Governors desires.

(2) **ASSESSMENTS** – If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including shortfalls occasioned by a deductible), or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the unit owners who own the damaged units, and against all unit owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the Common Expenses.

(3) **CONSTRUCTION FUNDS** – The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association and funds collected by the Association from assessments against unit owners, shall be disbursed in payment of such costs in the following manner:

(i) **UNIT OWNER** – The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the unit owner to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the unit owner may direct, or if there is a mortgagee endorsement, then to such payees as the unit owner and the first mortgagee jointly direct. Nothing contained herein, however, shall be construed so as to limit or modify the responsibility of the unit owner to make such reconstruction or repair.

(ii) **ASSOCIATION – LESSER DAMAGE** – If the amount of the estimated costs of reconstruction and repair is less than the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payments of such costs upon the order of the Association, provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(iii) **ASSOCIATION – MAJOR DAMAGE** - If the amount of the estimated costs of reconstruction and repair of the buildings or other improvements is more than the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the construction fund shall be applied by the Association in payment of such costs and shall be paid to or for the account of the Association from time to time as the work progresses, but not more frequently than once in any calendar month.

(iv) **SURPLUS** - It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and, if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the beneficial owners of the funds, who are the unit owners and their mortgagees.

(v) When the damage is to both common elements and units, the insurance proceeds shall be applied first to the cost of repairing the common elements and the balance to the units in the shares above stated.

(.4) **INSURANCE ADJUSTMENTS** - Each unit owner shall be deemed to have delegated to the Board of Governors his right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the damage is restricted to one unit, subject to the rights of mortgagees of such unit owners.

10. **USE RESTRICTIONS** - The use of the property of the condominium shall be in accordance with the following provisions:

A. **SINGLE FAMILY RESIDENCES** - Each of the units shall be occupied only by a single family as its residence and for no other purpose. As used in the Condominium Documents, "single family" means one natural person, a group of two or more natural persons who customarily reside together as a single family housekeeping unit, each of whom is related to each of the others by blood, marriage or adoption, or not more than two persons not so related, who customarily reside together as a single housekeeping unit. No unit may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred. No person may occupy a unit as a unit owner, tenant, or family member thereof (i.e. occupy the unit on an overnight basis for more than thirty (30) days in a calendar year) unless said person's occupancy has been specifically approved by the Association, through the Board of Directors. In considering such requests, the Board may charge a reasonable fee for review of occupancy requests. Units may not be used for commercial or business purposes. Owners (and their family members and tenants) may use Units for "home office" or "telecommuting" purposes, provided that such uses do not involve customers or clients coming into the Condominium, the postage of any signage in the Condominium, the storage of equipment, products, or materials in the Condominium, nor more than one regular delivery per day of correspondence or similar items from customary express delivery services.

B. **NUISANCES** - No nuisances shall be allowed nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

C. LAWFUL USE – No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof; and, all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the repair and maintenance of the property concerned as expressed earlier in this Declaration.

D. INTERPRETATION – In interpreting deeds, mortgages, and plans the existing physical boundaries of the unit shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed, mortgage or plan, regardless of settling or lateral movement of the buildings and regardless of minor variances between boundaries shown on the plan or in the deed and those of the buildings.

E. REGULATIONS – Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Governors of the Association. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners.

F. FAIR HOUSING – In order to maintain a community of congenial residents and to protect and preserve the value of the units, no person under fifty-five (55) years of age shall individually occupy a unit without co occupancy by an individual over fifty-five (55) years of age. At least one person fifty-five (55) years of age or older must be a permanent occupant of each unit while any other person occupies said unit. Persons under the age of fifty-five (55) and over the age of thirty-five (35) may occupy and reside in a unit as long as one of the permanent occupants is fifty-five (55) years of age or older. Persons under the age of thirty-five (35) shall not be permitted to occupy a unit, except on a temporary basis, not to exceed thirty (30) days in any calendar year. Notwithstanding the foregoing restrictions, the Board of Directors of the Association shall, in its sole discretion, have the right to establish hardship exceptions to permit a person the age of thirty-five (35) or older and less than fifty-five (55) years of age to individually own or permanently reside in a unit in the absence of a person or persons fifty-five (55) years of age or older; provided, however, any such exceptions shall not be permitted in situations where the granting of a hardship exception will result in having less than eighty percent (80%) of the units in the condominium having less than one resident fifty-five (55) years of age or older.

The Board of Directors of the association shall establish and adhere to policies and procedures, which will assure the foregoing required percentage of units are occupied by at least one person fifty-five (55) years of age or older that all other requirements for the Association to maintain the "housing for older persons" exception in the Federal Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995 and comparable laws of the State of Florida are met and satisfied. The Association shall comply with rules issued from time to time by the Secretary of Housing and Urban Development and the Florida Commission on Human relations providing for verification of occupancy. The Board shall deny occupancy of a unit by any person or persons whose occupancy would create a violation of the above-stated requirements and percentages of occupancy.

The intent of the foregoing provisions is to comply with the Federal Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995 and comparable laws of the state of Florida in the adoption of age restrictions for the occupancy of units at the condominium. Children are considered guests and may not reside in a unit for more than thirty (30) days per year.

G. ANTENNAS – Unit owners shall not install any antenna on the common elements. Unit owners may install upon their own property or upon their limited common elements those satellite dish antennas approved by the Federal Communication Commission rules that are one meter in diameter or less and that receive over the air video programming. The Board of Directors may promulgate such rules and policies as may be necessary to ensure that any approved antenna or satellite dish is installed in a safe and secure manner.

H. SIGNS – Unit owners shall not display any sign, advertisement, or notice on the Common Elements or on the exterior of the Owner's Unit nor in a window where visible from the outside of the unit.

I. PARKING - Except as set forth below, only conventional passenger automobiles may be parked in any parking area and only if the automobile has a current license tag affixed to it. A "conventional passenger automobile" shall be limited to those vehicles which are primarily used as passenger motor vehicles and which have a body style consisting of two doors, four doors, hatchback, convertible, station wagons, pick-up trucks, minivans which do not exceed 20' in length, and sport utility vehicles. All other motor vehicles, including but not limited to, commercial vehicles (any vehicle primarily used in a trade or business or having advertising or promotional information, symbols or materials affixed thereto), trucks (any motor vehicle designed or used principally for the carriage of goods and including a motor vehicle to which has been added a cabinet box, a platform, a rack or other equipment for the purpose of carrying goods other than the personal effects of the passenger, and specifically including all pick-up trucks and vans exceeding 20' in length), boats, campers, recreational vehicles (vehicles having either kitchen or bathroom facilities), trailer, motor homes, mobile homes and any and all other vehicles other than the above-described conventional passenger automobiles, shall be prohibited from parking in any area. For sale signs and advertising signs are prohibited on owners', guests' or lessees' vehicles.

Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (1) service vehicles may be temporarily parked in parking areas during the time they are actually servicing a Unit or Common Element, but in no event overnight.

No vehicle belonging to any owner or to a member of the family of an owner or guest, tenant or employee of any owner shall be parked in such a manner as to impede or prevent access to another owner's parking space. The owners, their employees, servants, agents, visitors, licensees and the owners' families shall obey posted parking regulations and any other traffic regulations which may be promulgated in the future for safety, comfort and convenience of the owners. No vehicle which cannot operate on its own power shall remain within the Condominium Property for more than 24 hours and no repair of vehicles shall be made within the condominium property. No parking is permissible on the lawns, common elements, common

grounds or streets at any time, other than service vehicles and then only if necessary to service a Unit or common element within the complex. Any and all vehicles that are illegally parked, or prohibited vehicles, will be towed at the owner's expense, without any notice other than that required by Florida Statute, Section 715.07, as same may be amended or renumbered from time to time. This provision applies to all owners, occupants, tenants and guests. Owners shall be responsible for compliance with this provision by their family, tenants, guests and invitees.

