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**DECLARATION OF CONDOMINIUM**

**OF**

**PEACE HARBOR, A CONDOMINIUM**

KNOW ALL MEN BY THESE PRESENTS:

On this 30<sup>th</sup> day of August, 2006, **SEA COVE DEVELOPMENT CORP.** hereinafter called "Developer", as the owner of the fee simple interest to the Land described herein, for itself, its heirs, its grantees, and assigns, hereby makes the following declarations:

1. **DESCRIPTION OF CONDOMINIUM PROPERTY**: The developer owns certain real property located in Charlotte County, Florida, as described in Exhibit "A" attached hereto ("Land").

2. **SUBMISSION TO CONDOMINIUM OWNERSHIP**: Developer hereby submits the Land and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or fixed, located on and intended for use in connection therewith, to the condominium form of ownership and use in the manner provided by the Florida Condominium Act as it exists on the date of the recording of this Declaration; excluding therefrom, however, any public utility installations, cable television lines, and other similar equipment that are owned by the utility furnishing services to the Condominium. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners of condominium parcels. The acquisition of title to a unit, or any other interest in the condominium property, or the lease, occupancy, or use of any portion of the condominium property shall constitute an acceptance and ratification of all provisions of this Declaration as it may be amended from time to time, and shall signify agreement to be bound by its terms.

3. **NAME**: The name of this Condominium is Peace Harbor, a Condominium.

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

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

4.2. **"Association"** means Peace Harbor Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the management and operation of this Condominium.

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

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

4.5. "**Charge**" or "**Special Charge**" means the obligation of a unit owner to pay or reimburse money to the Association that cannot be secured as an assessment pursuant to Section 718.116, Florida Statutes, but which will, if the charge is not paid, give rise to a cause of action against the unit owner pursuant to this Declaration.

4.6. "**Common Elements**" means that portion of the Condominium property not included in the units, including the Land, all parts of the improvements which are not included within the units, or easements, and installments for furnishings to more than one unit or to the common elements, an easement for support in every portion of a unit which contributes to the support of the building and any other part of the Condominium property designated as common elements in this Declaration or any recorded exhibits thereto.

4.7. "**Common Expenses**" means all expenses and assessments properly incurred by the Association.

4.8. "**Common Surplus**" means the excess of all receipts of the Condominium Association collected on behalf of the Condominium, including, but not limited to, assessments, rents, profits and revenues on account of the common elements over the amount of the common expenses.

4.9. "**Condominium Documents**" means and includes this Declaration and all recorded exhibits hereto and any rules and regulations approved by the Board of Directors, as amended from time to time.

4.10. "**Condominium Property**" means the lands and personal property subject to the condominium form of ownership, whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto.

4.11. "**Condominium Unit**" shall mean and refer to a condominium unit as that term is used in this Declaration of Condominium, which unit shall be subject to exclusive ownership.

4.12. "**Declarant or Developer**" shall mean and refer to Sea Cove Development Corp., its grantees, successors or assigns. It shall not be any person or entity who purchases a Condominium unit from Sea Cove Development Corp., unless such purchaser is specifically assigned some of the rights of Declarant by a separate recorded instrument.

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

- (A.) One natural person.
- (B.) Two or more natural persons who regularly reside together as a single housekeeping unit, each of whom is related by blood, marriage or adoption to each of the others.
- (C.) Two or more natural persons meeting the requirements of (B) above, except that there is among them one person who is not related to some or all of the others.

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

4.15. "**Institutional Mortgagee**" shall refer to any one of the following:

- (A.) A lending institution holding a mortgage encumbering a unit, including without limitation any of the following types of institutions or entities: a federal or state savings and loan or building and loan association, a bank chartered by a state or federal government, a real estate investment trust, a pension and profit sharing trust, a mortgage company doing business in the State of Florida, or a life insurance company doing business in Florida which is approved by the Commissioner of Insurance of the State of Florida.
- (B.) A governmental, quasi-governmental or private company that is engaged in the business of making, purchasing, holding, guaranteeing or insuring residential mortgages, including without limitation the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration and the Department of Urban Development.

4.16. "**Lease**" means the grant by a unit owner of a temporary right of use of the owner's unit for valuable consideration.

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

4.18. "**Member**" shall mean and refer to all those owners who are members of the Association.

4.19. "**Occupy**", when used in connection with a unit, means the act of staying overnight in a unit. "**Occupant**" is a person who occupies a unit.

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4.20. "**Owner**" has the same meaning as "unit owner" as defined in the Condominium Act.

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

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

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

4.24. "**SFWMD**" shall mean the South Florida Water Management District.

4.25. "**Surface Water Management System Facilities**" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, lakes, dams, impoundments, reservoirs, drainage and maintenance easements and those works defined in Section 373.403(1)(5) or the Florida Statutes. The Surface Water Management System Facilities are part of the common elements or are located on land owned by the Association.

4.26. "**Voting Interest**" means and refers to the arrangement established in the Condominium documents by which the owners of each unit collectively are entitled to vote in Association matters. There are forty-two (42) units, so the total number of voting interests is forty-two (42) votes. The members of the Association are entitled to one vote for each unit owned as set forth in Section 2.2 of the Bylaws.

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

5.1. **Survey and Plat Plans.** Attached hereto as Exhibit "B" and incorporated by reference herein are survey and plot plan of the Land, which graphically describe the improvements in which the units are located, and which show the units, including their identification numbers, locations and approximate dimensions and the common elements and limited common elements. Together with this Declaration the Exhibit is in sufficient detail to identify each unit, the common elements and limited common elements and their respective location and boundaries. No unit bears the same designation as any other unit in the Condominium.

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

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- (A.) **Upper and Lower Boundaries.** The upper and lower boundaries of the unit shall be the following boundaries extended to their intersections with the perimeter boundaries:
- (1.) **Upper Boundaries.** The horizontal plane of the unfinished lower surface of the ceiling of the unit.
- (2.) **Lower Boundaries.** The horizontal plane of the unfinished upper surface of the concrete floor of the unit.
- (B.) **Perimeter Boundaries.** The perimeter boundaries of the unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the unit as shown in Exhibit "B", extended to their intersections with each other and with the upper and lower boundaries.
- (C.) **Interior Walls.** No part of the interior partition walls within a unit shall be considered part of the boundary of a unit.
- (D.) **Apertures.** Where there are openings in any boundary, including, without limitation, windows, doors and skylights, the boundaries of the unit shall extend to the exterior unfinished surfaces of the coverings of such openings, and the frameworks thereof. Therefore, windows, doors, screens and all framings, casings and hardware therefore, are included in the unit.
- (E.) **Balconies and Lanais.** The balcony or lanai serving each unit, regardless of whether it has been enclosed and incorporated within the air conditioned living space of the unit, is a limited common element for the exclusive use of the Unit to which it is attached or adjacent.

In cases not specifically covered in this Section 5.2, or in any case of conflict or ambiguity, the graphic depictions of the unit boundaries set forth in Exhibit "B" shall control in determining the boundaries of a unit, except the provisions regarding apertures shall control over Exhibit "B".

6. **CONDOMINIUM UNITS; APPURTENANCES AND USE:**

6.1. **Shares of Ownership.** The Condominium contains forty-two (42) units. The owner of each unit shall also own a one/forty second (1/42nd) undivided share in the common elements and the common surplus.

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

- (A.) An undivided ownership share in the Land and other common elements and the common surplus, as specifically set forth in Section 6.1 above.

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- (B.) Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Articles of Incorporation and the Bylaws of the Association.
- (C.) The exclusive right to use the limited common elements reserved for the unit, and the right to use the common elements.
- (D.) An exclusive easement for the use of the airspace occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically.
- (E.) Other appurtenances as may be provided in this Declaration and its exhibits.

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

6.3. **Use and Possession.** A unit owner is entitled to exclusive use and possession of his unit. He is entitled to use the common elements in accordance with the purposes for which they are intended, but no use of the unit or of the common elements may unreasonably interfere with the rights of other unit owners or other persons having rights to use the Condominium property. No unit may be subdivided, and no fractional portion may be sold, leased or otherwise transferred. The foregoing is not intended to prohibit transfers of title to undivided shares of an entire Condominium unit. The use of the units, common elements and limited common elements shall be governed by the Condominium documents and by the rules and regulations adopted by the Board of Directors, as provided in Section 7 of the Bylaws.

## 7. **COMMON ELEMENTS; EASEMENTS:**

7.1. **Definition.** The term "common elements" means all of the property submitted to Condominium ownership that is not within the unit boundaries set forth in Section 5.2 above. The common elements include without limitation the following:

- (A.) The Land.
- (B.) All portions of the building and other improvements outside the units, including all limited common elements.
- (C.) Easements through each unit for conduits, ducts, plumbing, wiring, and other facilities for furnishing utility services to other units or the common elements.
- (D.) An easement of support in every portion of the Condominium which contributes to the support of the building.

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- (E.) The fixtures and installations required for access and utility services to more than one unit or to the common elements.

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

- (A.) **Ingress and Egress.** Easements over the common elements for ingress to the Condominium property and to contiguous land.
- (B.) **Utilities.** Easements through the common elements and units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of services to other units and the common elements.
- (C.) **Public Services.** Emergency, regulatory, law enforcement and other public services in the lawful performance of their duties upon the Condominium property.
- (D.) **Right of Entry into Units.** In case of an emergency originating in or threatening any unit, or the common elements, or to protect, maintain, repair or replace the common elements, for pest control, and for other purposes permitted by law; regardless of whether the owner is present at the time, the Association has the right but not the duty to enter such unit for the purpose of remedying or abating the case of such emergency. Such right of entry shall be immediate and to facilitate entry, the owner of each unit, if required by the Association, shall deposit under the control of the Association a key to the owner's unit, and shall not alter or install a lock which prevents access to an unoccupied unit. Any access shall be with prior notice where practical and with due respect for the owner's right to privacy and freedom from undue annoyance, and with appropriate precautions to protect the owner's property.
- (E.) **Air Space.** There exists an exclusive easement for the use of the air space occupied by a Condominium unit as it exists at any particular time and as the unit may lawfully be altered.
- (F.) **Construction; Maintenance.** Developer (including its designees and contractors) shall have the right to enter the condominium property and take any action reasonably necessary or convenient for the purpose of completing

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the construction thereof, provided such activity does not prevent or unreasonably interfere with the use and enjoyment by the unit owners of the condominium property.

- (G.) **Sales Activity.** Until it has sold all of the units in the Condominium, Developer and its designees shall have the right to use, without charge, any units owned by it, the common elements and association property, in order to establish, modify, maintain and utilize, as it and they deem appropriate, model apartments and sales and other offices. Without limiting the generality of the foregoing, Developer and its designees may show model apartments or the common elements and association property to prospective purchasers or tenants, erect signs or other promotional material on the condominium property, and take all other action helpful for sales, leases and promotion of the Condominium. Any models, sales or other offices, signs and any other items pertaining to any sales or leasing efforts shall not be considered part of the common elements and association property and shall remain the property of Developer. Developer reserves the right for itself and any of its affiliates to use the office(s) and show models, unsold units, common elements and association property to sell, lease or promote other communities, as Developer and/or any of Developer's affiliates as developers of other communities may determine, in their sole discretion, to the extent permitted by law.

7.3. **Restraint Upon Separation and Partition.** The undivided share of ownership in the common elements and common surplus appurtenant to a unit cannot be conveyed or encumbered separately from the unit and shall pass with the title to the unit, whether or not separately described. As long as the Condominium exists, the common elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred except as an appurtenance to the units.

8. **LIMITED COMMON ELEMENTS:**

8.1. **Description of Limited Common Elements.** Certain common elements have been reserved for the use of a particular unit or units, to the exclusion of the other units. The limited common elements and the units to which their exclusive use is appurtenant, are as described in this Declaration and its exhibits. The following common elements are hereby designated as limited common elements:

- (A.) **Air Conditioning and Heating Equipment.** All equipment, fixtures and installations located outside of a unit, which furnish air conditioning or heating exclusively to that unit, shall be limited common elements, and shall be maintained, repaired and replaced by, and solely at the expense of, the owner of the unit, except as otherwise provided in Section 11.1 below.

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- (B.) **Balconies and Lanais.** The balconies and lanais that are attached to and serving units exclusively shall be limited common elements.
- (C.) **Parking Spaces.** Certain covered spaces as shown on the attached survey and plot plan will be designated as limited common elements. These parking spaces will be assigned to the exclusive use of specific units on a first come/first serve basis by the Developer. Each unit shall be assigned one (1) parking space. In addition, the Developer shall have the right to assign other parking spaces to certain units as limited common elements for purchasers who pay for them. The cost of maintenance of all parking spaces shall be a common expense.
- (D.) **Boat Slips.** Certain boat slips as shown on the attached survey and plot plan will be designated as limited common elements. These boat slips will be assigned to the exclusive use of specific units on a first come/first serve basis by the Developer pursuant to such terms and conditions as may be determined by the Developer. Not all units may be assigned a boat slip.
- (E.) **Others.** Any part of the common elements that is connected to or exclusively serves a single unit, and is specifically required in Section 11.2 of this Declaration to be maintained, repaired or replaced by or at the expense of the unit owner, shall be deemed a limited common element appurtenant to that unit, whether specifically described above or not.

8.2. **Exclusive Use; Transfer of Use Rights.** The exclusive use of a limited common element is an appurtenance to the unit or units to which it is designated or assigned. If after all of the units have been sold, the exclusive use of any assignable limited common elements was not, for any reason, assigned to the use of a specific unit or units by the Developer, the Association may do so. The right of exclusive use of each limited common element passes with the unit to which it is assigned, whether or not separately described, and cannot be separated from it; except that the use rights to a particular covered parking space or boat slip may be exchanged between units or transferred to another unit as follows:

- (A.) The unit owners desiring to exchange such use rights shall submit a written request to the Board of Directors. If the Board approves the exchange, the owners involved shall then execute a Certificate of Transfer which shall include the recording data identifying this Declaration, and be executed by the Association and the owners with the formalities required for the execution of a Deed.
- (B.) The transfer of use rights shall be completed and effective when the Certificate is recorded in the Public Records of Collier County, Florida. The costs of preparing and recording the Certificate shall be borne by the unit owners desiring the exchange or transfer.