11. CONVEYANCE, DISPOSITION, FINANCING – In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner shall be subject to the following provisions as long as the condominium exists and the buildings in useful condition exists upon the land, which provisions each apartment owner covenants to observe:

11.1 TRANSFERS SUBJECT TO APPROVAL.

a. **Sale.** No apartment owner may dispose of an apartment or any interest in an apartment by sale without approval of the Association except for a sale or transfer to another apartment owner.

b. **Lease.** No apartment owner may dispose of an apartment or any interest in an apartment by lease without approval of the Association except for a lease to another apartment owner.

c. **Gift.** If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

d. **Devise or Inheritance.** If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

e. **Other transfers.** If any apartment owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

11.2 APPROVAL BY ASSOCIATION. The approval of the Association that is required for the transfer or ownership of apartments shall be obtained in the following manner:

a. **Notice to Association.**

(1). **Sale.** An apartment owner intending to make a bona fide sale of his apartment or any interest in it shall give the Association notice of such intention, together with the name and address of the intended purchaser, an application or transfer fee set by the Board in an amount not to exceed the highest amount provided by law and such other information concerning the intended purchaser as the association may reasonably require. Such

notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser of the apartment if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2). **Lease.** An apartment owner intending to make a bona fide lease of his apartment or any interest in it shall give to the association notice of such intention, together with the name and address of the intended lessee, an application or transfer fee set by the Board in an amount not to exceed the highest amount provided by law such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease. All leases shall be on a uniform form of lease or lease addendum if so promulgated by the Association. Uniform leases, addenda and all other leases will provide or be deemed to provide that the tenants have read and agreed to be bound by the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations as the same may be amended from time to time, (the "Condominium Documents"). The uniform lease or addendum and other leases shall further provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease and subject the tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a tenant fails to abide by the Condominium Documents, the unit owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The unit owner shall have the duty to bring his tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the unit owner fails to bring the conduct of the tenant into compliance with the Condominium Documents, the Association shall have the authority to act as agent of the unit owner to undertake whatever action is necessary to abate the tenants' noncompliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association, or as agent of the unit owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the unit owner which shall be secured by a continuing lien in the same manner as assessment charges.

a. **Security Deposit.** The Board of Directors shall have the authority, as a condition of granting approval to a lease or renewal or extension thereof, to require that a prospective lessee or unit owner place a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association to protect against damage to the common elements or Association property. Payment of interest, claims against the deposit, refunds and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes (2003) as amended from time to time.

(3). **Gift; Devise or Inheritance; Other Transfers.** An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(4). **Failure to give notice.** If the above-required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

b. Certificate of approval.

(1). **Sale.** If the proposed transaction is a sale, then within 30 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the chairman and secretary of the Association, which shall be recorded in the public records of Charlotte County, Florida at the expense of the purchaser.

(2). **Lease.** If the proposed transaction is a lease, then within 30 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the chairman and secretary of the Association in recordable form, which, at the election of the Association, shall be delivered to the lessee or shall be recorded in the public records of Charlotte County, Florida at the expense of the lessee.

(3). **Gift; Devise or Inheritance; Other Transfers.** If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within 30 days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the chairman and secretary of the Association, which shall be recorded in the public records of Charlotte County, Florida at the expense of the apartment owner.

11.3 DISAPPROVAL BY ASSOCIATION. If the Association shall disapprove a transfer or ownership of an apartment, the matter shall be disposed in the following manner:

a. Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within 30 days after receipt of such notice and information the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of

their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2). The purchase price shall be paid in cash.

(3). The sale shall be closed within 30 days after the delivery or mailing of the agreement to purchase, or within ten days after the determination of the sale price if such is by arbitration, whichever is the later.

(4) A certificate of the Association executed by its chairman and secretary and approving the purchaser shall be recorded in the public records of Charlotte County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Charlotte County, Florida, at the expense of the purchaser.

b. Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.

c. Gifts, Devise or Inheritance; Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within 30 days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within ten (10) days following the determination of the sale price.

(4) A certificate of the Association executed by its chairman and secretary and approving the purchaser shall be recorded in the public records of Charlotte County, Florida, at the expense of the purchaser. In the absence of the chairman or secretary, the certificate shall be executed by any two members of the board of governors of the Association.

d. **Disapproval for Good Cause.** Approval of the Association for title transfers shall be withheld only if a majority of the whole Board so votes. The Board shall consider the following factors and may confer freely with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval of any sale, lease or other transfer.

i. The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed occupants) intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium.

ii. The person seeking approval (which shall include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;

iii. The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts.

iv. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium or other residences as a tenant, or owner;

v. The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;

vi. The unit owner requesting the transfer has had fines assessed against him or her which have not been paid; or

vii. All assessments and other charges against the unit have not been paid in full.

If the Board disapproves a prospective transfer on the grounds for disapproval set forth above, the Association shall have no duty to purchase the unit or furnish an alternate purchaser, and the transaction shall not be made.

11.4 MORTGAGE. No apartment owner may mortgage his apartment nor any interest in it without the approval of the Association except to a bank, life insurance company or a savings and loan association, or to a vendor to secure a portion or all of the purchase price.

The approval of any other mortgage may be upon conditions determined by the Association or may be arbitrarily withheld.

11.5 LEASE TERMS. The right of an owner to enter into a lease of an apartment in the condominium is limited as follows:

a. No owner shall enter into a lease agreement with respect to an apartment for a term of less than six (6) months or a term greater than twelve (12) months.

b. No apartment owner shall enter into any lease agreement with respect to an apartment for a period of twenty-four (24) months from the date the owner acquires title to apartment. This provision shall not apply to transfers of ownership to a parent, child, sibling, trust established by an owner, or entity established by an owner and in which an owner maintains a substantial interest.

11.6 EXCEPTIONS. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association that acquired its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquired title. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

11.7 UNAUTHORIZED TRANSACTIONS. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

11.8 APPLICATION FEE. Upon application to the Association for approval of the lease, sale, or other transfer of an apartment, the apartment owner shall tender a non-refundable application fee in an amount determined by the Board of Directors up to the highest amount provided by law.

12. COMPLIANCE AND DEFAULT – Each owner shall be governed by and shall comply with the terms of the condominium documents and regulations as they may be amended from time to time. A default shall entitle the Association or other owners to the following relief:

A. LEGAL PROCEEDINGS – Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be grounds for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief or both, and which actions may be maintained by the Association or in a proper case by an aggrieved owner.

(1) **FINES** - In addition to any other available remedy, the Association may levy a reasonable fine, not exceeding One Hundred Dollars, against a Unit Owner for each failure of the Unit Owner, or Unit Owner's Lessee, or a guest, invitee, or other occupant to comply with any provision of the Declaration of Condominium or Bylaws, or reasonable House Rules, of the Association after giving the Unit Owner and, if applicable, the alleged offender reasonable notice and opportunity for a hearing before the Board of Directors. A fine may be levied on the basis of each day of continuing violation, with a single notice and opportunity for hearing, but the fine may not exceed \$1,000 Dollars in the aggregate. A party against whom a fine is sought to be levied must have an opportunity to respond to the accusation, to present evidence, to provide written and oral argument on all issues involved, and, at the hearing before an impartial fining committee composed of at least 3 unit owners who are not Board Members or related to Board Members, to review, challenge, and respond to any material considered by the Association. If the fining committee determined not to levy a fine, no fine shall be imposed. No fine shall, in any event, become a lien against the unit.

B. NEGLIGENCE - An owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by the owner's act, neglect or carelessness or by that of any member of his family or his or their guests, employers, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances.

C. COST AND ATTORNEY'S FEES - In any proceeding arising because of an alleged default by an owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the Court, up to and including all appeals.

D. NO WAIVER OF RIGHTS - The failure of the Association or any owner to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter as to later infractions.

13. AMENDMENT - Except for alterations in the shares of owners in the common elements, the condominium documents may be amended in the following manner:

A. DECLARATION OF CONDOMINIUM - Amendments to the Declaration shall be proposed and adopted in the following manner:

(1) **NOTICE** - Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(2) **RESOLUTION** - A resolution adopting a proposed amendment must be proposed by the Board of Governors and after being proposed must be approved by a majority of the Governors and not less than fifty-one (51%) percent of the members of the Association.

(.3) **RECORDING** – a copy of each amendment shall be certified by the officers of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Charlotte County, Florida.

B. ASSOCIATION BY-LAWS – The By-laws of the Association shall be amended in the manner provided by such documents.

C. PROVISIO – Provided, however, that no amendment of any condominium document shall discriminate against any owner or against any unit or class or group of units unless the owners so affected shall consent.

D. AUTOMATIC AMENDMENT. Whenever Chapter 718, Florida Statutes (2003) Chapter 617, Florida Statutes (2003) or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in this Declaration of Condominium, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the owners, may adopt by majority vote, amendments to this Declaration of Condominium as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes (2003), or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

14. TERMINATION – The condominium shall be terminated in the following manner:

A. The termination of the condominium may be effected by the agreement of 75% of the owners and first mortgagees, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land. The termination shall become effective when such Agreement has been recorded in the Public Records of Charlotte County, Florida.

B. DESTRUCTION – If it is determined in the manner elsewhere provided that the property shall not be reconstructed after casualty, the condominium plan of ownership will be terminated as provided in Paragraph 14-A above.

C. SHARES OF UNIT OWNERS AFTER TERMINATION – After termination of the condominium, the owners shall own the property as tenants in common in undivided shares and the holders of mortgages and liens against the unit or units formerly owned by such owners shall have mortgages and liens upon the respective undivided shares of the owners. Such undivided shares of the owners shall be as set forth in Exhibit "D". All funds held by the Association and insurance proceeds, if any, shall be and continue to be held jointly for the owners and their first mortgagees in proportion to their interests therein as elsewhere set forth. The costs incurred by the Association in connection with a termination shall be a common expense.

D. FOLLOWING TERMINATION – The property may be partitioned and sold upon the application of any owner. If the Board of Governors following a termination, by

not less than a 75% vote, determines to accept an offer for the sale of the property, each owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Governors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties hereto.

E. THE MEMBERS OF THE LAST BOARD OF GOVERNORS shall continue to have such powers as in this Declaration are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

15. COVENANTS RUNNING WITH THE LAND – All provisions of the condominium documents shall be construed to be covenants running with the land, including but not limited to every unit and the appurtenances thereto; and, every owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the condominium documents.

16. PROVISIONS PERTAINING TO DEVELOPER:

17. MANAGEMENT – Initially, the condominium will be managed by the developer, its nominees and assigns. Said management shall continue until the project is turned over to the owners. Management shall at all times be reasonable. The sum of \$15.00 per unit per month shall be included in the assessments by the Board of Governors to pay for this management service; provided that at any time developer or its nominees or assigns may agree with the Board of Governors to a lesser or greater sum. The responsibilities of management shall be to secure the performance of operation, maintenance, repair, purchase, payment, book and record keeping, notice and regulation as may be required by the Governors and permitted by this Declaration and its exhibits, and using those funds from assessments as are intended for such purposes.

18. MORTGAGE FORECLOSURE – In the event 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 from 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 upon foreclosure sale. An approved mortgagee shall have an unrestricted, absolute right to accept title to the unit in settlement and satisfaction of the mortgage or to foreclose the mortgage in accordance with its terms and to bid upon the unit at the foreclosure sale, provided the lending institution owning the mortgage shall give to the Association, its successors or assigns, written notice by certified mail of the default, mailed at least 30 days prior to the institution of foreclosure proceedings, during which time the Association shall have the right to cure the default by payment to the mortgagee of all sums due upon the default, and following such payments the mortgagee shall be required to waive the default, and if the default is not cured as aforesaid, and should the Association or any member, individually or collectively fail to purchase the mortgage, together with any costs incident thereto, from the mortgagee, or fail to redeem the mortgage, then the mortgagee taking title on foreclosure sale or taking title in lieu of foreclosure sale, may acquire the unit and occupy it and let, relet, sell and resell it without the approval of the Association. If the Association or any

members redeems the mortgage or cures the default, it 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.

19. POWERS AND DUTIES OF ASSOCIATION – The powers and duties of the Association shall be as set forth in this Declaration, the Articles of Incorporation of the Condominium Association and the Bylaws together with those reasonably implied to effect the purposes of the Association, this Declaration, and the said Articles. The Declaration shall, in the event of conflict or inconsistency, prevail over the Articles and Bylaws. The Articles of Incorporation of the Condominium Association shall, in the event of a conflict or inconsistency, prevail over the Bylaws. Such powers shall be exercised in accordance with, and be subject to the provisions of this Declaration, the Articles and Bylaws.

20. RESIDENT AGENT – The resident agent of the Condominium Association designated to receive service of process shall be that person designated in the Articles of Incorporation.

21. MEMBERS – The qualifications of members, the manner of their admission and voting by members shall be as set forth in the Articles of Incorporation of CHARLEVOI CONDOMINIUM ASSOCIATION, INC.

A. ALL OWNERS OF UNITS in the condominium shall be members of the Association, and no other persons or entities shall be entitled to membership.

B. MEMBERSHIP IN THE ASSOCIATION shall be established by the recording in the Public Records of Charlotte County, Florida, a deed or other instrument establishing a change of record title to a unit in the condominium and the delivery to the Association of a certified copy of such instrument, the new owner thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated. Provided, however, that the change of ownership and occupancy of the new owner must have been in compliance with this Declaration, the Association need not recognize membership or ownership in any person until its requirements have been complied with.

C. THE SHARE OF A MEMBER IN THE FUNDS AND ASSETS of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit in the condominium.

22. GOVERNORS –

A. THE AFFAIRS OF THE ASSOCIATION shall be managed by a Board of Governors as set forth in the Articles of Incorporation of CHARLEVOI CONDOMINIUM ASSOCIATION, INC.

B. THE NAMES AND ADDRESSES of the members of the first Board of Governors who shall hold office until their successors have qualified and are elected or until removed, are as follows:

CHAIRMAN: NORMAN J. HAASE 2150 w. First Street
Fort Myers, Fla. 33901

VICE CHAIRMAN HARLEY JOHNSON 2150 W. First Street
Fort Myers, Fla. 33901

SEC./TREAS. JAMES S. FORTINER 2150 W. First Street
Fort Myers, Fla. 33901

23. **INDEMNIFICATION** – Every Governor of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been a Governor of the Association, or any settlement thereof, whether or not he is a Governor at the time such expenses are incurred, except in cases wherein the Governor is adjudged guilty of misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement, the indemnification shall apply only when the Board of Governors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Governor or officer may be entitled.

24. All reference to this Declaration, or its exhibits to a unit owner's share of the condominium, its common elements, common surplus, common expenses, assessments, assets or liabilities shall mean the percentage set forth in Exhibit "D" attached.

25. **SEVERABILITY** – If any provision of this Declaration or the exhibits thereto, as now constituted or as later amended, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

26. **VOTING** – Each unit shall have one full vote in all matters.

27. **USE OF THE RECREATIONAL FACILITIES** will be subject to the Declaration and Rules and Regulations from time to time promulgated by the Condominium Association governing the same, provided that no such regulations will discriminate against any group or class of users.

28. **PARKING SPACES** – There shall be appurtenant to each unit at all times one parking space which shall pass with the title thereto. The allocation shall be made initially by the developer by an unrecorded written instrument given a unit purchaser upon closing. The unit owner shall thereafter have the exclusive right to use such space without charge, and the cost of maintenance shall be a part of the common expenses for purposes of assessment.

A. CARPORT PARKING SPACES – The Board of Governors may designate certain parking spaces to have carports erected thereon, and such carport parking spaces so designated shall be set aside and reserved for the exclusive use of the unit owner to whom such carport parking space is assigned, with the assignment being made by the Board of Governors by instrument in writing to be maintained as part of the Association's official records. All carports constructed on such carport parking spaces shall be uniform in design and construction, and no carport shall be constructed until the plans thereof have been approved in writing by the Board of Governors. Insofar as possible, all carport parking spaces shall be contiguous, and each such space shall have appurtenant thereto an exclusive easement for the use of such limited common element. Cost of installation, maintenance, upkeep, repairs and taxes, if any, of limited common element carports shall be the responsibility of the owner of the unit to which such space has been assigned, and the association shall have no liability for the maintenance, repair or replacement of such carports, except that the Board of Governors may maintain at the expense of the association the asphalt parking area on which the carport is located in the same manner as it maintains the asphalt, including the surface thereof, of all other parking spaces, as such parking spaces are defined in paragraph 28. If however the owner of a carport parking space fails to properly maintain his carport in a good state of repair, then the Board shall be authorized to cause any necessary repairs, including replacement, to be made, and to assess the reasonable costs thereof to the owner. Such assessment shall constitute a lien against the carport parking space and the unit or apartment of the owner thereof, and such lien shall be enforced and collected in the same manner as other assessments. A unit owner to whom a carport parking space is assigned and who pays for the construction of the carport thereon, shall thereafter be entitled to sell and convey his carport parking space in the same manner, and subject to the same restrictions and limitations, as imposed by the condominium instruments on the sale of an individual unit or apartment.

29. DISCLAIMER, WAIVER AND RELEASE OF CLAIMS REGARDING MOLD AND MILDEW. Mold occurs naturally in almost all-indoor environments. Mold spores may also enter a condominium through open doorways, windows or a variety of other sources. The Unit Owner acknowledges that the Condominium is located in a hot, humid climate ("Florida Environment"), which is conducive to the growth of mold and/or mildew. Mold and/or mildew may be present during or after construction in the indoor air and/or on the interior surfaces of the Unit, including, but not limited to, wall cavities, windows, and/or on the exterior surfaces of the Unit or any part thereof.