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8.3 **Maintenance, Repair and Replacement of Certain Limited Common Elements.** The limited common element boat slips described in Section 8.1(D.) above are available only to certain units, and not to all units generally. In order to provide for efficient, effective and uniform maintenance of these limited common elements, all maintenance, repairs and replacements shall be by the Association, but the expense thereof shall be borne only by the units having the use of those limited common elements. The share of these expenses for each assigned limited common element boat slip, including the funds necessary to maintain adequate reserves for these expenses, shall be a fraction, the numerator of which is the number "one" and the denominator of which is the total number of limited common element boat slips.

9. **ASSOCIATION:** The operation of the Condominium is by Peace Harbor Condominium Association, Inc., a Florida corporation not for profit, which shall perform its function pursuant to the following:

9.1. **Articles of Incorporation.** The Articles of Incorporation of the Association filed with the Florida Secretary of State's office and attached hereto as Exhibit "C", as may be amended from time to time.

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

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

9.4. **Membership.** The membership of the Association shall be the record owners of legal title to the units, as further provided in the Bylaws.

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

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

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use of common elements or Association property. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory or use interests in lands or facilities, whether or not the lands or facilities are contiguous to the lands of the Condominium, for the use and enjoyment of the unit owners.

9.7. **Official Records.** The Association shall maintain its official records as required by law. The records shall be open to inspection by members, applicable government agencies or members legal counsel at all reasonable times. The right to inspect the records, including the right to make or obtain photocopies, is governed by the following conditions:

- (A.) A member of the Association, or applicable government agencies, or the member's legal counsel, may inspect and copy records if the records to be inspected are described, in writing, in advance, with reasonable particularity; if the scope of the records sought to be inspected or copied is reasonably narrow and specific; and the written request for inspection and/or copying is received by the Association President or designee, at least five working days (excluding Saturdays, Sundays and legal holidays) before access is desired.
- (B.) Records may be inspected and/or copied at a time and location of the Association's choosing during normal business hours.
- (C.) Copies requested will be made within a reasonable time by the Association, taking into account other duties of available personnel.
- (D.) Copies made by the Association shall be charged for at the rate of 25 cents per page. Payment must be made before copies are turned over. Copies will not be mailed to any person requesting them unless the estimated costs of postage are paid in advance.
- (E.) No inspection will be permitted unless supervised by an Association representative, designated by the Association President.
- (F.) Records that are bound, stapled or otherwise organized or connected may not be disconnected or disassembled by the owner or his representative, and the records may not be marked, altered or written upon. All documents to be copied shall be marked with a post it sticky or equivalent adherent which will not damage the documents.
- (G.) Neither an owner nor his representative may open, or remove records from, file cabinets, drawers, or other record repositories.
- (H.) All unit owners have equal rights of inspection and copying. Only a single owner will be permitted to inspect the Association's records at any one time. No single owner will be permitted to monopolize the Association's resources

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available for inspection and copying, and no owner or representative will be permitted time for repeated inspections and copying until other unit owners seeking to do so have had their turns.

- (I.) The number of permitted inspection and copying periods for any unit owner are limited to a total of two (2) hours during any month and eight (8) hours in any calendar year.
- (J.) No unit owner shall make more than two hundred (200) pages of copies in any period of sixty (60) days.
- (K.) The Board of Directors may permit exception to one or more of these rules in particular instances at its sole and absolute discretion.
- (L.) There shall be no inspection and copying of records that are excluded from owner inspection rights by the Condominium Act and Florida Administrative Code.

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

9.9. **Acquisition and Disposition of Property.** The Association has the power to acquire, encumber and convey property, both real and personal. The power to acquire and dispose of personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 9.8 above, the power to acquire or dispose of ownership interests in real property shall be exercised by the Board of Directors, but only after approval by at least a majority of the voting interests.

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

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

9.12. **Indemnification.** The Association covenants and agrees that it will indemnify and hold harmless the members of the Board from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life, and/or damage to property sustained in or about condominium property, association property or the appurtenances thereto from and against all costs, legal fees, expenses and liabilities incurred in and about any such claim, the

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investigation thereof or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein

10. **ASSESSMENTS AND LIENS:** The Association has the power to levy and collect assessments against each unit and unit owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association. This power includes both "regular" assessments for each unit's share of the common expenses as set forth in the annual budget, and "special" assessments for unusual, nonrecurring or unbudgeted common expenses. The Association may also levy special charges against any individual unit for any amounts, other than for common expenses, which are properly chargeable against such unit under this Declaration or the Bylaws. Assessments shall be levied and payment enforced as provided in Section 6 of the Bylaws, and as follows:

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

10.2. **Share of Common Expenses.** The owner of each unit shall be liable for a share of the common expenses equal to his share of ownership of the common elements and the common surplus, as set forth in Section 6.1 above.

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

10.4. **Who is Liable for Assessments.** The owner of each unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the owner. Multiple owners are jointly and severally liable. Except as provided in Section 20.3 below, whenever title to a Condominium unit is transferred for any reason, the new owner is jointly and severally liable with the previous owner for all assessments which came due prior to the transfer and remain unpaid without prejudice to any right the new owner may have to recover from the previous owner any amounts paid by the new owner.

10.5. **No Waiver or Excuse from Payment.** The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any common elements, by abandonment of the unit on which the assessments are made, or by interruption in the availability of the unit or the common elements for any reason whatsoever. No unit owner may be excused from payment of his share of the common expenses unless all unit owners are likewise proportionately excused from payment, except as otherwise provided in Section 20.3 below as to certain mortgages, and in Section

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10.12 below as to Developer. Nothing herein shall be construed to prevent the Association from compromising or settling a past due assessment claim for less than full payment, if the Board determines that such action is in the best interest of the Association.

10.6. **Application of Payments; Failure to Pay; Interest.** Assessments and installments thereon paid on or before fifteen (15) days after the due date shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. Assessments and installments thereon shall become due, and the unit owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied to interest, late payment fees, court costs and attorney's fees, and delinquent assessments, in such manner as is provided by law. No payment by check is deemed received until the check has cleared. The determination of whether a payment is on time or is late will be determined by the postmark as affixed to the envelope.

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

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

10.9. **Priority of Lien.** The Association's lien for unpaid assessments shall be subordinate and inferior to the lien of a recorded first mortgage to the extent such mortgage was recorded prior to the recording of this Declaration. Any first mortgage recorded after the recording of this Declaration shall be superior to the Association's lien but limited as provided by the Condominium Act, as amended from time to time. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise

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expressly provided by law. Any lease of a unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed.

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

10.11. **Certificate As To Assessments.** Within fifteen (15) days after request by a unit owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the unit owner with respect to the Condominium unit have been paid, and if not, provide an accounting of the total amounts due. Any person other than the owner who relies upon such certificate shall be protected thereby. The Association may charge a reasonable fee to the requesting unit owner or mortgagee for preparation of an estoppel letter.

10.12. **Statutory Assessment Guarantee; Liability of Developer for Common Expenses.** Developer guarantees that from the date this Declaration is recorded in the Public Records until December 31, 2005 or such earlier date as unit owners other than the Developer first elect a majority of the Directors of the Association (the "turnover date") assessments against unit owners for common expenses will not exceed \$980.00 per quarter (\$326.67 per month). If the turnover date has not occurred by December 31, 2005, the Developer further guarantees that from January 1, 2006 until the turnover date, assessments against unit owners for common expenses will not exceed \$1,125.00 per quarter (\$375.00 per month). During this guarantee period, Developer and all units owned by Developer shall not be subject to assessment for common expenses. However, Developer shall be obligated to fund any deficit caused by the failure of assessments at the guaranteed level receivable from other unit owners to meet the common expenses incurred by the Association except as otherwise provided in Section 718.116(9)(a)2., Florida Statutes.

10.13. **Special Assessments.** So long as Developer holds any unit for sale in the ordinary course of business, Developer shall be exempt from assessments of Developer as a unit owner for capital improvements unless Developer gives its approval in writing. Developer shall further be exempt from any action by the Association that would be detrimental to the sales of units by Developer unless Developer approves the action in writing. However, an increase in assessments for common expenses without discrimination against Developer will not be deemed to be detrimental to the sales of units.

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

11.1. **Association Maintenance.** The Association is responsible for the protection, maintenance, repair and replacement of all common elements and Association property (other than those limited common elements that are required elsewhere herein to be maintained by the unit

owner). The cost is a common expense. The Association's responsibilities include, without limitation:

- (A.) Electrical wiring up to the individual electric meter serving each unit.
- (B.) Rough plumbing.
- (C.) All installations, fixtures and equipment located within one unit but serving another unit, or located outside the unit, for the furnishing of utilities to more than one unit or the common elements.
- (D.) All exterior wood surfaces, including the exterior surfaces of the front entrance door of each unit.
- (E.) All exterior building walls and the roof.
- (F.) Exterior ornamental aluminum, shutters, lanai railings, and other architectural detail as installed by the original Developer, whether functional or decorative.
- (G.) Exterior light fixtures, including replacement of bulbs.
- (H.) All parking spaces.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a unit and serving only that unit. All incidental damage caused to a unit or limited common elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any alteration or addition made by a unit owner without prior Association approval as required elsewhere herein.

11.2. **Unit Owner Maintenance.** Each unit owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own unit and certain limited common elements. The owner's responsibilities include, without limitation:

- (A.) Maintenance, repair and replacement of screens, windows and window glass, and caulking of windows.
- (B.) The front entrance door to the unit and its interior surface.
- (C.) All other doors within or affording access to the unit.

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- (D.) The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the unit or serving only the unit.
- (E.) The electric meter serving the unit and all electrical wiring going into the unit from the meter.
- (F.) Appliances, water heaters, smoke alarms and vent fans.
- (G.) All air conditioning, and heating equipment, thermostats, ducts and installations serving the unit exclusively.
- (H.) Carpeting and other floor coverings.
- (I.) Door and window hardware and locks.
- (J.) Shower pans.
- (K.) The main water supply shut-off valve for the unit.
- (L.) Other facilities or fixtures which are located or contained entirely within the unit and serve only the unit.
- (M.) All interior partition walls which do not form part of the boundary of the unit.
- (N.) Exterior light fixtures at main entrance doors to units.
- (O.) Storm shutters, if any, installed by the unit owner.
- (P.) Not to paint or otherwise decorate or change the appearance of any portion of the building not within the interior walls of the unit or which is visible from the exterior, unless the written consent of the Association is obtained in advance. No owner shall make any alteration 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 to do any work which would jeopardize the safety or soundness of the building, or impair the easements.

11.3. **Other Unit Owner Responsibilities.** The unit owner shall also have the following responsibilities:

- (A.) **Balconies and Lanais.** Where a limited common element consists of a balcony or lanai, the unit owner who has the right of exclusive use of the area shall be responsible for the day to day cleaning and care of the walls, floor, and ceiling bounding said area, if any; and all fixed glass and sliding glass

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doors and portions of the entrance way to said area, if any; and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs. The Association is responsible for the maintenance, repair and replacement of all exterior walls of the building and concrete slabs. The unit owner shall be responsible for the day to day cleaning and care, but all painting and maintenance of the exterior surfaces and structures of the building shall be the responsibility of the Association and shall be a common expense. The maintenance, repair, replacement and insurance of such approved carpeting, covering or enclosure shall be the responsibility of the unit owner.

- (B.) **Interior Decorating.** Each unit owner is responsible for all decorating within his own unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.
- (C.) **Flooring.** Hard surface floor coverings such as marble, wood, or vinyl or ceramic tile, other than as originally installed by the Developer, may not be applied to the floor surfaces of any portion of the unit unless there is an approved form of sound-deadening or sound insulation material placed between such flooring and the unfinished floor surface of the unit. The manner of installing any such hard surface floor materials must be approved in writing by the Association prior to the installation. If prior approval is not obtained, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the unit owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending unit owner.
- (D.) **Window Coverings.** The covering and appearance of windows and doors, whether by draperies, shades, shutters, reflective film or other items, whether installed within or outside of the unit, visible from the exterior of the unit, shall be subject to the rules and regulations of the Association.
- (E.) **Modifications and Alterations.** If a unit owner makes any modifications, installations or additions to his unit, the owner of the unit and his successors in title shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the cost of maintaining or repairing any damage to the common elements resulting from such modifications, installations or additions.
- (F.) **Use of Licensed and Insured Contractors.** Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the unit, limited common elements, or common elements, whether with or without Association approval, the owner

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shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

11.4. **Appliance Maintenance Contracts.** If there shall become available to the Association a program of contract maintenance solely for kitchen appliances, water heaters and/or air-conditioning compressors and/or air handlers serving individual units, which the Association determines is to the benefit of the owners to consider, then upon agreement by a majority of the voting interests present, in person or by proxy and voting, at a meeting called for the purpose, or upon agreement by a majority of the total voting interest in writing, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be common expenses. All maintenance, repairs and replacements not covered by the contracts shall be the responsibility of the unit owner.

11.5. **Bulk Cable Television and/or Satellite Dish.** If there shall become available to the Association a program for the purchase of bulk cable television or satellite dish, which the Board of Directors determine is in the best interest of the Association, then by a majority vote of the Board of Directors, the Association may enter into a contract for such services. The expense for such services shall be a common expense of the Association.

11.6. **Combining Units.** Nothing in this Declaration shall be construed as prohibiting the Board of Directors of the Association from authorizing the removal of any party wall between two (2) units to allow them to be used together as one unit. In that event, all assessments, voting rights and the share of common elements, shall be calculated as the units were originally designated in Exhibit "B", notwithstanding the fact that two (2) units are used as one, to the intent and purpose of the owner of such combined units shall be treated as the owner of as many units.

11.7. **Alteration of Units or Limited Common Elements by Unit Owners.** No owner shall make or permit the making of any material alterations or substantial additions to his unit or the limited common elements, or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the unit, are subject to regulation by the Board of Directors. No owner may alter the landscaping of the common elements in any way without prior Board approval.

11.8. **Alterations and Additions to Common Elements and Association Property.** The protection, maintenance, repair, insurance and replacement of the common elements and Association property is the responsibility of the Association and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, or substantial additions to, the common elements or the real property owned by the Association costing more than \$25,000 in the

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aggregate in any fiscal year without prior approval of at least a majority of the voting interests. Alterations or additions costing less than this amount may be made with Board approval. If work necessary to protect, maintain, repair, replace or insure the common elements or Association property also constitutes a material alteration or substantial addition to the common elements, no prior unit owner approval is required.

11.9. **Enforcement of Maintenance.** If after reasonable notice, the owner of a unit fails to maintain the unit or its appurtenant limited common elements as required in this Section, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the unit, with or without notice to or consent of the tenant or unit owner, to repair, replace, or maintain any item which in the reasonable judgment of the Board of Directors may constitute a health or safety hazard to other property or residents. Any expenses incurred by the Association in performing work within the unit as authorized by this Declaration shall be charged to the unit owner, together with reasonable attorney's fees and other expenses or collection, if any.

11.10. **Negligence; Damage Caused by Condition in Unit.** Each unit owner shall be liable for the expenses of any maintenance, repair or replacement of common elements, other units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or tenants. Each unit owner has a duty to maintain his unit, any limited common element appurtenant to the unit (except those limited common elements required to be maintained by the Association, as provided in Section 11.1), and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other units, the common elements or the property of other owners and residents. If any condition, defect or malfunction, resulting from the owner's failure to perform this duty causes damage to other units, the common elements, Association property or property within other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the owner.

11.11. **Association's Access to Units.** The Association has an irrevocable right of access to each unit, during reasonable hours, when necessary for maintenance, repair or replacement of any common elements or portion of a unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to any common elements or to one or more units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment such as smoke alarms as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the unit. The Association may retain a duplicate key to all units. If it does, no unit owner shall alter any lock, nor install a new lock, which prevents access when the unit is unoccupied, unless the unit owner provides the Association

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with a key. If the Association is not provided with a key to the unit, the owner shall pay all costs incurred by the Association in gaining entrance to his unit, and also shall be responsible for any damage done to his unit in gaining entrance thereto, and shall also be liable for any damage resulting from delay in gaining entrance to his unit caused by the unavailability of a key.

11.12. **Pest Control.** The Association may supply pest control services for the inside of each unit, with the cost thereof being part of the common expenses. An owner has the option to decline to have such service unless the Association determines that such service is necessary for the protection of the balance of the Condominium, in which event the owner thereof must either permit the Association's pest control company to enter his unit or must employ a licensed pest control company to enter his unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control services provided by the Association is part of the common expenses, the election of an owner not to use such service shall not reduce the owner's assessments.

11.13. **NOTICE AND RIGHT TO CURE CONSTRUCTION DEFECTS. FLORIDA LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT AGAINST A CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR, SUBCONTRACTOR, SUPPLIER OR DESIGN PROFESSIONAL A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE THE CONTRACTOR AND ANY SUBCONTRACTORS SUPPLIERS, OR DESIGN PROFESSIONALS THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND MAKE AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR OR ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER FLORIDA LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.**

11.14 **Special Provisions Affecting the Surface Water Management System Facilities.** No construction activities may be conducted relative to any portion of the Surface Water Management System Facilities. The Association is responsible for the operation and maintenance of the Surface Water Management Facilities, the costs of which are part of the common expenses of the Association. In the event that the Association fails to operate or maintain the Surface Water Management System Facilities as required herein, SFWMD shall have the right to take any lawful enforcement measures to ensure compliance. If the Association ceases to exist, each unit owner shall be jointly and severably responsible for operation and maintenance. Ongoing monitoring and maintenance shall be required of all on-site wetland mitigation areas, and the Association shall allow SFWMD the right to enter upon and inspect said areas for this purpose. Any amendment to this Declaration which would affect the Surface Water Management System Facilities, including the water management provisions of the common elements, shall have the prior written approval of SFWMD.

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

12.1. **Units.** Each unit shall at any time be occupied by only one family and its guests, as a residence and for no other purpose. The total number of overnight occupants in a unit is three (3) per bedroom. No business or commercial activity shall be conducted in or from any unit except for sales activities of the Developer. The use of a unit as a public lodging establishment shall be deemed a business or commercial use. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his unit, or from handling his personal, business or professional telephone calls, computer communications or written correspondence in and from his unit. Such uses are expressly declared customarily incident to residential use.

12.2. **Occupancy in Absence of Owner.** If the owner and his family who permanently reside with him are absent, and the unit has not been leased, the owner may permit his unit to be occupied temporarily by his guests. Occupancy by guests in the absence of the unit owner is limited to two times per calendar year for a maximum of fourteen (14) days per year. When a unit is to be occupied by guests while the owner is not in residence, the owner shall, at least twenty-four (24) hours prior to the arrival of the guests, notify the Association of such fact, and shall give the name of all persons who will be permitted to temporarily occupy the unit. The ability of the owner to allow guest occupancy in his absence is a privilege, not a right, and the Board of Directors is empowered to deny such guest privileges to any unit owner who refuses or fails to give prior notice of guest occupancy or to accept full responsibility for controlling the conduct of his guests and seeing to it that such guests conduct themselves in full conformity to the covenants and rules applicable to the Condominium.

12.3. **Occupancy When Owner is Present.** There is no restriction on the number of guests, whether related or unrelated to the owner, who may occupy the unit in the presence of the unit owner.

12.4. **Minors.** All occupants under eighteen (18) years of age shall conduct themselves in accordance with the Condominium documents, under parental or guardian supervision, to insure that they do not become a source of unreasonable nuisance to other residents.

12.5. **Pets.** The owner of each unit may keep one small (1) pet of a normally domesticated type (such as a dog or cat) in the unit subject to such rules and regulations as may be adopted by the Association. No pets of any kind are permitted in leased units or by guests. No reptiles, rodents, amphibians, poultry, swine or livestock may be kept in the Condominium. Any unit owner who keeps a pet, or permits a pet to be kept in his unit, shall be liable for all damage or injury to persons or property caused by such pet. The ability to keep pets is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of the Condominium. Pets must be leashed or carried under the owner's arm at all times while on the Condominium property outside of the unit, and the pet owner shall immediately remove any animal droppings left by such owner's pet upon the

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common elements. The Association may establish and enforce fines for violations of this provision or other applicable rules.

12.6. **Nuisances.** No owner shall use his unit, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another unit, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each unit shall be consistent with existing laws and the Condominium documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

12.7. **Signs.** No person other than Developer may post or display "For Sale", "For Rent", "Open House" or other similar signs anywhere on the Condominium.

12.8. **Use of Common Elements.** The common elements shall not be obstructed, littered, defaced or misused in any manner. The common elements shall be used only for the purposes intended, and they shall not be used for hanging or drying clothing, for outdoor cooking, for cleaning of rugs or other household items, or for storage of bicycles or other personal property.

12.9. **Vehicles and Parking.** No trucks (except pickups used primarily as personal transportation) or commercial vehicles, campers, mobile homes, motor homes, motorcycles, boats, house trailers, boat trailers, or trailers of every other description, shall be permitted to be parked or stored at any place on the common elements unless approved by the Board of Directors. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services. Automobiles shall be parked only in the parking spaces established for such purpose. Inoperable vehicles are not permitted to be stored or parked on the common elements. If an illegally parked vehicle is not removed from the Condominium property within 72 hours after notice to owner, said vehicle will be removed by towing at the owner's expense. This section shall not apply to vehicles used in the construction, repair, maintenance or sale of the condominium or units therein.

12.10 **Fishing Pier and Boat Dock.** No vessel shall utilize the boat dock facilities with a draft greater than one and one-half feet (1 ½'). All vessel motor propulsion units shall have automatic lifting capabilities to raise the boat props even with the bottom.

A. Use of the pier and dock facilities shall be subject to the following:

1. No live aboard vessels are permitted;
2. No pump-out of any waste materials or liquids is permitted;
3. No fish cleaning is permitted;
4. No vessel maintenance of any kind is permitted; and
5. No fueling of any vessel is permitted.

13. **LEASING OF UNITS:** In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of units by their owners shall be restricted as provided in this

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section. All leases of units must be in writing. A unit owner may lease only his entire unit after receiving the approval of the Association. The lessee must be a natural person.

13.1. **Procedures.**

- (A.) **Notice by the Unit Owner.** An owner intending to lease his unit shall give to the Board of Directors or its designee written notice of such intention at least fifteen (15) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require a personal interview with any lessee and his spouse, if any, as a pre-condition to approval.
- (B.) **Board Action.** After the required notice and all information or interviews requested have been provided, the Board shall have ten (10) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.
- (C.) **Disapproval.** A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:
  - (1.) the unit owner is delinquent in the payment of assessments at the time the application is considered;
  - (2.) the unit owner has a history of leasing his unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his unit;
  - (3.) the real estate company or rental agent handling the leasing transaction on behalf of the unit owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval;
  - (4.) the application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;
  - (5.) the prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession

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of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

- (6.) the prospective lessee has a history of conduct which evidences disregard for the rights and property of others;
  - (7.) the prospective lessee evidences a strong probability of financial irresponsibility;
  - (8.) the lessee, during previous occupancy, has evidenced an attitude of disregard for the Association rules; or
  - (9.) the prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid.
  - (10.) the owner fails to give proper notice of his intention to lease his unit to the Board of Directors.
- (D.) **Failure to Give Notice or Obtain Approval.** If proper notice is not given, the Board at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days notice, without securing consent to such eviction from the unit owner.
- (E.) **Applications; Assessments.** Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying Condominium assessments may not be delegated to the lessee.
- (F.) **Committee Approval.** To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an *ad hoc* committee, which shall consist of at least three (3) members.
- (1.) **Exceptions for Mortgagees.** The provisions of Section 13.1 shall not apply to leases entered into by institutional mortgagees who acquire title through the mortgage whether by foreclosure or by a deed in lieu of foreclosure.
- (G.) **Term of Lease and Frequency of Leasing.** No unit may be leased for a period of less than thirty (30) consecutive days. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may,

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in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

- (H.) **Occupancy During Lease Term.** No one but the lessee, his family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the unit. The total number of overnight occupants of a leased unit is limited to two (2) persons per bedroom.
- (I.) **Occupancy in Absence of Lessee.** If a lessee absents himself from the unit for any period of time during the lease term, his family within the first degree of relationship already in residence may continue to occupy the unit and may have house guests subject to all the restrictions in Sections 21 and above. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the unit.
- (J.) **Regulation by Association.** All of the provisions of the Condominium documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a unit as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Condominium documents, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.
- (K.) **Fees and Deposits Related to the Lease of Units.** Whenever herein the Board's approval is required to allow the lease of a unit, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require any deposits that are authorized by the Condominium Act as amended from time to time.

#### 14. **OWNERSHIP AND TRANSFER OF OWNERSHIP OF UNITS:**

14.1. **Ownership.** A unit may be owned by one natural person. Co-ownership of units is permitted. If the co-owners are other than husband and wife, one natural person shall be designated as the primary occupant. The use of the unit by other persons shall be as if the primary occupant were the actual owner. A unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which a unit may be used as a short-term transient accommodation for several individuals or families. One natural person shall be designated as the primary occupant if the unit is owned through a trust or corporation or other entity. The use of the

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unit by other persons shall be as if the primary occupant were the only actual owner. A unit may be subject to a life estate, either by operation of law or by voluntary conveyance. In that event, the occupancy of the unit shall be as if the life tenant were the only owner. If there is more than one life tenant, their occupancy shall be determined in the manner as if the life tenants were co-owners of the unit. The life tenant and holders of the remainder interest shall be jointly and severally liable for all assessments and charges against the unit. If a unit is subject to a life estate and the consent or approval of the owner of the unit is required for any purpose by the Association, the consent or approval of the holders of the remainder interest shall not be required. In the case of a unit subject to an Agreement for Deed, the party in possession of the unit shall be deemed the owner of the unit for purposes of determining voting and use rights.

14.2. **Transfers.** The purpose of this section is to maintain a quiet, tranquil and single-family oriented atmosphere, with the residents living in compatible co-existence with other financially responsible persons who are of like mind and acceptable both in character and comportment. This objective is considered to be important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each owner. Therefore, transfer or disposal of any interest in a unit shall be subject to the provisions of this section.

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

14.3. **Procedures.**

- (A.) **Notice to Association.**

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(1.) **Sale or Gift.** An owner intending to make a sale or gift of his unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days before the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales contract, if any, and such other information as the Board may reasonably require. The Board may require a personal interview with any purchaser or donee and his spouse, if any, as a condition for approval.

(2.) **Devise, Inheritance or Other -Transfers.** The transferee must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights unless and until approved by the Board, but may sell the unit following the procedures in this Section.

(3.) **Demand.** With the notice required in subsection 14.3(A) above, the owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser upon the same price and terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the unit determined as provided below.

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

(5.) **Board Action.** Within twenty (20) days of receipt of the required notice and all information or appearances requested, or not later than sixty (60) days after the notice required by paragraph (A) above is received, whichever occurs first, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee.

If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

(6.) **Disapproval.**

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

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

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

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

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

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

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

- (B.) **Without Good Cause.** If the Board disapproves without good cause, and if the owner or transferee has made the demand set forth in Section 14.3(A)(2)(a), then within 30 days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the owner (hereafter "the seller") the name of an approved purchaser who will purchase the unit upon substantially the same price and terms as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two state-certified property appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing, real property taxes and condominium assessments shall be prorated to the day of closing and the parties shall bear their own attorneys fees, if any. The closing shall take place not longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last.