29.1 What the Unit Owner Can Do. The Unit Owner can take positive steps to reduce and/or eliminate the occurrence of mold growth in and around the Unit and thereby minimize the possibility of adverse effects that may be caused by mold. The following suggestions have been compiled from the recommendations of the U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the American Lung Association, and the National Association of Homebuilders, among others but they are not meant to be all-inclusive.

29.1.1 Before bringing items into the Unit, check for signs of mold. Potted plants (roots and soil), furnishings, stored clothing and bedding material as well as many other household goods could already contain mold which can then be spread to other areas of the Unit.

29.1.2 Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.

29.1.3 Keep the humidity in the Unit low. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, and/or by running air conditioning equipment to remove excess moisture in the air and to facilitate evaporation of water from wet surfaces.

29.1.4 Raise the temperature in areas where moisture condenses on surfaces, and open doors between rooms to increase air circulation in the Unit including doors to closets.

29.1.5 Have major appliances (e.g. furnaces, heat pumps, central air conditioners, ventilation systems, and humidifiers) inspected, cleaned and serviced regularly by a qualified professional,

29.1.6 Clean and dry refrigerator, air-conditioner and dehumidifier drip pans and filters regularly and be certain that refrigerator and freezer doors seal properly.

29.1.7 Inspect for condensation and leaks in and around the Unit on a regular basis. Look for discoloration or wet spots. Take notice of musty odors and any visible signs of mold.

29.1.8 Fix leaky plumbing and leaks in the exterior and interior surfaces of the Unit and all other sources of moisture problems immediately.

29.1.9 Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry wet surfaces and materials. Do not let water pool or stand in the Unit. Promptly replace materials that cannot be thoroughly dried such as drywall or insulation.

29.1.10 Do not let water pool or stand. If standing or excessive water is found, remove or seek professional help to remove it.

29.1.11 Perform routine visual inspections. Respond promptly upon seeing signs of moisture or mold. Thoroughly clean the affected area with a mild solution of bleach after first testing to determine if the affected material or surface is color safe. After cleaning, dry the affected surfaces completely. Porous materials such as fabric, upholstery or carpet should be discarded. Should the mold growth be severe, qualified trained professionals may be needed to assist in the removal effort.

29.1.12 Regularly maintain the Unit. For example regularly caulk the windows, faucets, drains, tub and showers.

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

EACH UNIT OWNER (BY VIRTUE OF HIS/HER ACCEPTANCE OF TITLE TO HIS/HER UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES LOSSES AND EXPENSES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR UNFORESEEN, THAT PURCHASER HAS, OR MAY HAVE IN THE FUTURE, IN LAW OR IN EQUITY ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH, RELEASE, DISCHARGE, DISPERSAL OR PRESENCE OF MOLD AND/OR MILDEW OR ANY CHEMICAL OR TOXIN SECRETED THEREFROM.

30. MISCELLANEOUS PROVISIONS.

30.1 If any provision of the Condominium Documents hereto, as the same now exist or as may be later amended or any portion thereof, shall be held invalid by any Court, the validity of the remainder of said condominium documents shall remain in full force and effect.

30.2 These Condominium Documents shall be binding upon the heirs, nominees, successors, administrators, executors and assigns of all unit owners.

30.3 All notices shall be given as provided in the Bylaws.

30.4 There shall be no limitation upon sale, lease or occupancy of any unit based upon age, race, creed, color, sex, religion, national origin, handicap or familial status. The Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Condominium Documents, when necessary to afford handicapped individuals the opportunity to enjoy the condominium premises.

30.5 The Developer granted to each unit owner a non-exclusive easement for streets, walks and other rights of way serving the unit as a part of the common elements. All liens and leaseholds shall be subordinate and subsequent to the rights of easement herein granted to each unit owner.

30.6 All persons joining this Declaration subjects his/her interest to the provisions of this Declaration and the provisions of Chapter 718, Florida Statutes, as now or hereafter amended.

30.7 In the event of a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act, Section 718, Florida Statutes, shall control

30.8 The Board of Directors of the Association shall be responsible for interpreting the provisions of this Declaration and of any exhibits attached hereto.

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

31.0 No pets of any type are allowed on the common grounds or to be kept in a unit.

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AMENDED AND RESTATED

BYLAWS OF

CHARLEVOI CONDOMINIUM ASSOCIATION

1. **IDENTITY** – These are the Amended and Restated Bylaws of CHARLEVOI CONDOMINIUM ASSOCIATION, an association organized pursuant to Chapter 718, Florida Statutes, herein called the Condominium Act, for the purpose of administering CHARLEVOI CONDOMINIUM, which is located at PUNTA GORDA, Florida, upon the lands described in the Declaration of Condominium.

(.1) **OFFICE** – The office of the Association shall be at the Condominium located at 150 West Retta Esplanade, Punta Gorda, Florida 33950.

(.2) **FISCAL YEAR** – The fiscal year of the Association shall be in the calendar year.

(.3) **SEAL** – The seal of the Association shall bear the name of the Association, the word "Florida", and the year of establishment.

(.4) **DEFINITIONS.** All terms used in these Bylaws shall have the same meaning, to the extent applicable, as set forth in the Articles of Incorporation for the Association, the Declaration of Condominium for the Condominium and the Florida Condominium Act (Chapter 718, Florida Statutes, 2003), all as may be amended from time to time.

2. MEMBERS' MEETINGS --

(.1) **THE ANNUAL MEMBERS' MEETING** shall be held at the Condominium at 2:00 o'clock P.M., on the first day of February of each year or at such other date, time and location in Charlotte County as may be determined by the Board of Directors, for the purpose of electing governors and of transacting any business authorized to be transacted by the members; provided, however, if that day is a Saturday, a Sunday or a legal holiday, the meeting shall be held at the same hour on the next succeeding day which is not a Saturday, a Sunday or legal holiday.

(.2) **SPECIAL MEMBERS' MEETINGS** shall be held at the condominium whenever called by the Chairman, Vice-Chairman, or by a majority of the Board of Governors, and must be called by such officers upon receipt of a written request from one-third of the entire membership. Members' meetings to recall a member or members of the Board of Directors may be called by 10% of the voting interests of the Association who shall give notice of the meeting, stating the purpose of the meeting, pursuant to Section 718.112(2)(k), Florida Statutes (2003), as amended from time to time.

(3) **NOTICE OF ALL MEMBERS' MEETINGS** stating the time and place and the objects for which the meeting is called shall be given by the Chairman or Vice-Chairman or Secretary unless waived in writing. Such notice shall be in writing to each member as his address appears on the Books of the Association and shall be mailed not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings. A copy of the aforesaid notice shall also be posted at a conspicuous place on the condominium property at least fourteen (14) days prior to the meeting. Notice of specific meetings may be waived before or after the meeting. However, the attendance of any member (or the member's authorized voting representative) shall constitute such member's waiver of notice of a meeting except when the member (or his authorized representative) attends for the sole and express purpose of objecting to the transaction of business on the grounds that the meeting was not lawfully called.

(4) **A QUORUM** at members' meetings shall consist of persons entitled to cast fifty-one (51%) percent of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of condominium, the Articles of Incorporation or these Bylaws. To the extent lawful, unit owners may join in any action taken at a meeting of the members through written approval of such action executed after the meeting and such approval shall be as though the unit owner duly approved the action of the meeting in question.

(5) **THE VOTE** of the owners of an apartment owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association in accordance with Article 4 of the Articles of Incorporation. The certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirements for a quorum nor for any other purpose.

(6) **PROXIES** - Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary at least twenty-four (24) hours before the appointed time of the meeting. No one person shall be permitted to hold or vote more than five (5) proxies. In no event shall proxies be used in the election of Directors. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy. The person designated may vote only on specific matters specified in the proxy and not on other matters that may be brought up at the meeting. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to amend the Declaration, Bylaws or Articles of Incorporation and for any other matter for which Chapter 718, Florida Statutes, requires or permits a vote of the unit owners. General proxies may be used for other matters for which limited proxies are not required.

(7) **APPROVAL OR DISAPPROVAL** of an apartment owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

(.8) **ADJOURNED MEETINGS** – If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

(.9) **THE ORDER OF BUSINESS AT ANNUAL MEMBERS' MEETINGS.**
The Chairman of the Board of Governors, or the Vice-Chairman in his absence, shall preside at all members' meetings, and the order of business at annual members' meetings and as far as practical at all other members' meetings shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of governors.
- (e) Reports of Committees.
- (f) Election of Governors.
- (g) Unfinished business.
- (h) New Business.
- (i) Adjournment.