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Failure or refusal to close by either party shall constitute a breach of contract and shall entitle the purchaser to specific performance or damages.

- (C.) **Deemed Approved.** If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.

14.4. **Exception.** The provisions of Section 14.1, 14.2 and 14.3 above are not applicable to unit sales by Developer, nor to the acquisition of title by an institutional mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure, nor to the subsequent sale of the unit by the mortgagee.

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

15.1. **By the Unit Owner.** Each unit owner is responsible for insuring his own unit, and the personal property therein, including all floor, wall and ceiling coverings, and all alterations, or his predecessors in title. Each unit owner shall also be responsible to insure built-in cabinets and additions and improvements made to the unit or the common elements by the owner appliances, water heaters, air conditioning and heating equipment, and electrical fixtures, to the extent such items are located within the unit and are required to be maintained, repaired and replaced by the unit owner. Each unit owner is expected to carry homeowner's insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that he bears financial responsibility for any damage to his property or liability to others that would otherwise be covered by such insurance.

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

15.3. **Required Coverage.** The Association shall maintain adequate insurance covering all of the building and the common elements as well as all Association property, in amounts determined annually by the Board of Directors. Pursuant to Section 718.111 (11) (b) Florida Statutes, the word "building" does not include floor coverings, wall coverings, or ceiling coverings, or electrical fixtures, appliances, air conditioning or heating equipment, water heaters, or built-in cabinets located within a unit. Such insurance to afford the following protection:

- (A.) **Property**. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract.
- (B.) **Flood**. The policy must include up to the replacement cost for the building and insurable improvements, as available.
- (C.) **Liability**. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.
- (D.) **Statutory Fidelity Bonding**. The Association shall obtain and maintain blanket fidelity bonding for each person who is authorized to sign checks and the president, secretary and treasurer of the Association in an amount not less than the minimum required by the Condominium Act from time to time. The Association shall bear the cost of bonding as a common expense.

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

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

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

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

- (A.) **Common Elements**. Proceeds on account of damage to common elements shall be held in as many undivided shares as there are units, the shares of each unit owner being the same as his share in the common elements.

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- (B.) **Units.** Proceeds on account of damage within the units shall be held in undivided shares based on the prorated amount of damage within each damaged unit as a percentage of the total damage within all units.
- (C.) **Mortgagee.** If a mortgagee endorsement has been issued as to a unit, the shares of the mortgagee and the unit owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against unit or units, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

15.8. **Distribution of Proceeds.** Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the unit owners in the following manner:

- (A.) **Cost of Reconstruction or Repair.** If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the remaining proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being paid jointly to them.
- (B.) **Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them.

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

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

16.1. **Damage to Units.** Where loss or damage occurs within one or more units, any Association insurance proceeds on account of the loss or damage shall be distributed to the owner(s) of the damaged unit(s) in shares as provided in Section 15.7 above. The owner(s) of the damaged unit(s) shall be responsible for reconstruction and repair. The Association is not responsible for paying the deductible.

16.2. **Damage to Common Elements - Less than "Very Substantial".** Where loss or damage occurs to the common elements, but the loss is less than "very substantial", as hereinafter

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defined, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

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

16.3. **"Very Substantial" Damage.** As used in this Declaration, the term "very substantial" damage (or "major damage") shall mean loss or damage whereby more than fifty percent (50%) of the total units are rendered uninhabitable. Should such "very substantial" damage occur then:

- (A.) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration.
- (B.) A membership meeting shall be called by the Board of Directors to be held not later than sixty (60) days after the Board has obtained the estimates, to determine the opinion of the membership with reference to rebuilding or termination of the Condominium, subject to the following:
- (C.) If the insurance proceeds and reserves available for the restoration and repairs that are the Association's responsibility are sufficient to cover the estimated cost thereof so that no special assessment will be required, then the Condominium shall be restored or repaired unless at least seventy-five percent (75%) of the total voting interests shall vote for termination, or unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general types of units, in either of which cases the Condominium shall be terminated.
- (D.) If the insurance proceeds and reserves available for restoration and repair are not sufficient to cover the estimated cost thereof so that a special assessment will be required, then unless seventy-five percent (75%) of the total voting interests vote in favor of such special assessment and against termination of the Condominium, it shall be terminated and the property removed from the provisions of the Condominium Act. If seventy-five percent (75%) of the total voting interests approve the special assessment, the Board of Directors shall levy such assessment and shall proceed to negotiate and contract for

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necessary repairs and restoration. The proceeds from the special assessment shall be added to the funds available for repair and restoration of the property.

- (E.) If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by the Board of Directors shall be binding upon all unit owners.

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

16.5. **Equitable Relief.** In the event of damage to the common elements which renders any unit uninhabitable, and the damage is not repaired, reconstructed, or rebuilt within a reasonable period of time, the owner of the uninhabitable unit may petition a court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be presumed that repair, reconstruction or rebuilding has occurred within a reasonable period of time if substantial work is commenced within six (6) months following the damage or destruction, and is completed within nine (9) months thereafter.

16.6. **Plans and Specifications.** Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building, or according to different plans and specifications approved by the Board of Directors, by the owners of at least seventy-five percent (75%) of the units, and by the Primary Institutional Mortgagee, if any. Such approvals may not be unreasonably withheld. However, no change in plans and specifications shall materially reduce the interior floor space of any unit without the consent of the unit owner and his institutional mortgagee, if any.

## 17. **CONDEMNATION:**

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

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

17.3. **Disbursement of Funds.** If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Condominium property and

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

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

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

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

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

- (A.) **Payment of Award.** The fair market value of the unit immediately prior to the taking shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagee(s).
- (B.) **Addition to Common Elements.** If possible and practical, the remaining portion of the unit shall become a part of the common elements and shall be

placed in condition for use by some or all unit owners in a manner approved by the Board of Directors.

- (C.) **Adjustment of Shares in Common Elements.** The shares in the common elements appurtenant to the units that continue as part of the Condominium shall be adjusted to distribute the ownership of the common elements among the reduced number of unit owners. This shall be done by restating the shares of continuing unit owners in the common elements as percentages of the total of the numbers representing the shares of these as they existed prior to the adjustment.
- (D.) **Assessments.** If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned unit to the unit owner and to condition the remaining portion of the unit for use as a part of the common elements, the additional funds required for those purposes shall be raised by special assessment against all unit owners who will continue as owners of units after the changes in the Condominium affected by the taking. The assessments shall be made in proportion to the shares of those owners in the common elements after the changes affected by the taking.
- (E.) **Arbitration.** If the fair market value of a unit prior to the taking cannot be determined by agreement between the unit owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The unit owner, the first mortgagee, if any, and the Association shall each appoint one certified real property appraiser, who shall appraise the unit and determine the fair market value by computing the arithmetic average of their appraisals of the unit. A judgment of specific performance upon the fair market value calculated in this way may be entered in any court of competent jurisdiction. Each party shall bear the cost of his own appraiser.
- (F.) **Taking of Common Elements.** Awards for the taking of common elements shall be used to make the remaining portion of the common elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the unit owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation, if any. If a unit is mortgaged, the remittance shall be paid jointly to the owner and mortgagee(s) of the unit.
- (G.) **Amendment of Declaration.** Any changes in units and in the common elements, in the ownership of the common elements, and in the sharing of common expenses that are made necessary by condemnation or eminent domain shall be accomplished by amending this Declaration and its recorded exhibits in accordance with Sections 17.5 and 17.6 above. Such amendment

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need be approved only by the owners of a majority of the units. The consent of lien holders is not required for any such amendment.

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

18.1. **Agreement**. The Condominium may be terminated at any time by written agreement of the owners of at least three-fourths (3/4ths) of the units, and the Primary Institutional Mortgagee. The consent of the Primary Institutional Mortgagee may not be unreasonably withheld.

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

18.3. **Certificate of Termination**. The termination of the Condominium by either of the foregoing methods shall be evidenced by a Certificate of Termination, executed by the President or Vice-President with the formalities of a deed, and certifying as to the facts affecting the termination. The certificate shall also include the name and address of a Florida financial institution with trust powers, or a licensed Florida attorney, who is designated by the Association to act as termination trustee, and shall be signed by the trustee including willingness to serve in that capacity. Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this Section is recorded in the Public Records. The recording of that Certificate of Termination automatically divests the Association and all unit owners of legal title, and vests legal title in the termination trustee named in the Certificate of Termination, to all real and personal property which was formerly the condominium property or association property, without need for further conveyance. Beneficial title to the former condominium and association property is owned by the former unit owners as tenants in common, in the same undivided share as each owner previously owned in the common elements. Upon termination, each lien encumbering a condominium parcel is automatically transferred to the equitable share in the condominium property attributable to the unit encumbered by the lien, with the same priority.

18.4. **Wind-up of Association Affairs**. The termination of the Condominium, by itself, does not terminate the Association. The former unit owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in the Declaration, and in the Articles of Incorporation and Bylaws, for the purpose of winding up the affairs of the Association in accordance with this Section.

18.5. **Trustee's Powers and Duties**. The termination trustee shall hold title to the property for the benefit of the former unit owners and their successors, assigns, heirs, devisees, mortgagees and other lien holders, as their interests shall appear. If the former unit owners approve a sale of the property as provided in this Section, the termination trustee shall have the power and authority to convey title to the real property, and to distribute the proceeds in accordance with the provisions of this Section. The termination trustee shall be entitled to charge a reasonable fee for acting in such

capacity, and such fee and all costs and expenses incurred by the termination trustee in the performance of its duties shall be paid by the Association or taken from the proceeds of the sale of the former condominium and association property, and shall constitute a lien on the property superior to any other lien. The trustee shall be entitled to indemnification by the Association from any and all liabilities and costs incurred by virtue of acting as termination trustee unless such liabilities are the result of gross negligence or malfeasance. The termination trustee may rely upon the written instructions and information provided by officers, Directors or agents of the Association, and shall not be required to inquire beyond such information and instructions.

18.6. **Partition; Sale.** Following termination, the former condominium property and association property may be partitioned and sold upon the application of any unit owner. If following a termination, at least seventy-five percent (75%) of the voting interests agree to accept an offer for the sale of the property, the Board of Directors shall notify the termination trustee, and the trustee shall complete the transaction. In that event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto. If the unit owners have not authorized a sale of the former condominium and association property within one (1) year after the recording of the Certificate of Termination, the trustee may proceed to sell the property without agreement by the former unit owners. The proceeds of the sale of any of the property or assets of the Association shall be distributed by the termination trustee to the beneficial owners thereof, as their interests shall appear.

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

18.8. **Provisions Survive Termination.** The provisions of this Section 18 are covenants running with the land and shall survive the termination of the Condominium until all matters covered by these provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation, and shall have all power to levy assessments necessary to pay the costs and expenses of maintaining the property until sold. The costs of termination, the fees and expenses of the termination trustee, as well as post-termination costs of maintaining the former condominium property, each are common expenses, the payment of which shall be secured by a lien on the beneficial interest owned by former unit owners, which to the maximum extent permitted by law, shall be superior to, and take priority over, all other liens.

19. **ENFORCEMENT:**

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

(A.) The Association;

(B.) A unit owner;

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- (C.) Anyone who occupies or is a tenant or guest in a unit;
- (D.) Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions; or
- (E.) Any other party to the extent permitted by Section 718.303(1), Florida Statutes.

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

19.3. **Attorney's Fees.** In any legal proceeding arising out of an alleged failure of a guest, tenant, unit owner or the Association to comply with the requirements of the Condominium Act, the Condominium documents, or the Association's rules and regulations, as they may be amended from time to time, the prevailing party shall be entitled to recovery of reasonable attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration.

19.4. **No Election of Remedies.** All rights, remedies and privileges granted to the Association or unit owners under the law and the Condominium documents shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges that may be available.

19.5. **Fines.** The Board of Directors shall have the power on behalf of the Association to impose fines on unit owners who are in violation of the provisions of this Declaration, the Articles of Incorporation, Bylaws, and/or Rules and Regulations of the Association, pursuant to the Condominium Act and the procedures set forth in the Bylaws.

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

20.1. **Approvals.** Written consent of the institutional mortgagee of a unit shall be required for any amendment to the Declaration which would decrease the unit's share of ownership of the common elements, except as otherwise provided in Sections 17.5(C), 17.6(C) and 17.8.

20.2. **Notice of Casualty or Condemnation.** In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of, any unit or any part of the

common elements, the record holder of any first mortgage on an affected unit shall be entitled to notice.

20.3. **Mortgage Foreclosure.** If the mortgagee of a first mortgage of record acquires title to a Condominium unit as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, the mortgagee acquiring title shall be liable for only such share of common expenses or assessments attributable to the Condominium unit or chargeable to the former owner of the unit which came due prior to the mortgagee's acquisition of title as may be provided in the Condominium Act as amended from time to time. No acquirer of title to a Condominium unit by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any assessments coming due during the period of such ownership.

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

20.5. **Right to Inspect Books.** The Association shall make available to institutional mortgagees requesting same current copies of the Condominium documents and the books, records and financial statements of the Association. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

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

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

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

20.8. **Right to Cover Cost.** Developer (until the date unit owners other than Developer elect a majority of the Directors which is known as the "turnover date") and any institutional mortgagee shall have the right, but not the obligation, jointly or singularly, and at their sole option, to

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pay any of the assessments which are in default and which may or have become a charge against any unit. Further, Developer (until the turnover date) and any institutional mortgagee shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay insurance premiums or fidelity bond premiums on behalf of the Association where, in regard to insurance premiums, the premiums are overdue and where lapses in policies may or have occurred. Developer and any institutional mortgagee paying insurance premiums on behalf of the Association as set forth above shall be entitled to immediate reimbursement from the Association plus any costs of collection, including, but not limited to, legal fees.

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

21.1. **Developer's Use.** Until Developer has completed all of the contemplated improvements and has sold all of the units in the Condominium, neither the unit owners nor the Association, nor their use of the condominium property shall unreasonably interfere with the completion of the contemplated improvements or the sale of units. Developer may make any use of the unsold units and the common elements and association property as further provided in Section 7.2 F. hereof.

21.2. **Assignment.** All or any of the rights, privileges, powers and immunities granted or reserved to Developer in the condominium documents may be assigned by Developer or any successor developer, without the consent of any other unit owner or any holder of a mortgage secured by any unit. In the event of the foreclosure of any mortgage owned by Developer, or deed in lieu of such foreclosure, the person first acquiring title to such interest by reason of such foreclosure, or deed in lieu of foreclosure, shall succeed to all rights, powers, privileges and immunities of Developer.

21.3. **Amendments by Developer.** Developer has the unilateral right to amend this Declaration and any of its exhibits to the fullest extent permitted by the Condominium Act as it exists on the date of recording of this Declaration. Such amendments may be made and executed solely by Developer and recorded in the Public Records without any requirement for securing the consent of any unit owner, the Association, or the owner and holder of any lien encumbering a condominium parcel.

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

21.5. **Security.** THE ASSOCIATION MAY, BUT SHALL NOT BE OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE CONDOMINIUM DESIGNED TO MAKE THE CONDOMINIUM SAFER THAN IT OTHERWISE MIGHT BE. DEVELOPER SHALL NOT IN ANY WAY OR MANNER BE HELD LIABLE OR RESPONSIBLE FOR ANY VIOLATION OF THIS DECLARATION BY ANY PERSON OTHER THAN DEVELOPER.

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ADDITIONALLY, NEITHER DEVELOPER, NOR THE ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE. ALL UNIT OWNERS AGREE TO HOLD DEVELOPER, ANY SUCCESSOR DEVELOPER AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DEVELOPER, NOR ANY SUCCESSOR DEVELOPER SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE CONDOMINIUM. NEITHER THE ASSOCIATION, DEVELOPER, NOR ANY SUCCESSOR DEVELOPER SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OR SECURITY MEASURES UNDERTAKEN, IF ANY. ALL UNIT OWNERS AND OCCUPANTS OF ANY UNIT, AND TENANTS, GUESTS AND INVITEES OF UNIT OWNERS, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DEVELOPER, OR ANY SUCCESSOR DEVELOPER DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO THE GUIDELINES ESTABLISHED BY DEVELOPER, OR THE ASSOCIATION MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH UNIT OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST AND INVITEE OF A UNIT OWNER, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD, DEVELOPER, OR ANY SUCCESSOR DEVELOPER ARE NOT INSURERS AND THAT EACH UNIT OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST, AND INVITEE OF THE UNIT OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD, THE CONDOMINIUM ASSOCIATION AND ITS BOARD OF DIRECTORS, DEVELOPER, OR ANY SUCCESSOR DEVELOPER HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY UNIT OWNER OR OCCUPANT OF ANY UNIT, OR ANY TENANT, GUEST OR INVITEE OF A UNIT OWNER RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE CONDOMINIUM, IF ANY.

21.6. **Developer's Rights.** As long as Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by Developer:

- (A.) Any amendment of the condominium documents which would adversely affect Developer's rights.
- (B.) Any assessment of Developer as a unit owner for capital improvements.

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

21.7. **Transfer of Association Control.** As further provided in Section 4.2 of the Bylaws, when unit owners other than Developer elect a majority of the Directors, Developer relinquishes control of the Association, and the unit owners simultaneously assume control. At that time, Developer shall deliver to the Association all property of the unit owners, and of the Association, held or controlled by Developer that Developer is required to turn over to the Association under Florida law. Developer may turn over control of the Association to unit owners other than Developer prior to the statutory dates, in its sole discretion, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of unit owners other than Developer to elect Directors and assume control of the Association. Provided that at least sixty (60) days notice of Developer's decision to cause its appointees to resign is given to unit owners, neither Developer, nor such appointees, shall be liable in any manner in connection with the resignations, even if unit owners other than Developer refuse or fail to assume control of the Association.

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

22.1. **Proposal.** Amendments to this Declaration may be proposed by a majority of the Board of Directors, or by written petition signed by at least one-fourth (1/4th) of the voting interests of the members.

22.2. **Procedure.** Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members (if such vote is necessary) not later than the next annual meeting for which proper notice can still be given.

22.3. **Vote Required.** Except as otherwise provided by law, or by specific provision of the Condominium documents or except where a greater percentage vote is required by this Declaration for a certain action (in which case such greater percentage shall also be required to effectuate an amendment, this Declaration may be amended if the proposed amendment is approved by at least two-thirds (2/3rds) of the voting interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose.

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

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

22.6. **Proviso.** No amendment may change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of a unit shares the common expenses and owns the common surplus, unless all record owners of the unit, and any institutional mortgagee holding a mortgage on the unit, consent in writing to the amendment. This proviso does not apply to changes caused by condemnation or a taking by eminent domain as provided in Section 17. No amendment shall operate to unlawfully discriminate against any unit owner nor against any class of unit owners.

22.7. **Rights of Developer and Institutional Mortgagees.** No amendment shall be passed which shall materially impair or prejudice the rights or priorities of Developer, the Association or any institutional mortgagee under this Declaration and the other condominium documents without the specific written approval of Developer, the Association and any institutional mortgagees affected thereby. The consent of such institutional mortgage may not be unreasonably withheld. In addition, any amendment that would affect the surface water management system, including the water management portions of the common elements, if any, must have the prior approval of South Florida Water Management District.

22.8. **Amendments Required by Secondary Mortgage Market Institutions.** Notwithstanding anything contained herein to the contrary, Developer, without the consent of the unit owners, may file any amendment which may be required by an institutional mortgagee for the purpose of satisfying its Planned Unit Development criteria or such criteria as may be established by such mortgagee's secondary mortgage market purchasers, including without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; provided, however, that any such Developer-filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

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

23. **MISCELLANEOUS:**

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

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

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

23.4. **Interpretation.** The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless it is unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

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

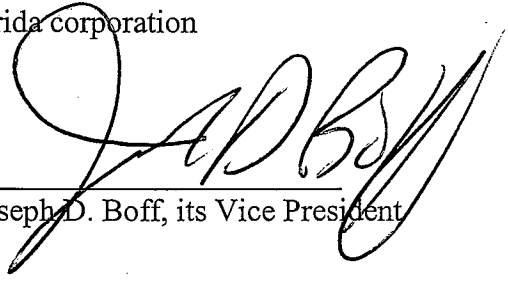
23.6. **Singular, Plural and Gender.** Whenever the context so requires, the use of the plural shall include the singular and the plural, and the use of any gender shall be deemed to include all genders.

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

IN WITNESS WHEREOF, the Developer has caused the foregoing Declaration of Condominium to be executed on the date set forth below.

(Corporate Seal)

SEA COVE DEVELOPMENT CORP.,  
a Florida corporation

By:   
Joseph D. Boff, its Vice President

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STATE OF FLORIDA  
COUNTY OF COLLIER

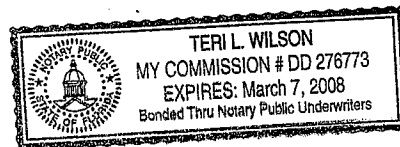
The foregoing instrument was acknowledged before me this 30 day of AUG., 2006 by Joseph D. Boff, Vice President of Sea Cove Development Corp. on behalf of said corporation.

Notary Public-State of Florida: -

Sign Teri L. Wilson  
Print Teri L. Wilson

Personally Known ☒; or Produced  
Identification \_\_\_\_\_ Type of Identification  
Produced: \_\_\_\_\_

Affix Seal Below:



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**JOINDER OF MORTGAGEE TO  
DECLARATION OF CONDOMINIUM**

AMSOUTH BANK, is the owner and holder of a mortgage given to AmSouth Bank recorded in Official Records Book 2532, Page 1884, of the Public Records of Charlotte County, Florida (the "Mortgage") encumbering the land described in Exhibit "A" attached to the Declaration of Condominium for Peace Harbor, A Condominium, according to the Declaration thereof to which this Joinder is attached, hereby joins in and consents to the recording of and subordinates its interest under the aforesaid Mortgage to the Declaration.

This instrument is executed by the undersigned for the purpose of complying with and pursuant to Florida Statute 718.104(3).

EXECUTED this 27<sup>th</sup> day of September, 2006.

WITNESSES:

AMSOUTH BANK

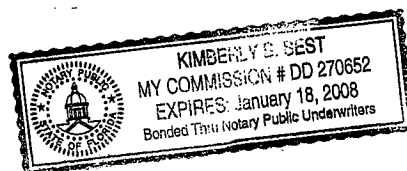
Kimberly S Best  
Print Name: Kimberly S. Best  
Maureen S. Celiberti  
Print Name: Maureen S. Celiberti

By: Timothy McLean  
Timothy McLean,  
As Vice President

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing Joinder of Mortgagee to Declaration of Condominium was acknowledged before me this 27<sup>th</sup> day of September, 2006, by TIMOTHY MCLEAN, as Vice President of AmSouth Bank, on behalf of said banking institution, who is personally known to me or has presented \_\_\_\_\_ as identification.

Kimberly S Best  
NOTARY PUBLIC  
Print Name: Kimberly S. Best  
My Commission Expires: 1/18/08



**BBLs**  
**SURVEYORS & MAPPERS INC.**  
1502-A RAILHEAD BLVD.  
NAPLES, FLORIDA 34110  
TELEPHONE: (239) 597-1315  
FAX: (239) 597-5207

**LEGAL DESCRIPTION**  
**PEACE HARBOR,**  
**A CONDOMINIUM**

A PORTION OF SECTION 5, TOWNSHIP 41 SOUTH, RANGE 23 EAST,  
CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED  
AS FOLLOWS:

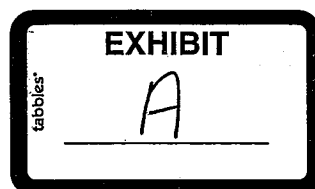
**PARCEL 1**

LOTS 1 THROUGH 7, INCLUSIVE OF JOHN JACK'S JR. REPLAT OF BLOCKS  
"W" AND "X", LaVILLA SUBDIVISION, ACCORDING TO THE PLAT THEREOF  
RECORDED IN PLAT BOOK 3, PAGE 62, PUBLIC RECORDS OF CHARLOTTE  
COUNTY, FLORIDA. LESS AND EXCEPT THE RIGHT OF WAY OF STATE  
ROADS.

AND

**PARCEL 2 (QUITCLAIM DEED-O.R. 949, PG 1289)**

**BEGINNING** AT THE NORTHWEST CORNER OF SAID LOT 7, JOHN JACKS, JR.  
REPLAT OF BLOCKS "W" AND "X", LaVILLA SUBDIVISION, AS RECORDED IN  
PLAT BOOK 3, PAGE 62, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY,  
FLORIDA, RUN NORTH 55°27'58" EAST ALONG THE NORTH LINE OF SAID  
LOT 7, A DISTANCE OF 104 FEET, MORE OR LESS, TO THE APPARENT MEAN  
HIGH WATER LINE OF CHARLOTTE HARBOR; THENCE MEANDER THE  
MEAN HIGH WATER LINE NORTHERLY; THENCE SOUTHWESTERLY, A  
DISTANCE OF 100 FEET, MORE OR LESS, TO A POINT THAT INTERSECTS  
WITH THE PROLONGATION OF THE WESTERLY LINE OF SAID LOT 7;  
THENCE SOUTH 00°27'58" WEST, ALONG SAID PROLONGATION OF THE  
WESTERLY LINE OF SAID LOT 7, A DISTANCE OF 68 FEET, MORE OR LESS,  
TO THE **POINT OF BEGINNING**.





AND

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 5, TOWNSHIP 41 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWESTERLY CORNER OF LOT 7, JOHN JACKS JR. REPLAT OF BLOCKS "W" AND "X", LaVILLA SUBDIVISION, AS RECORDED IN PLAT BOOK 3 AT PAGE 62 OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE S.00°27'17"W., ALONG THE EASTERLY RIGHT OF WAY LINE OF COOPER STREET, A DISTANCE OF 499.05 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 35 (MARION AVENUE); THENCE S.58°24'58"W., ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 35.39 FEET TO A POINT ON THE WESTERLY LINE OF OF THE NORTHWEST QUARTER OF SAID SECTION 5; THENCE N.00°27'17"E., ALONG SAID WESTERLY LINE, A DISTANCE OF 571.42 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF CHARLOTTE HARBOR; THENCE N.21°17'22"E., ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 10.44 FEET; THENCE N.78°26'56"E., ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 14.10 FEET; THENCE N.79°31'46"E., ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 12.73 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE; THENCE S.00°27'17"W., ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 68.69 FEET TO THE **POINT OF BEGINNING**. PARCEL CONTAINS 0.40 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREON REFER TO THE BASE LINE OF STATE ROAD 35 / MARION AVENUE AS BEING N.58°26'28"E., CHARLOTTE COUNTY, FLORIDA.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

08/08/06  
STEPHEN E. BERRY, STATE OF FLORIDA, (L.S. #5296)  
BERRY SURVEYORS & MAPPERS INC., (L.B. #6753)

PROOFED BY

RECORDING \$ 146.-

This Instrument was Prepared by and Return to:  
Constance M. Burke, Esq.  
Moore and Waksler, P.L.  
1107 West Marion Avenue, Suite 112  
Punta Gorda, Florida 33950-5372

**AMENDMENT TO DECLARATION OF  
CONDOMINIUM OF PEACE HARBOR, A CONDOMINIUM**

THIS AMENDMENT is made this <sup>18<sup>th</sup></sup> day of June, 2007, by Sea Cove Development Corp., a Florida corporation (hereinafter called the "Developer").