3. **BOARD OF GOVERNORS –**

(.1) **MEMBERSHIP** – The affairs of the Association shall be managed initially by the board of three governors provided for in the Declaration of Condominium. All subsequent boards shall be composed of five governors. Each governor shall be a person entitled to cast a vote in the meetings of the Association. There shall be at least one governor from each building. A grantor of a trust described in Section 733.707(3), Florida Statutes (2003), or a beneficiary as defined in Section 737.303(4)(b), Florida Statutes (2003), and the spouses of such persons, shall be considered eligible for Board membership. Persons who are convicted felons, who have not had their civil rights restored, are not eligible to serve on the Board. The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in the Condominium Act, or resigns. Resignations of Directors are effective when received by the Association in writing, unless a later date is stated.

(.2) **DESIGNATION OF GOVERNORS** shall be in the following manner:

(a) Members of the Board of Governors shall be elected by a majority of those present and voting at the annual meeting of the members of the Association.

(b) Except as to vacancies provided by removal of governors by members, vacancies in the Board of Governors occurring between annual meetings of members shall be filled by a majority vote of the Board of Governors.

(c) Any governor may be removed with or without cause by concurrence of a majority of the members of the Association at a special meeting of the members

called for that purpose. The vacancy in the Board of Governors so created shall be filled by the members of the Association at the same meeting.

1. **Amendment to Article 3(.3) of the Bylaws to read as follows:**

(.3) **TERM OF OFFICE** – At the annual meeting of unit owners in ~~1977~~ 2010, term of office of Board members shall be fixed as follows:

The terms of each director's service shall be for two (2) years

If a member resigns or ceases to serve for any reason (other than removal by recall) prior to the expiration of his term of office, then his vacancy shall be filled in the manner provided in paragraph 3(.2)(b) of the Bylaws, and the member so chosen to fill the vacancy shall serve for the remainder of the unexpired term.

and subsequently until his successor is duly elected and qualified, or until he or she is removed in the manner elsewhere provided in these Bylaws. In order to implement two (2) year staggered terms, at the annual meeting held in 2010, the five (5) candidates with the highest number of votes shall serve a two (2) year term and the two (2) candidates with the next highest number of votes shall serve a one (1) year term. Thereafter, all persons elected to the Board shall be elected to a two (2) year term. If there is not a contested election at the annual meeting held in 2010, the persons seated on the Board shall decide among themselves who shall serve two (2) years and who shall serve one (1) year in accordance with these provisions or the implementation of staggered terms will be delayed until the next contested election and all Board members will continue to serve one (1) year terms until staggered terms are implemented.

(.4) **THE ORGANIZATION MEETING** of a newly elected Board of Governors shall be held within ten (10) days of their election at such place and time as shall be fixed by the governors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary, provided a quorum shall be present.

(.5) **REGULAR MEETINGS OF THE BOARD OF GOVERNORS** shall be held at the condominium. Notice of meetings, which notice shall specifically include an agenda, shall be posted conspicuously on the condominium property at least 48 continuous hours in advance of the meeting for the attention of unit owners, except in an emergency. Meetings at which a regular monthly or quarterly assessment is to be considered shall contain a statement that assessments will be considered and the nature of such assessments. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use will be considered, shall be mailed or delivered to the unit owners and posted conspicuously upon the condominium property not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by an affidavit executed by the person giving notice and shall be filed among the official records of the Association. Notice of regular meetings shall also be given to each governor personally or by mail, telephone or telegraph, at least forty-eight (48) hours prior to the day named for such meeting.

(.6) **SPECIAL MEETINGS OF THE GOVERNORS** may be called by the Chairman and must be called by the Secretary at the written request of one-third of the governors. Except for emergencies, not less than forty-eight (48) hours notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. All meetings shall be held at the condominium.

(.7) **WAIVER OF NOTICE** – Any governor may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

(.8) **A QUORUM** of governors' meetings shall consist of a majority of the entire Board of Governors. Each governor has an equal right to initiate a motion. second

motion, and vote on any proposal before the Board of Governors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Governors. If at any meeting of the Board of Governors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

(.9) **THE PRESIDING OFFICER** at governors' meetings and members' meetings shall be the Chairman of the Board of Governors if such an officer has been elected; and if none, then the Vice-Chairman shall preside. In the absence of the presiding officer, the governors present shall designate one of their number to preside.

(.10) **GOVERNORS SHALL SERVE WITHOUT PAY**, but shall be entitled to reimbursement for expenses reasonably incurred in furtherance to their performance as Board Members.

4. POWERS AND DUTIES OF THE BOARD OF GOVERNORS -- All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, and those Bylaws shall be exercised exclusively by the Board of Governors, or its duly authorized agents, contractors, or employees subject only to the approval by apartment owners when such is specifically required. Such powers and duties of the governors shall include but shall not be limited to the following:

(.1) **TO MAKE AND COLLECT ASSESSMENTS** against members to defray the costs and common expenses of the condominium.

(.2) **TO USE THE PROCEEDS OF ASSESSMENTS** in the exercise of its powers and duties.

(.3) **THE MAINTENANCE, REPAIR, REPLACEMENTS AND OPERATION** of the condominium property.

(.4) **THE RECONSTRUCTION OF IMPROVEMENTS AFTER CASUALTY** and the further improvement of the property.

(.5) **TO MAKE AND AMEND REGULATIONS** respecting the use of the property in the condominium.

(.6) **TO APPROVE OR DISAPPROVE PROPOSED TRANSACTIONS** in the manner provided by the Condominium Declaration.

(.7) **TO ENFORCE BY LEGAL MEANS** the provisions of applicable laws, the condominium documents, the Bylaws of the Association, and the regulations for the use of the property in the condominium.

(.8) TO CONTRACT FOR MANAGEMENT of the condominium and to delegate to such contractor such powers and duties of the Association except as are specifically required by the condominium documents or applicable laws to have approval of the Board of Governors or the membership of the Association.

(.9) TO PAY TAXES AND ASSESSMENTS which are liens against any part of the condominium other than individual apartments and the appurtenances thereto, and to assess the same against the apartment subject to such liens.

(.10) TO CARRY INSURANCE for the protection of apartment owners and the Association against casualty and liabilities.

(.11) TO PAY THE COST OF ALL POWER, water, sewer and other utility services rendered to the condominium and not billed to owners of individual apartments.

(.12) TO EMPLOY PERSONNEL for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

(.13) TO APPROVE TRANSFERS. The Directors may approve or disapprove proposed transactions or transfers in the manner provided by the Declaration of Condominium, and to charge a preset fee, not to exceed the maximum permissible by law, in connection with such right of approval. In connection with the lease of units, the Board may require the posting of a security deposit to protect against damages to the Common Elements or Association Property, in the manner provided by law.

(.14) TO DEAL IN REAL AND PERSONAL PROPERTY AND BORROW MONEY. The Directors may make and execute contracts, deeds, mortgages, notes, and other evidence of indebtedness, leases, and other instruments by its officers and to purchase, own, lease, convey, and encumber real and personal property. The Directors may grant easements and licenses over the condominium property necessary or desirable for proper operation of the Condominium.

(.15) TO LEVY FINES. The Directors may, pursuant to Section 718.303, Florida Statutes (2003), impose fines against a unit not to exceed the maximum permissible by law, for failure to comply with the provisions of the Board policies and resolutions, the Condominium Documents, including the Rules and Regulations, and applicable laws by owners, occupants, licensees, tenants, and invitees.

(.16) TO APPOINT COMMITTEES. The Directors may appoint committees and delegate to such committees those powers and duties of the Association as the Board deems advisable. All committees and committee members shall serve at the pleasure of the Board. Committees of the Association as defined in the Section 718.103(6), Florida Statutes (2003), as amended from time to time, shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. Meetings of a committee to take final action on behalf of the board or make recommendations to the board regarding the association budget shall be noticed in the same manner as the board of directors meetings described herein. Meetings of a committee that does not take final action on behalf of the board and only makes recommendations to the

board regarding the association are not subject to the same notice requirements as board of director meetings.

(.17) TO APPROVE THE INSTALLATION OF HURRICANE SHUTTERS.

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

(.18) TO EXERCISE EMERGENCY POWERS. In the event of any "emergency" as defined herein below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Section 617.0207, Florida Statutes (2003), and Section 617.0303, Florida Statutes (2003), as amended from time to time.

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

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

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

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

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

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

vii. For purposes of this Section only, an "emergency" exists only during a period of time that the condominium, or the immediate geographic area in which the condominium is located, is subjected to:

- A. a state of emergency declared by local civil or law enforcement authorities;
- B. a hurricane warning;
- C. a partial or complete evacuation order;
- D. federal or state "disaster area" status; or
- E. a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.
- F. an unanticipated set of circumstances, which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Association, the unit owners, the condominium property, or association property.

5. OFFICERS –

(.1) THE EXECUTIVE OFFICERS of the Association shall be the Chairman, a Vice-Chairman, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Governors and who may be peremptorily removed by a majority vote of the governors at any meeting. Any person may hold two or more offices except that the Chairman shall not also be the Secretary or Assistant Secretary. The Board of Governors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

(.2) THE CHAIRMAN shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of a corporation, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate.

(.3) THE VICE-CHAIRMAN shall in the absence or disability of the Chairman exercise the powers and perform the duties of the Chairman. He shall also generally assist the Chairman and exercise such other powers and perform such other duties as shall be prescribed by the governors.

(.4) THE SECRETARY shall keep the minutes of all proceedings of the governors and the members. He shall attend to the giving and serving of all notices to the members and governors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall

keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the governors or the Chairman. The Assistant Secretary will perform the duties of the Secretary when the Secretary is absent.

(.5) **TREASURER** shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

6. FISCAL MANAGEMENT – The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

(.1) **ASSESSMENT ROLL** – The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each apartment. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments come due, the amounts paid upon the account, and the balance due upon assessments.

(.2) **BUDGET** –

(a) The Board of Governors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association. The budget shall include estimated common expenses and a reasonable allowance for contingencies and reserves less the unneeded fund balances on hand, if any. Copies of the budget and proposed assessments shall be transmitted to each apartment owner. The proposed budget shall include reserves per Section 718.112(2)(f)2, Florida Statutes (2003), as amended from time to time, the funding of which may be waived or reduced by the owners. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the entire voting interests at a duly called meeting of the Association, or by the written approval of a majority of the entire voting interests. The budget will contain a reasonable allowance for contingencies and provide funds for all operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that notice of the Board meeting at which the revised budget will be considered along with a copy of the proposed revisions to the budget shall be mailed to each member. A copy of the proposed annual budget shall be mailed or hand-delivered to the unit owners not less than 14 days prior to the meeting of the Directors at which the budget will be adopted together with a notice of the meeting.

(b) A unit owner shall be liable for all assessments and charges coming due while the owner of a unit, and such owner and owner's grantees or successors after a voluntary conveyance or other acquisition of title shall be jointly and severally liable for all unpaid assessments and charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any common elements or Association property or by abandonment of the unit for which the assessments are due. Where a mortgagee holding a first mortgage of record obtains title to a unit by foreclosure, such mortgagee and its

successors and assigns shall only be liable for such unit's assessments, charges, or share of the common expenses which became due prior to acquisition of title as provided in the Florida Condominium Act (2003), as amended from time to time.

(c) The unpaid portion of an assessment, including an accelerated assessment which is due, together with all costs, interest, late fees, and reasonable attorney's fees for collection, including appeals, shall be secured by a continuing lien upon the unit.

(d) Unpaid charges due to the Association together with costs, interest, late fees, and reasonable attorney's fees shall be secured by a common law and contractual lien upon the unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

(e) Assessments or charges paid on or before ten days after the date due shall not bear interest, but all sums not paid on or before ten days shall bear interest at the highest rate permitted by law from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of \$25 or 5% of each installment of the assessment for which payment is late, or the maximum late fee permissible by law. The Association may also accelerate all assessments or charges which are accrued, but not yet due, in the manner provided by law. All payments upon account shall be first applied to interest, then the late fee, then to any costs and reasonable attorney's incurred, and then to the assessment payment first due.

(f) The Association, at its option, may enforce collection of delinquent assessments or charges by suit at law, by foreclosure of the lien securing the assessments or charges, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration or which have thereafter become due, plus interest thereon, and all costs incident to the collection and the proceedings, including reasonable attorney's fees, incurred before trial, at trial, and on appeal. The Association may attach rental income for delinquent units and may withhold approval for the sale, lease, or other transfer of a unit, or any interest therein, until all past due assessments, interest, late fees, costs, and attorney's fees have been paid in full. The Association must deliver or mail by certified mail to the unit owner a written notice of its intention to foreclose the lien as provided by law.

(.3) THE DEPOSITORY of the Association shall be such bank or banks in Florida as shall be designated from time to time by the governors and in which the monies for the Association shall be deposited. Such depositories shall carry FDIC insurance. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the governors.

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(.4) ~~AN AUDIT of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.~~

(.5) **FIDELITY BONDS** may be required by the Board of Governors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the governors. The premiums on such bonds shall be paid by the Association.

7. **PARLIAMENTARY RULES** – Roberts Rules of Order (latest edition) shall serve as a guide to the conduct of corporate proceedings when not in conflict with the Articles and Bylaws of the Association or with the Statutes of the State of Florida.

8. **AMENDMENTS** – Amendments to the Bylaws shall be proposed in the following manner:

(.1) **NOTICE** of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(.2) **A RESOLUTION** adopting a proposed amendment must receive approval of 60% of the votes of the membership of the Board of Governors and 51% of the votes of the entire membership of the Association. Governors and members not present at the meetings considering the amendments may express their approval in writing.

(.3) **INITIATION** – An amendment may be proposed by either the Board of Governors or by the membership of the Association, and after being proposed and approved by one of such bodies it must be approved by the other.

(.4) **EFFECTIVE DATE** – An amendment when adopted shall become effective only after being recorded in the Public Records of Charlotte County, Florida.

(.5) **THESE BYLAWS** shall be amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium.

(.6) **WEIGHT OF VOTES** cast by members of the Association shall be one vote for each apartment.

(.7) **VOTE REQUIRED TO TRANSACT BUSINESS** – When a quorum is present at any meeting, the holders of a majority of the voting rights present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by expressed provision of applicable laws, the Condominium Declaration, the Articles of Incorporation, or by the Bylaws, a different percentage is required, in which case such expressed provision shall govern and control the decision of such meeting.

(.8) **AUTOMATIC AMENDMENT.** These Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium or the Articles of Incorporation. Whenever Chapter 718, Florida Statutes (2003) Chapter 617, Florida Statutes (2003), or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board may operate the Association pursuant to the less stringent

requirements. The Board of Directors, without a vote of the owners, may adopt by majority vote, amendments to these Bylaws as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes (2003), or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

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

9.1 Conflicts. The term "Condominium Documents," as used in these Bylaws and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, these Bylaws, the Rules and Regulations of the Association, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration of Condominium. In the event of a conflict between the language in the Declaration of Condominium and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Condominium Documents, the following priorities shall control:

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

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

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

ARTICLES OF INCORPORATION

OF

CHARLEVOI CONDOMINIUM ASSOCIATION, INC.
(A Corporation Not for Profit)

THE UNDERSIGNED HEREBY ASSOCIATE THEMSELVES FOR THE PURPOSE OF FORMING A CORPORATION NOT-FOR-PROFIT UNDER AND PURSUANT TO CHAPTER 617, FLORIDA STATUTES, 1973, AND DO HEREBY CERTIFY AS FOLLOWS:

ARTICLE 1

NAME

The name of this Corporation shall be CHARLEVOI CONDOMINIUM ASSOCIATION, INC. For convenience, the Corporation shall be herein referred to as the "Association".

ARTICLE 2

PURPOSE

2.1 The purpose for which the Association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 711, Florida Statutes, 1972, as amended, for the operation of CHARLEVOI CONDOMINIUM ASSOCIATION, INC., a condominium, located upon the lands in the City of Punta Gorda, Charlotte County, Florida, more particularly described in Declaration of Condominium of Charlevoi Condominium, Punta Gorda, Florida, recorded in O.R. Book 443, Page 96, Public Records of Charlotte County, Florida.

2.2 The Association shall make no distribution of income to its members, directors or officers.

2.3 The Association shall be the successor of CHARLEVOI CONDOMINIUM ASSOCIATION, an unincorporated legal entity pursuant to Chapter 711, Florida Statutes and the Declaration of Condominium of CHARLEVOI CONDOMINIUM, Punta Gorda, Florida, and shall have all of the rights, power, duties, responsibility and authority heretofore held by the said unincorporated Association.