WHEREAS, Developer recorded that certain Declaration of Condominium of Peace Harbor, a Condominium ("Declaration") on September 27, 2006, in Official Records Book 3043, Page 787 through 872, of the Public Records of Charlotte County, Florida;

WHEREAS, Developer desires to amend the Declaration for the purpose of correctly identifying units in the Condominium and clarifying that the boat slips are limited common elements within the Condominium Survey and Plot Plan which are attached as Exhibit "B" to the Declaration;

WHEREAS, Section 8.1(D.) of the Declaration correctly identifies the boat slips as limited common elements; and

WHEREAS, in accordance with Section 21.3 of the Declaration, the Developer has the unilateral right to amend said Declaration to correct scrivener's errors.

NOW THEREFORE, for good and valuable consideration, sufficiency and receipt of which are hereby acknowledged, the Developer hereby amends the Declaration as follows:

1. Recitals. The recitals stated above are true and correct and are incorporated herein by this reference.

2. Amendment of the Condominium Survey and Plot Plan Exhibit. Exhibit "B" of the Declaration is deleted and hereby replaced in its entirety with replacement Exhibit "B" attached hereto, which replacement Exhibit "B" correctly describes the units and correctly identifies the boat slips as limited common elements.

EXCEPT AS AMENDED HEREIN, all the terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this Amendment to be duly executed this 18<sup>th</sup> day of June, 2007.

Signed, sealed and delivered  
In the presence of:

SEA COVE DEVELOPMENT CORP.,  
a Florida corporation

By: [Signature]  
Joseph D. Boff, as Vice President

(CORPORATE SEAL)

[Signature]  
1<sup>st</sup> Witness  
Print Name: Teri L Wilson

[Signature]  
2<sup>nd</sup> Witness  
Print Name: Georgia H Vaughn

STATE OF FLORIDA )  
COUNTY OF CHARLOTTE  
Covier

The foregoing Amendment to Declaration of Condominium of Peace Harbor, a Condominium, was acknowledged before me this 18 day of June, 2007, by Joseph D. Boff, as Vice President of Sea Cove Development Corp., a Florida corporation, on behalf of said company, who is personally known to me.

[Signature]  
Notary Public - State of Florida  
Printed Name: Teri L Wilson  
My Commission Expires: \_\_\_\_\_

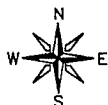


MATCHLINE SHEET 2 OF 4  
SHEET 1 OF 4

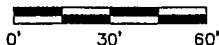
**P.O.B.** POINT OF BEGINNING  
**F.C.M.** ☐ FOUND CONCRETE MONUMENT 4"x4"  
**S.I.R.** ☒ SET 5/8" IRON ROD WITH CAP (L.B. #6753)  
**F.P.K.** ☒ FOUND PARKER-KALON NAIL  
**S.P.K.** ☒ SET PARKER-KALON NAIL (L.B. #6753)  
**F.N.T.T.** ☒ FOUND NAIL TIN TAB  
**F.A.C.** FLORIDA ADMINISTRATIVE CODE  
**NGVD** NATIONAL GEODETIC VERTICAL DATUM  
**L.S.** LICENSED SURVEYOR  
**L.B.** LICENSED BUSINESS  
**(M)** MEASURED  
**(L)** LEGAL  
**(P)** PLAT  
**ROW** RIGHT-OF-WAY LINE  
**R/W** RIGHT OF WAY MAP (STATE ROAD 35)  
**B** BASE LINE  
**CONDOMINIUM** CONDOMINIUM BOUNDARY

FIELD LOCATED MEAN HIGH WATER LINE  
ELEVATION = 1.16' NGVD 1929 PROVIDED BY  
THE DEPARTMENT OF ENVIRONMENTAL  
PROTECTION DATA LOCATED 10/30/02  
(MEAN HIGH WATER LINE BOUNDARY  
IS SUBJECT TO CHANGE DUE TO NATURAL  
CAUSES AND THAT IT MAY OR MAY NOT  
REPRESENT THE ACTUAL LOCATION OF THE LIMIT  
OF TITLE)

- 1.) BEARINGS SHOWN HEREON REFER TO THE BASE LINE OF STATE ROAD 35 / MARION AVENUE AS BEING N.58°26'28"E., CHARLOTTE COUNTY, FLORIDA.
- 2.) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.
- 3.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
- 4.) THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



THIS EXHIBIT MAY HAVE BEEN REDUCED  
SCALE: 1" = 60'



SEE SHEET 3 & 4 OF 4 FOR  
LEGAL DESCRIPTION.

THIS INSTRUMENT PREPARED BY:  
**BBLs SURVEYORS & MAPPERS INC.**  
**1502-A RAIL HEAD BLVD.**  
**NAPLES, FLORIDA 34110 (941) 597-1315**  
 01/16/04

PROPERTY IS SUBJECT TO THE FOLLOWING  
"NON-PLOTTABLE" EASEMENTS:

- UTILITY EASEMENT GRANTED TO THE CITY OF PUNTA GORDA AND RECORDED IN O.R. BOOK 960, PAGE 1593, PUBLIC RECORDS OF CHARLOTTE COUNTY, FL.
- GRANT OF EASEMENT TO STORER CABLE COMMUNICATIONS OF WEST FLORIDA, INC., AS RECORDED IN O.R. BOOK 1239, PAGE 1799, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

I HEREBY CERTIFY THAT THIS CONDOMINIUM SURVEY OF THE  
HEREON DESCRIBED PROPERTY WAS SURVEYED UNDER MY  
RESPONSIBLE CHARGE ON 08/22/06. THIS SURVEY MEETS  
THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE  
FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN  
CHAPTER 61G17-6, F.A.C. PURSUANT TO SECTION 472.027  
FLORIDA STATUTES.

STEPHEN E. BERRY, STATE OF FLORIDA (L.S. #5296)  
BBLS SURVEYORS & MAPPERS INC., (L.B. #6753)

REVISD PER ATTORNEY COMMENTS 09/12/08

# CONDOMINIUM SURVEY

**SHEET 1 OF 4**

**EXHIBIT**

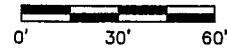
B

### LEGEND

F.C.M. □ FOUND CONCRETE MONUMENT 4"x4"  
S.I.R. ● SET 5/8" IRON ROD WITH CAP (L.B. #6753)  
F.P.K. ▲ FOUND PARKER-KALON NAIL  
S.P.K. ▲ SET PARKER-KALON NAIL (L.B. #6753)  
F.N.T.T. ▲ FOUND NAIL TIN TAB  
F.A.C. FLORIDA ADMINISTRATIVE CODE  
NGVD NATIONAL GEODETIC VERTICAL DATUM  
L.S. LICENSED SURVEYOR  
L.B. LICENSED BUSINESS  
(M) MEASURED  
(L) LEGAL  
(P) PLAT  
ROW RIGHT-OF-WAY LINE  
R/W RIGHT OF WAY MAP (STATE ROAD 35)  
E BASE LINE  
CONDOMINIUM BOUNDARY N78°26'56"E  
141°



THIS EXHIBIT MAY HAVE BEEN REDUCED  
SCALE: 1" = 60'



- 1.) BEARINGS SHOWN HEREON REFER TO THE BASE  
LINE OF STATE ROAD 35 / MARION AVENUE AS  
BEING N.58°26'28"E., CHARLOTTE COUNTY, FLORIDA.
- 2.) THIS PROPERTY IS SUBJECT TO EASEMENTS,  
RESERVATIONS OR RESTRICTIONS OF RECORD.
- 3.) DIMENSIONS SHOWN HEREON ARE IN FEET AND  
DECIMALS THEREOF.
- 4.) THIS SURVEY IS NOT VALID WITHOUT THE  
SIGNATURE AND THE ORIGINAL RAISED SEAL OF A  
FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS INSTRUMENT PREPARED BY:  
**BBL SURVEYORS & MAPPERS INC.**  
**1502-A RAIL HEAD BLVD.**  
**NAPLES, FLORIDA 34110 (941) 597-1315**  
 01/18/04

## CONDOMINIUM SURVEY

**SHEET 2 OF 4**

**BBLs**  
**SURVEYORS & MAPPERS INC.**  
1502-A RAILHEAD BLVD.  
NAPLES, FLORIDA 34110  
TELEPHONE: (239) 597-1315  
FAX: (239) 597-5207

**LEGAL DESCRIPTION**  
**PEACE HARBOR,**  
**A CONDOMINIUM**

A PORTION OF SECTION 5, TOWNSHIP 41 SOUTH, RANGE 23 EAST,  
CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED  
AS FOLLOWS:

**PARCEL 1**

LOTS 1 THROUGH 7, INCLUSIVE OF JOHN JACK'S JR. REPLAT OF BLOCKS  
"W" AND "X", LaVILLA SUBDIVISION, ACCORDING TO THE PLAT THEREOF  
RECORDED IN PLAT BOOK 3, PAGE 62, PUBLIC RECORDS OF CHARLOTTE  
COUNTY, FLORIDA. LESS AND EXCEPT THE RIGHT OF WAY OF STATE  
ROADS.

AND

**PARCEL 2 (QUITCLAIM DEED-O.R. 949, PG 1289)**

**BEGINNING** AT THE NORTHWEST CORNER OF SAID LOT 7, JOHN JACKS, JR.  
REPLAT OF BLOCKS "W" AND "X", LaVILLA SUBDIVISION, AS RECORDED IN  
PLAT BOOK 3, PAGE 62, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY,  
FLORIDA, RUN NORTH 55°27'58" EAST ALONG THE NORTH LINE OF SAID  
LOT 7, A DISTANCE OF 104 FEET, MORE OR LESS, TO THE APPARENT MEAN  
HIGH WATER LINE OF CHARLOTTE HARBOR; THENCE MEANDER THE  
MEAN HIGH WATER LINE NORTHERLY; THENCE SOUTHWESTERLY, A  
DISTANCE OF 100 FEET, MORE OR LESS, TO A POINT THAT INTERSECTS  
WITH THE PROLONGATION OF THE WESTERLY LINE OF SAID LOT 7;  
THENCE SOUTH 00°27'58" WEST, ALONG SAID PROLONGATION OF THE  
WESTERLY LINE OF SAID LOT 7, A DISTANCE OF 68 FEET, MORE OR LESS,  
TO THE POINT OF BEGINNING.

AND

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 5, TOWNSHIP 41 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWESTERLY CORNER OF LOT 7, JOHN JACKS JR. REPLAT OF BLOCKS "W" AND "X", LaVILLA SUBDIVISION, AS RECORDED IN PLAT BOOK 3 AT PAGE 62 OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE S.00°27'17"W., ALONG THE EASTERLY RIGHT OF WAY LINE OF COOPER STREET, A DISTANCE OF 499.05 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 35 (MARION AVENUE); THENCE S.58°24'58"W., ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 35.39 FEET TO A POINT ON THE WESTERLY LINE OF OF THE NORTHWEST QUARTER OF SAID SECTION 5; THENCE N.00°27'17"E., ALONG SAID WESTERLY LINE, A DISTANCE OF 571.42 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF CHARLOTTE HARBOR; THENCE N.21°17'22"E., ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 10.44 FEET; THENCE N.78°26'56"E, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 14.10 FEET; THENCE N.79°31'46"E, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 12.73 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE; THENCE S.00°27'17"W., ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 68.69 FEET TO THE **POINT OF BEGINNING**. PARCEL CONTAINS 0.40 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREON REFER TO THE BASE LINE OF STATE ROAD 35 / MARION AVENUE AS BEING N.58°26'28"E., CHARLOTTE COUNTY, FLORIDA.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

08/08/06  
STEPHEN E. BERRY, STATE OF FLORIDA, (L.S. #5296)  
BERRY SURVEYORS & MAPPERS INC., (L.B. #6753)

PROOFED BY

SEB

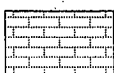
SHEET 4 OF 4

Z:\PROJECTS\2002\0268 SEA COVE MOTEL\0268 LEGAL 08 08 06.doc

$$1 \text{ inch} = 60 \text{ ft.}$$

FIELD LOCATED MEAN HIGH WATER LINE  
ELEVATION = 1.16' NGVD 1929 PROVIDED BY  
THE DEPARTMENT OF ENVIRONMENTAL  
PROTECTION DATA LOCATED 10/30/02

L.S.	LICENSED SURVEYOR
L.B.	LICENSED BUSINESS
C.E.	COMMON ELEMENT
L.C.E.	LIMITED COMMON ELEMENT
D	CONCRETE DUMPSTER PAD
F.F.E.	FINISHED FLOOR ELEVATION



EXISTING PAVER BRICK



EXISTING PAVEMENT

CONDOMINIUM BOUNDARY:

## MATCHLINE

SHEET 1 OF 2

C.E.

CANAL

EXISTING 4 STORY  
BUILDING  
F.F.E. = 7.00

EXISTING DOCKS  
(NOT SHOWN)

EXISTING SEAWALL

25.20

90-80

25.93

FP&L EASEMENT  
OR. 2941 PG. 1967

1967  
EXISTING SIDEWALK

STATE ROAD NO. 35  
MARION AVENUE

COOPER STREET

1.) REFER TO THE CONDOMINIUM SURVEY, ELEVATION  
AND FLOOR PLAN EXHIBITS FOR ADDITIONAL  
INFORMATION.

2.) IMPROVEMENTS ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

THIS INSTRUMENT PREPARED BY:

**BBL'S SURVEYORS & MAPPERS INC.**  
1502-A RAIL HEAD BLVD.  
NAPLES, FLORIDA 34110 (941) 597-1315

01/16/04

REVIS: ADDED DOCK TEXT 04/27/04  
REVIS: NEW SITE PLAN 02 12 04

## PLOT PLAN

**SHEET 1 OF 2**

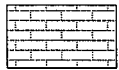
\\server1\2003\02E8 see case mail\dw\neane brother a commonium\02E8E9ACE HARBOE PLOT PLAN 02 12 04.dwg 04/28/2004 07:33:43 AM EDT



# PEACE HARBOR, A CONDOMINIUM

## LEGEND

L.S. LICENSED SURVEYOR  
L.B. LICENSED BUSINESS  
C.E. COMMON ELEMENT  
L.C.E. LIMITED COMMON ELEMENT  
D CONCRETE DUMPSTER PAD  
F.F.E. FINISHED FLOOR ELEVATION



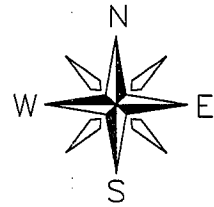
EXISTING PAVER BRICK



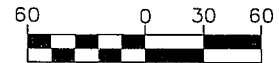
EXISTING PAVEMENT



CONDOMINIUM BOUNDARY



GRAPHIC SCALE



( IN FEET )

1 inch = 60 ft.