ARTICLE 3

POWERS

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

3.1 The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

a. To make and collect assessments against members as apartment owners to defray the costs, expenses and losses of the condominium.

b. To use the proceeds of assessments in the exercise of its powers and duties.

c. The maintenance, repair, replacement and operation of the condominium property.

d. The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as apartment owners.

e. The reconstruction of improvements after casualty and the improvement of the property.

f. To make and amend reasonable regulations respecting the use of the property in the condominium, provided, however, that all such amendments to these Articles shall be approved by not less than seventy-five percent (75%) of the votes of the entire membership of the Association before such shall become effective.

g. To approve or disapprove the transfer, mortgage and ownership of units as may be provided by the Declaration of Condominium and the By-Laws.

h. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Regulations for the use of the property in the condominium.

i. To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.

j. To contract for the management or operation of portions of the common elements susceptible to separate management or operation.

k. To employ personnel to perform the services required for the proper operation of the condominium.

3.3 The Association shall not have the power to purchase an apartment of the condominium except at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without unanimous approval of the members and the joinder of all record owners of mortgages upon the condominium.

3.4. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

3.5 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws as they now exist or as amended hereafter.

ARTICLE 4

MEMBERS

4.1 The Members of the Association shall consist of all of the record owners of a present vested interest in an apartment in the condominium; and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.

4.2 After receiving approval of the Association as required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Charlotte County, Florida, a deed or other instrument establishing a record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

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

4.4 Owners of each unit shall collectively be entitled to one vote, and the person entitled to cast such vote shall be determined as follows:

A statement must be filed with the Secretary of the Corporation, in writing, signed under oath by members with a present interest in an apartment and shall state:

a. The respective percentage interest of every person (as recorded in the Public Records of Charlotte County, Florida) owning a vested present interest in the fee title of the unit in which the affiant owns an interest.

b. Which one of the owners of the apartment in which the affiant owns an interest is to represent all of the owners of that apartment at membership meetings and cast the vote to which they are entitled. The person so designated by the persons owning the majority present interest in an apartment shall be known as the Voting Member and shall be the only member owning an interest in that apartment eligible to cast the vote for said apartment at membership meetings. The person designated as the Voting Member may continue to cast the binding vote for all members owning an interest in the apartment in which he owns an interest until such time as another person is properly designated as the Voting Member by those members owning the majority present interest by a similar written statement filed with the Secretary.

4.5 There shall not be more than eighty (80) Voting Members at any one time and each may cast one vote. A corporation, or any individual with an interest in more than one apartment may be designated the Voting Member for each apartment in which he owns an interest. Failure by members of an apartment to file such statement under oath with the Secretary prior to a members' meeting will result in depriving the members with an interest in such apartment of a vote at such meeting. If the Association acquired ownership of an apartment, the vote attached to that apartment is suspended and shall not be voted until the apartment is transferred to another bona fide owner.

ARTICLE 5

DIRECTORS

5.1 The affairs of the Association shall be managed by a Board of Governors consisting of seven (7) members who shall be members of the Association. CHARLEVOI CONDOMINIUM consists of two (2) separate buildings, and at least one (1) governor shall be elected from each building. The terms "Board of Governors", "Board of Directors" and "Board of Administration" shall be deemed synonymous, and the terms "Director" and "Governor" shall also be deemed synonymous.

5.2 Governors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws, and shall continue to serve until their successors have been elected. Governors may be removed for good cause shown and vacancies on the Board of Governors shall be filled in the manner provided by the By-Laws.

5.3 The names and addresses of the members of the first Board of Governors who shall hold office until their successors are elected and have qualified, or unless removed for cause, are as follows:

John B. Cram	749 N.W. Hartford Drive Port Charlotte, Florida 33952
Anna K. Goodall	Apartment 221 The Charlevoi Punta Gorda, Florida
R. Howard Gross	Apartment 227 The Charlevoi Punta Gorda, Florida
Norbert Miller	Apartment 301 The Charlevoi Punta Gorda, Florida
William S. Nickell	Apartment 203 The Charlevoi Punta Gorda, Florida
Arnold F. Schade	318 S.E. Severin Road Port Charlotte, Florida
Ray H. Smith, Jr.	Apartment 327 The Charlevoi Punta Gorda, Florida

ARTICLE 6

OFFICERS

The Affairs of the Association shall be administered by the officers designated by the By-Laws. The officers shall be elected by the Board of Governors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Governors. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

OFFICERSTITLEADDRESS

Ray H. Smith, Jr.

Chairman

Apartment 327
The Charlevoi
Punta Gorda, Florida

Arnold F. Schade

Vice Chairman

318 S.E. Severin Road
Port Charlotte, Florida

Anna K. Goodall

Secretary

Apartment 221
The Charlevoi
Punta Gorda, Florida

Norbert Miller

Treasurer

Apartment 301
The Charlevoi
Punta Gorda, FloridaARTICLE 7

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him, to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Governors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE 8

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Governors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE 9

AMENDMENTS

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

9.1 Written notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered and such notice shall be delivered to each member at least twenty (20) days prior to the meeting.

9.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Governors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting.

a. Such approvals must be not less than seventy-five percent (75%) of the entire membership of the Board of Governors and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

b. By not less than eighty percent (80%) of the votes of the entire membership of the Association.

9.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 3.3 of Article 3, without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. This provision shall not prevent amendments to the Declaration of Condominium in the manner provided therein.

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

ARTICLE 10

TERM

The term of the Association shall be perpetual.

ARTICLE 11

SUBSCRIBERS

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

John B. Cram

749 N.W. Hartford Drive
Port Charlotte, Florida

Anna K. Goodall

Apartment 221
The Charlevoi
Punta Gorda, Florida

R. Howard Gross	Apartment 227 The Charlevoi Punta Gorda, Florida
Norbert Miller	Apartment 301 The Charlevoi Punta Gorda, Florida
William S. Nickell	Apartment 203 The Charlevoi Punta Gorda, Florida
Arnold F. Schade	318 S.E. Severin Road Port Charlotte, Florida
Ray H. Smith, Jr.	Apartment 327 The Charlevoi Punta Gorda, Florida

ARTICLE 12

RESIDENT AGENT

BERNARD R. MOSELEY, a resident of Charlotte County, Florida, whose post office address is 166 N. Tamiami Drive, N.E., Port Charlotte, Florida, is hereby designated as resident agent for service of process.

ARTICLE 23

EFFECTIVE DATE

These articles shall become effective when approved by the membership of the Association and executed by the subscribers.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Punta Gorda, Florida, this 4th day of August, 1975.

CHARLEVOI CONDOMINIUM ASSOCIATION, INC.

<u>s/John B. Cram</u>	(SEAL)
<u>s/Anna K. Goodall</u>	(SEAL)
<u>s/R. Howard Gross</u>	(SEAL)
<u>s/Norbert J. Miller</u>	(SEAL)
<u>s/William S. Nickell</u>	(SEAL)

s/Arnold F. Schade (SEAL)

s/Ray H. Smith, Jr. (SEAL)

STATE OF FLORIDA
COUNTY OF CHARLOTTE

Before me, the undersigned authority, personally appeared the above named subscribers, to me well known, and known to me to be the persons described in and who executed the foregoing Articles of Incorporation, and they severally acknowledged before me that they executed the same freely and voluntarily and for the uses and purposes as stated therein.

Witness my hand and official seal this 4th day of August, 1975.

My Commission Expires:

January 21, 1977

s/Andrew D. Owens
Notary Public - State of Florida
at Large

ACCEPTANCE BY RESIDENT AGENT

I, BERNARD R. MOSELEY, a resident of Charlotte County, Florida, whose post office address is 166 N. Tamiami Drive, N.E. Port Charlotte, Florida, hereby accept appointment as Resident Agent of Charlevoi Condominium Association, Inc.

Dated this 4th day of August, 1975.

s/ Bernard R. Moseley

(SEAL)

CERTIFICATION

I, RAY H. SMITH, JR., as Chairman of the Board of Charlevoi Condominium Association, Inc., and as former Chairman of the Board of Charlevoi Condominium Association, the predecessor of Charlevoi Condominium Association, Inc., and I, ANNA K. GOODALL as Secretary of the aforesaid Condominium Association and corporation, hereby certify that on July 31, 1975 at a duly called special meeting of the members of Charlevoi Condominium Association, held at the Condominium in Punta Gorda, Florida, the foregoing Articles of Incorporation were approved and adopted by the membership.

WITNESS our hands and seals this 4th day of August,
1975.

s/Ray H. Smith, Jr., as (SEAL)
Chairman of the Board

s/Anna K. Goodall (SEAL)
Secretary

*
THIS INSTRUMENT PREPARED BY
AND RETURN TO:
KEVIN L. EDWARDS, ESQ.
BECKER & POLIAKOFF, P.A.
6230 UNIVERSITY PARKWAY, SUITE 204
SARASOTA, FL 34240

**CERTIFICATE OF AMENDMENT
TO THE
AMENDED AND RESTATED BYLAWS
OF
CHARLEVOI CONDOMINIUM ASSOCIATION, INC.**

The undersigned officers of Charlevoi Condominium Association, Inc., a not for profit Florida corporation organized and existing to operate and govern Charlevoi, A Condominium, according to the original Declaration of Condominium, thereof as recorded in the public records of Charlotte County in O.R. Book 443, Page 95, et seq., and Amended and Restated Declaration of Condominium, thereof as recorded in the public records of Charlotte County in O.R. Book 2427, Page 665, et seq., and all amendments thereto, which encloses as an exhibit the Bylaws thereof as originally recorded in the public records of Charlotte County in O.R. Book 443, Page 128, et seq., and Amended and Restated Bylaws, thereof as recorded in the public records of Charlotte County in O.R. Book 2427, Page 713, et seq., and all amendments thereto, hereby certifies that the following amendment to the Bylaws was duly adopted in the manner provided in the governing documents of the Association and applicable law at a duly convened meeting.

(Additions indicated by underlining, deletions by ~~strike-through~~)

1. Amendment to Article 6 (.4) of the Bylaws to read as follows:

6. Fiscal Management:

(.4) ~~AN AUDIT of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.~~
The Board of Directors shall prepare (or cause to be prepared) financial statements and/or reports meeting the criteria set forth in Section 718.111(13) of the Condominium Act (2016) as the same now exists or may be amended or renumbered from time to time. Said reports shall be furnished to the unit owners and/or available for inspection by the members as provided by law.

(The remainder of Article 6 remains unchanged)

CHARLEVOI CONDOMINIUM
ASSOCIATION, INC.

By: Karen A. Garrett
President

ATTEST: Marjorie I. Galetti
Secretary

Lissette Muse
Witness Signature

Lissette Muse
Printed Name

Catherine A. Cox
Witness Signature

CATHERINE A. Cox
Printed Name

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 26 day of July 2016
by Karen A. Garrett, as President and Marjorie I. Galetti, as Secretary of
CHARLEVOI CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of
the corporation. They are personally known to me or have produced FLDL
FLDL as identification. If no type of identification is indicated, the above-named
persons are personally known to me.



Lissette Muse
Notary Public
State of Florida
My Commission # EE 850382
Expires: November 8, 2016

Lissette Muse
Notary Public
Printed Name Lissette Muse
State of Florida
My Commission Expires 11/08/2016

ACTIVE: 8770999_1

CHARLEVOI CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

1. Vehicles must be parked in designated areas, one vehicle per parking space.

All vehicles must be parked so the rear license plate is visible from the driving lane of the parking lot. No vehicle may display advertising or for sale signs. No boats, trailers, RVs, campers or oversized vehicles may be parked in the parking lot at any time. Residents may not use visitors parking. No trucks over 20 feet in length is allowed in the spaces located in the west parking lot at any time. All service trucks over 20 feet must use the East parking lot.

2. Use of the recreational facilities will be in such a manner as to respect the rights of others and will be subject to the rules and regulations prescribed by the Charlevoi Condominium Association.

Recreations rooms may be reserved through the Recreation Committee.

3. No radio or television antenna nor any wiring for any purpose may be installed on the exterior of the buildings without the written consent of the Association Board of Directors.
4. No signs, pennants, advertisements, notices or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the Condominium and/or common property, or vehicle without the prior written consent of the Association Board.
5. No washlines will be erected installed or placed outside an owner's unit. With regard to washlines, outside an owner's unit shall include any porch, lanai or balcony which is part of a unit. In addition, nothing shall be hung from windows or balconies, nor shall rugs or mops be shaken from any windows, doors, balconies, lanais and/or walkways and further no items shall be thrown or lowered or dumped from the walkways/balconies.
6. All common areas inside and outside the buildings will be used for their intended purposes and no articles belonging to unit owners shall be kept thereon or therein and such areas shall at all times be free of obstructions.

7. All units shall be used for residential purposes only. Minimum rental period is six months. The Screening Committee shall approve or deny the purchase or rental requests within 20 days of receiving written request.
8. Garbage shall be disposed of only in strong, securely fastened bags in a size not exceeding the circumference of the chute. Cartons and oversized items must be broken down flat and placed by the Trash Room. No unbagged item in the dumpsters.
9. No owner may make or permit any disturbing noises or improper use of the premises whether made by himself, his family, friends or lessees, nor do or permit anything to be done by such persons which will interfere with the rights, comfort, and convenience of others.
10. No occupant may play or allow to be played in a loud manner any musical instrument, phonograph, radio or television set in any unit between the hours of 10:00 P.M. and the following 9:00 A.M. if the same shall disturb or annoy other occupants of the Condominium.
11. No pets of any type shall be allowed at any time on the common grounds or in a unit.
12. The activities and behavior of all children, whether residents or guests when upon the Condominium property shall be regulated by an adult including physical supervision when necessary.
13. The Directors or their assigned representatives shall at all times have the authority to require owners, lessees, guests or other adult who is responsible for a particular child or children, to remove same from any common area if the child's conduct is such that they believe this action is necessary.
14. The Association shall retain a pass key to each unit. No unit owner may alter any lock or install a new door, a new lock or a knocker on any door without the written consent of the Board of Directors. In case such consent is given, the unit owner shall provide the Association with a key for the use of the Association pursuant to its right of access to the premises.
15. The concrete floor surfaces of all units shall be covered with carpeting, vinyl or some other resilient floor covering to prevent the transmission of noise from one unit to another. Ceramic tiled floors must have a sound barrier under the tile.

16. Use of the pool is per posted regulations. Those regulations are a part of these documents.
17. No open-flame cooking or grilling is allowed on porches, lanais, balconies or in units nor on common grounds except by written permission.
18. Unit owners shall not drill through slabs or common walls for any reason.
19. These rules and regulations shall apply equally to owners, their families, guests and lessees. If a unit owner leases his/her unit, a copy of these rules and regulations must be provided to the lessee. All owners and lessees must complete a resident questionnaire form.
20. In the event a lessee violates the rules and regulations of the Association relating to the normal use and occupancy of a unit within the Condominium or use and occupancy of a common element or limited common element, then in such event the Association shall have the right to terminate and cancel the lease and to bring appropriate legal proceedings when necessary to complete eviction. The costs involved in an eviction action, including reasonable attorney fees, shall be the obligation of the tenant and owner, jointly severally.
21. All service or contractor work must be performed by a licensed contractor and listed by the City of Punta Gorda. Permits where required must be obtained and applicable codes followed unless waived by the city.
22. Any item not in sealed plastic bags must be placed by the East Building Trash Room. Cartons should be flattened. No open paint cans or toxic material are to be placed in dumpsters. These items are to be disposed of at a toxic waste site by the unit owners or resident.
23. A unit owner may own one covered parking space per unit they own. A single unit may not have two covered parking spaces.
24. A renter or unit owner may not have more vehicles parked on the premises for which they have parking spaces.
25. Visitor parking is limited to 14 days for visitors.
26. Unit owners/lessees must be in residence in their unit when guests are present in the unit.

POOL RULES

- * This pool for residents and guests only
- * No lifeguard on duty - swim at your own risk
- * Swimming suits only - no street clothes
- * Oil or lotion must be removed before entering or re-entering the pool
- * You must dry before entering the elevators or leaving pool area
- * Only toilet trained children allowed in the pool
- * No diapers or depends
- * No splashing when adults are in the pool
- * No jumping into the pool
- * No throwing of any objects
- * Soft flotation toys only are allowed in the pool
- * Residents must be present to monitor their guests activities while in the pool
- * No glass containers, glasses, or pets in the pool area
- * Food and drinks must be back 4 feet from the pool edge
- * No adjustments may be made to pool or equipment including life line
- * No swimming while the pool cover is on any part of the pool
- * Do not sit or stand on life line
- * Do not stand, sit or run on the skimmer shelf
- * No children under 12 allowed in the pool area unless accompanied by an adult
- * No running or playing in or around pool area

POOL HOURS ARE 8:00 AM TO 10:00 ~~PM~~ AM