1.) REFER TO THE CONDOMINIUM SURVEY, ELEVATION AND FLOOR PLAN EXHIBITS FOR ADDITIONAL INFORMATION.

2.) IMPROVEMENTS ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

FIELD LOCATED MEAN HIGH WATER LINE  
ELEVATION = 1.16' NGVD 1929 PROVIDED BY  
THE DEPARTMENT OF ENVIRONMENTAL  
PROTECTION DATA LOCATED 10/30/02

MATCHLINE

CHARLOTTE HARBOR

PROPOSED

PIER (SEE DECLARATION)

POOL DECK  
G.E.

POOL  
C.E.

SPA  
G.E.

28.99'

C.E.

EXISTING 4 STORY  
BUILDING  
F.F.E. = 7.00

C.E.

EXISTING DOCKS  
(NOT SHOWN)

SHEET 2 OF 2

SHEET 1 OF 2

*W222*

THIS INSTRUMENT PREPARED BY:  
**BBL SURVEYORS & MAPPERS INC.**  
1502-A RAIL HEAD BLVD.  
NAPLES, FLORIDA 34110 (941) 597-1315

01/16/04

REVISED: ADDED DOCK TEXT 04/27/04  
REVISED: NEW SITE PLAN 02 12 04

PLOT PLAN

SHEET 2 OF 2

Z:\projects\2002\0208 and cove.mxd\Peace Harbor a condominium\0208PEACE HARBOR PLOT PLAN 02 12 04.dwg 04/28/2004 07:33:13 AM BT

# PEACE HARBOR, A CONDOMINIUM

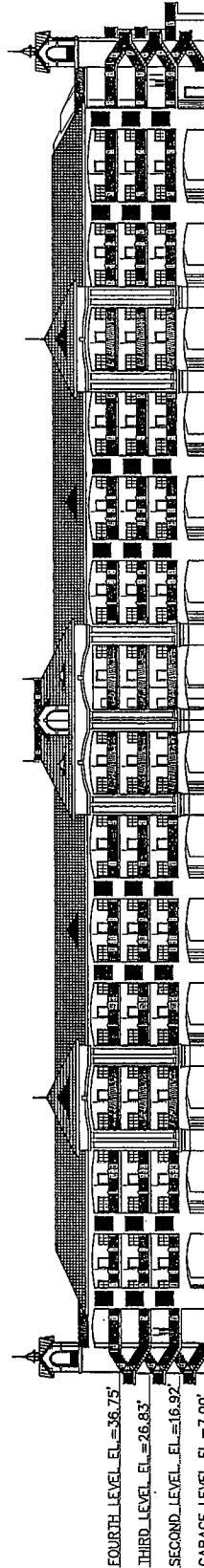
## LEGEND:

L.S. LICENSED SURVEYOR  
L.B. LICENSED BUSINESS  
N.G.V.D. NATIONAL GEODETIC VERTICAL DATUM  
E.L. ELEVATION  
F.L. FLOOR



SCALE IN FEET

THIS EXHIBIT MAY HAVE BEEN REDUCED  
OR ENLARGED



## NOTES:

ARCHITECTURAL DESIGN PROVIDED BY: J.D. ALLEN  
& ASSOCIATES / JOHN W. KEMPER P.A.

DIMENSIONS MAY BE DETERMINED USING THE BAR  
SCALE.

ELEVATIONS SHOWN HEREON WERE MEASURED 08/06

ELEVATIONS SHOWN HEREON  
ARE NATIONAL GEODETIC  
VERTICAL DATUM OF 1929

THIS INSTRUMENT PREPARED BY:

STEPHEN E. BERRY L.S. #5296, L.B. #6753

**BBL SURVEYORS & MAPPERS INC.**  
**1502-A RAIL HEAD BLVD.**

**NAPLES, FLORIDA 34110 (239) 597-1315**

01/06/04  
08/11/06

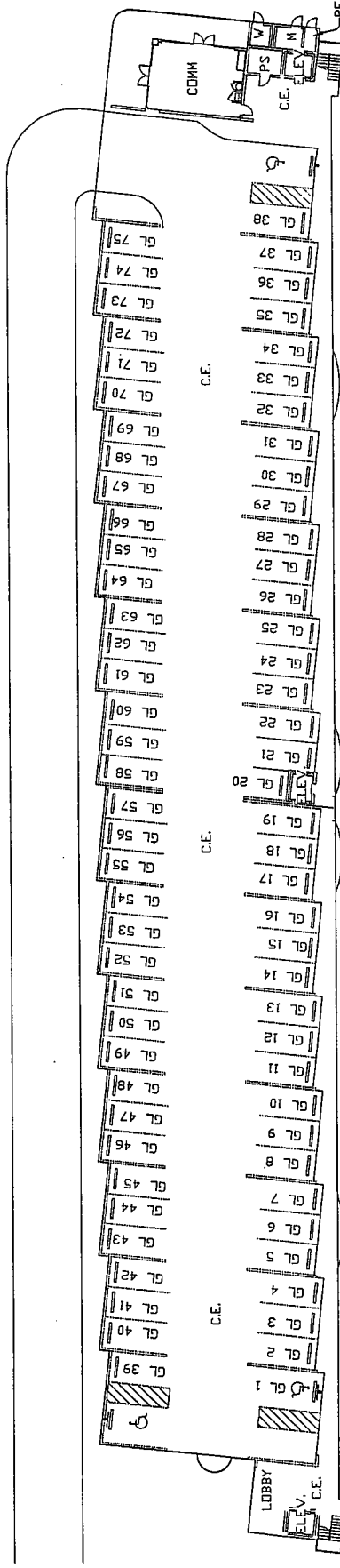
## FRONT ELEVATION

REVISED: 04/27/04  
REVISED: CONDO NAME 04/05/04

Z:\PROJECTS\2002\0268 SEA COVE HOTEL\4\PEACE HARBOR A CONDOMINIUM\FRONT ELEV 01 28 04.dwg 04/28/2004 05:42:45 AM EDT

# PEACE HARBOR, A CONDOMINIUM

**LEGEND:**  
 C.E. COMMON ELEMENT  
 L.S. LICENSED SURVEYOR  
 L.B. LICENSED BUSINESS  
 ELEV. ELEVATOR  
 GL # GARAGE LEVEL PARKING NUMBER  
 COMM COMMUNICATIONS ROOM  
 PS POOL STORAGE  
 PE POOL EQUIPMENT  
 M MENS BATHROOM  
 W WOMENS BATHROOM  
 STAIRS



## NOTES:

THE FOLLOWING ARE (C.E.) COMMON ELEMENTS: ELEVATORS AND STAIRWAYS, COMMUNICATIONS ROOM, POOL STORAGE ROOM, POOL EQUIPMENT ROOM, MENS BATHROOM, WOMENS BATHROOM AND LOBBY'S.

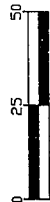
THE GARAGE LEVEL PARKING SPACE THAT THE DEVELOPER ASSIGNS IN THE ORIGINAL CONVEYANCE OF EACH UNIT IS A LIMITED COMMON ELEMENT APPURTENANT TO THE DESIGNATED UNIT.

ARCHITECTURAL DESIGN PROVIDED BY: J.D. ALLEN & ASSOCIATES / JOHN W. KEMPER P.A.

DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.

FINISHED FLOOR ELEVATION = 7.00'

ELEVATIONS SHOWN HEREON ARE NATIONAL GEODETIC VERTICAL DATUM OF 1929



SCALE IN FEET  
 THIS EXHIBIT MAY HAVE BEEN REDUCED OR ENLARGED

THIS INSTRUMENT PREPARED BY:  
 STEPHEN E. BERRY L.S.#5296, L.B. #6753  
**BBL SURVEYORS & MAPPERS INC.**  
 1502-A RAIL HEAD BLVD.  
 NAPLES, FLORIDA 34110 (239) 597-1315

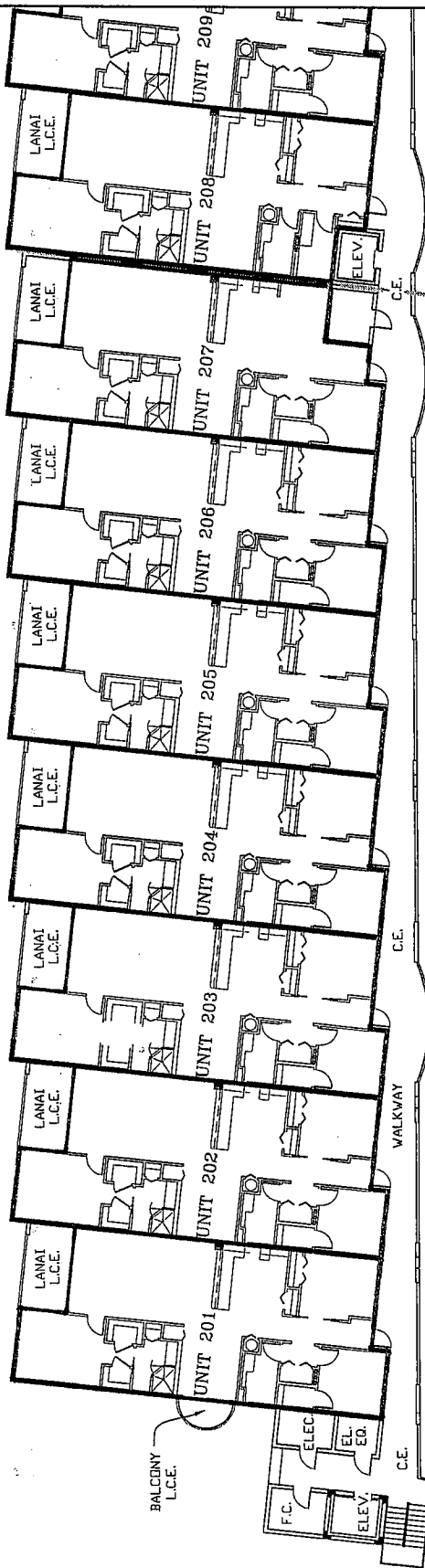
REVISED: 09/22/06  
 REVISED: 09/08/06  
 REVISED: 04/27/04  
 REVISED: CONDO NAME 04/05/04

## GARAGE LEVEL

# PEACE HARBOR, A CONDOMINIUM

**LEGEND:**  
 C.E. COMMON ELEMENT  
 L.C.E. LIMITED COMMON ELEMENT  
 ELEV. ELEVATOR  
 EQ. EQUIPMENT ROOM  
 L.S. LICENSED SURVEYOR  
 L.B. LICENSED BUSINESS  
 ELEC. ELECTRIC ROOM  
 F.C. FIRE CONTROL/FIRE PUMP ROOM  
 PL. POOL ROOM  
 UNIT BOUNDARY

STAIRS



FINISHED FLOOR  
 ELEVATION =  
 16.92'

ELEVATIONS  
 SHOWN HEREON  
 ARE  
 NATIONAL  
 GEODETIC  
 VERTICAL DATUM  
 OF 1929



SCALE IN FEET  
 THIS EXHIBIT MAY HAVE BEEN REDUCED  
 OR ENLARGED

## NOTES:

THE FOLLOWING ARE (C.E.) COMMON  
 ELEMENTS: ELEVATORS, STAIRWAYS, ELECTRIC  
 ROOM, ELEVATOR EQUIPMENT ROOM, FIRE  
 CONTROL/FIRE PUMP ROOM AND POOL ROOM.

ARCHITECTURAL DESIGN PROVIDED BY: J.D. ALLEN  
 & ASSOCIATES / JOHN V. KEMPER P.A.

DIMENSIONS MAY BE DETERMINED USING THE BAR  
 SCALE.

**SHEET 1 OF 2**

REVISED: SPELLING 04/27/04  
 REVISED: CONDO NAME 04/05/04

THIS INSTRUMENT PREPARED BY:  
 STEPHEN E. BERRY L.S.#5296, L.B.#6753  
**BBS SURVEYORS & MAPPERS INC.**  
 1502-A RAIL HEAD BLVD.  
 NAPLES, FLORIDA 34110 (239) 597-1315

01/06/04  
 08/11/06

## SECOND LEVEL

# PEACE HARBOR, A CONDOMINIUM

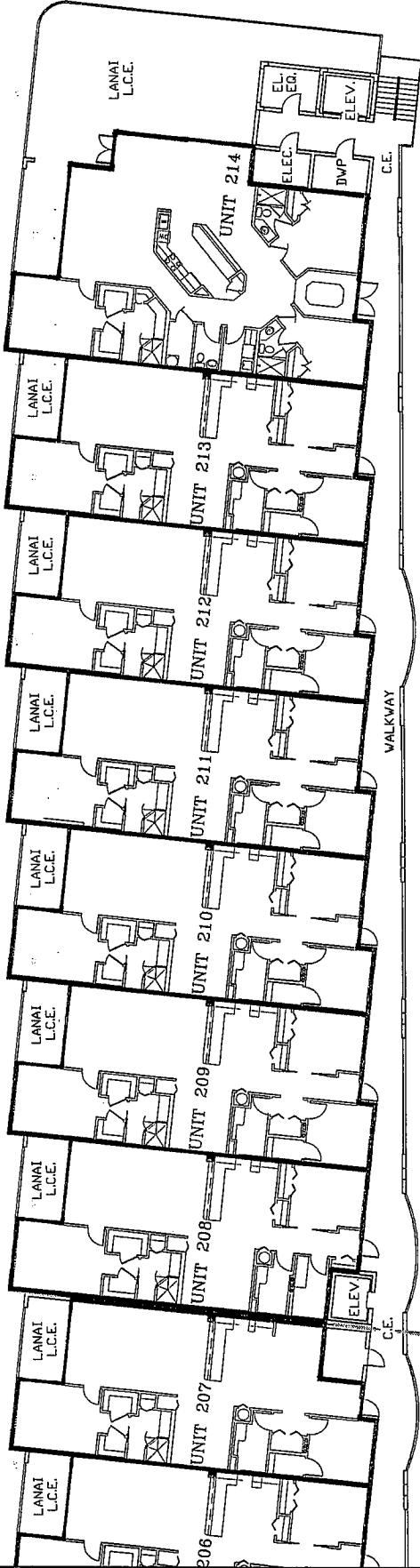
## LEGEND:

C.E. COMMON ELEMENT  
L.C.E. LIMITED COMMON ELEMENT  
ELEV. ELEVATOR EQUIPMENT ROOM  
ELEV. ELEVATOR  
L.S. LICENSED SURVEYOR  
L.B. LICENSED BUSINESS  
ELEC. ELECTRIC ROOM  
F.C. FIRE CONTROL/FIRE PUMP ROOM  
D.W.P. DOMESTIC WATER PUMP ROOM  
PL. POOL ROOM  
PL. POOL BOUNDARY



STAIRS

SHEET 1 OF 2  
SHEET 2 OF 2



FINISHED FLOOR  
ELEVATION =  
16.92'  
ELEVATIONS  
SHOWN HEREIN  
ARE  
NATIONAL  
GEODETIC  
VERTICAL DATUM  
OF 1929



SCALE IN FEET  
THIS EXHIBIT MAY HAVE BEEN REDUCED  
OR ENLARGED

## NOTES:

THE FOLLOWING ARE (C.E.) COMMON  
ELEMENTS: ELEVATORS, STAIRWAYS, ELECTRIC  
ROOM, ELEVATOR EQUIPMENT ROOM, FIRE  
CONTROL/FIRE PUMP ROOM, DOMESTIC WATER PUMP  
ROOM AND POOL ROOM.

ARCHITECTURAL DESIGN PROVIDED BY: J.D. ALLEN  
& ASSOCIATES / JOHN V. KEMPER P.A.

DIMENSIONS MAY BE DETERMINED USING THE BAR  
SCALE.

## SHEET 2 OF 2

REVISED: SPELLING 04/24/04  
REVISED: CONDO NAME 04/05/04

*Sum*

THIS INSTRUMENT PREPARED BY:  
STEPHEN E. BERRY L.S. #5296, L.B. #6753  
**BBL SURVEYORS & MAPPERS INC.**  
1502-A RAIL HEAD BLVD.  
NAPLES, FLORIDA 34110 (239) 597-1315  
01/05/04  
08/11/06

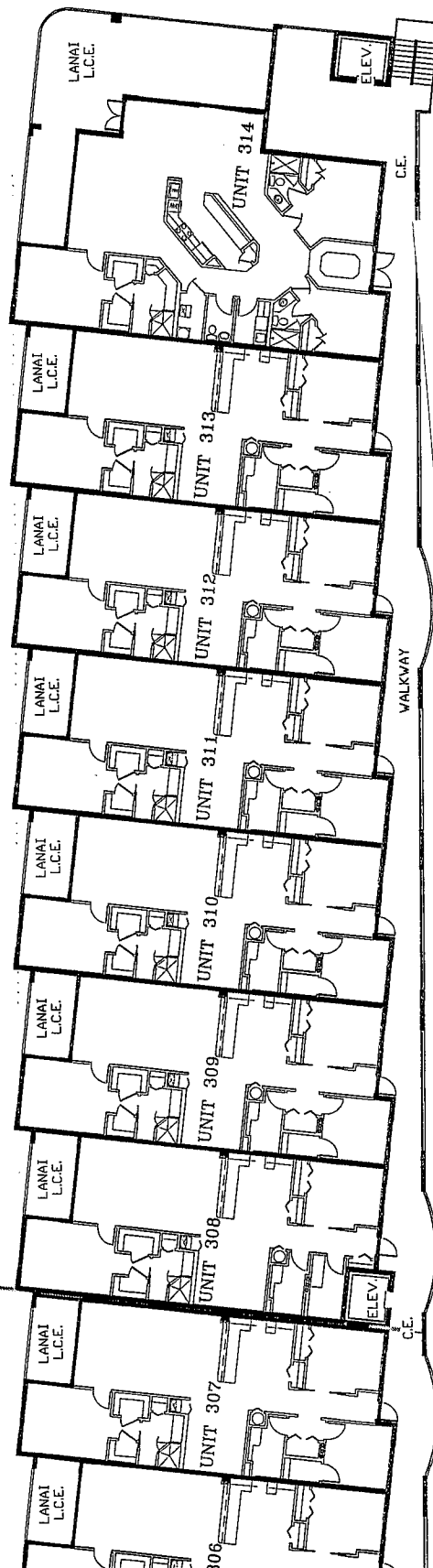
## SECOND LEVEL

LEGEND:

C.E. COMMON ELEMENT  
L.C.E. LIMITED COMMON ELEMENT  
ELEV. ELEVATOR  
L.S. LICENSED SURVEYOR  
L.B. LICENSED BUSINESS  
UNIT BOUNDARY

## STAIRS

SHEET 1 OF 2



FINISHED FLOOR  
ELEVATION =  
26.83'

ELEVATIONS  
SHOWN HEREON  
ARE  
NATIONAL  
GEODETIC  
VERTICAL DATUM  
OF 1929

SCALE IN FEET  
THIS EXHIBIT MAY HAVE BEEN REDUCED  
OR ENLARGED

THIS INSTRUMENT PREPARED BY:  
STEPHEN E. BERRY L.S.#5296, L.B. #6753  
**BBL SURVEYORS & MAPPERS INC.**  
**1502-A RAIL HEAD BLVD.**  
**NAPLES, FLORIDA 34110 (239) 597-1315**

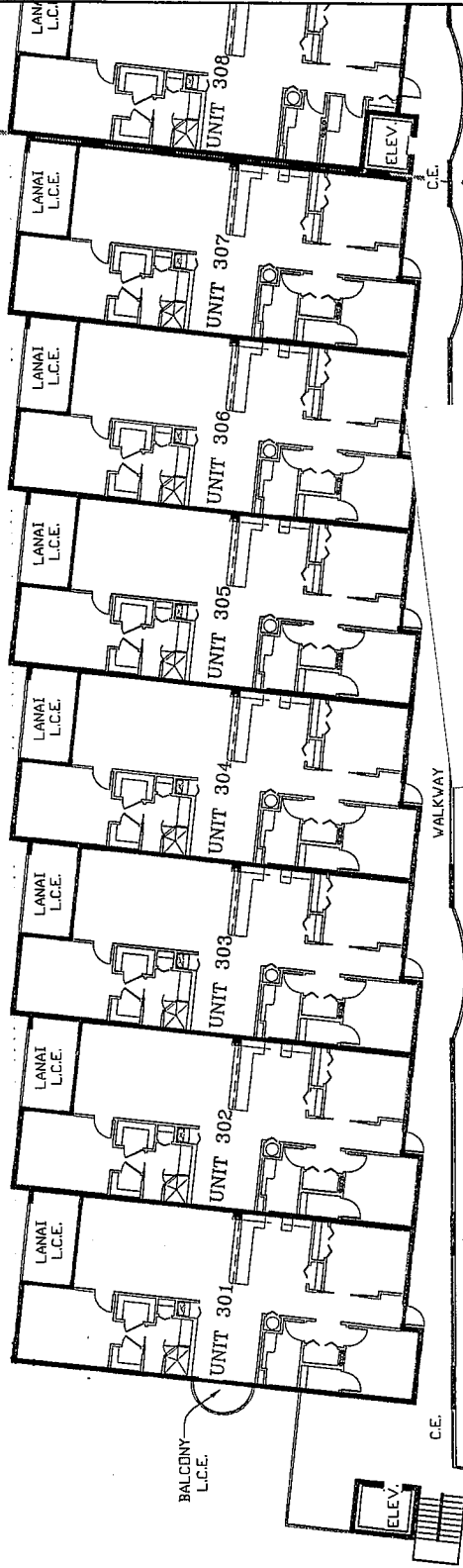
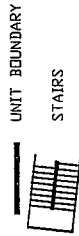
**SHEET 2 OF 2**

REVISD: SPELLING 04/27/04  
REVISD: CONDO NAME 04/05/04

### THIRD LEVEL

# PEACE HARBOR, A CONDOMINIUM

LEGEND:  
 C.E. COMMON ELEMENT  
 L.C.E. LIMITED COMMON ELEMENT  
 ELEV. ELEVATOR  
 L.S. LICENSED SURVEYOR  
 L.B. LICENSED BUSINESS



FINISHED FLOOR  
 ELEVATION =  
 26.83'

ELEVATIONS  
 SHOWN HEREON  
 ARE  
 NATIONAL  
 GEODETIC  
 VERTICAL DATUM  
 OF 1929



SCALE IN FEET  
 THIS EXHIBIT MAY HAVE BEEN REDUCED  
 OR ENLARGED

## NOTES:

THE FOLLOWING ARE (C.E.) COMMON  
 ELEMENTS: ELEVATORS AND STAIRWAYS.

ARCHITECTURAL DESIGN PROVIDED BY: J.D. ALLEN  
 & ASSOCIATES / JOHN V. KEMPER P.A.

DIMENSIONS MAY BE DETERMINED USING THE BAR  
 SCALE.

**SHEET 1 OF 2**

REVISED: SPELLING 04/27/04  
 REVISED: CONDO NAME 04/05/04

THIS INSTRUMENT PREPARED BY:  
 STEPHEN E. BERRY L.S. #5296, L.B. #6753  
**BBS SURVEYORS & MAPPERS INC.**  
 1502-A RAIL HEAD BLVD.  
 NAPLES, FLORIDA 34110 (239) 597-1315

## THIRD LEVEL

01/06/04  
 08/11/06

*swm*

SHEET 1 OF 2

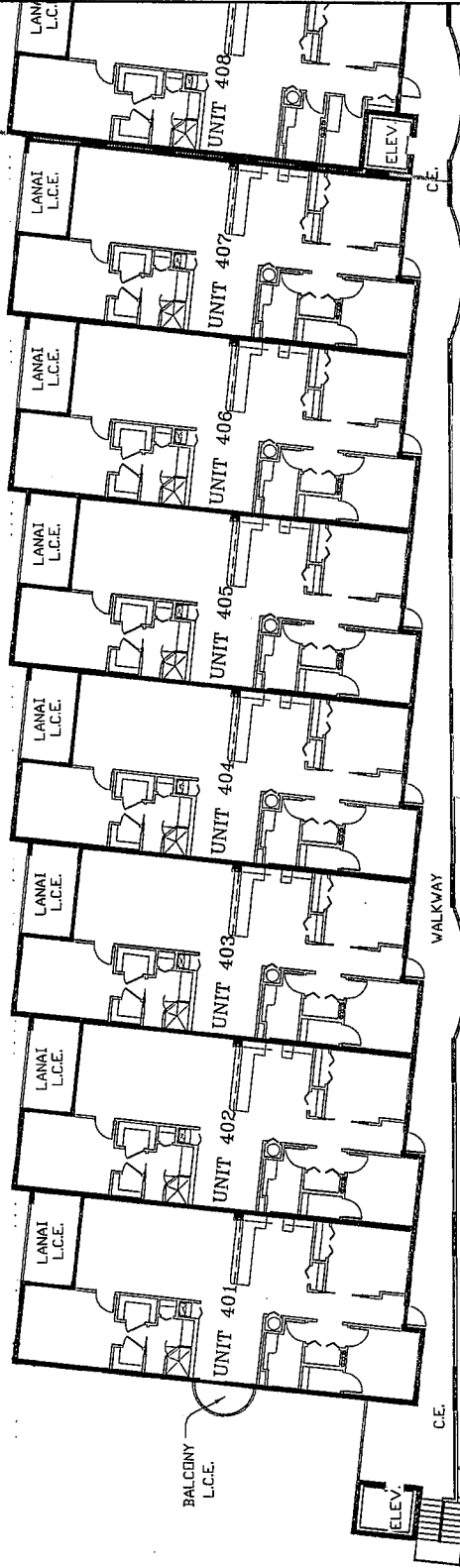
SHEET 2 OF 2

# PEACE HARBOR, A CONDOMINIUM

LEGEND:  
 C.E. COMMON ELEMENT  
 L.C.E. LIMITED COMMON ELEMENT  
 ELEV. ELEVATOR  
 L.S. LICENSED SURVEYOR  
 L.B. LICENSED BUSINESS

UNIT BOUNDARY

STAIRS



FINISHED FLOOR  
 ELEVATION =  
 36.75'  
 ELEVATIONS  
 SHOWN HEREIN  
 ARE  
 NATIONAL  
 GEODETIC  
 VERTICAL DATUM  
 OF 1929



SCALE IN FEET  
 THIS EXHIBIT MAY HAVE BEEN REDUCED  
 OR ENLARGED

## NOTES:

THE FOLLOWING ARE (C.E.) COMMON  
 ELEMENTS: ELEVATORS AND STAIRWAYS.  
 ARCHITECTURAL DESIGN PROVIDED BY: J.D. ALLEN  
 & ASSOCIATES / JOHN W. KEMPER P.A.  
 DIMENSIONS MAY BE DETERMINED USING THE BAR  
 SCALE.

SHEET 1 OF 2

REVISED SPELLING 04/27/04  
 REVISED CONDO NAME 04/05/04

THIS INSTRUMENT PREPARED BY:  
 STEPHEN E. BERRY L.S.#5296, L.B.#6753  
 BBL SURVEYORS & MAPPERS INC.  
 1502-A RAIL HEAD BLVD.  
 NAPLES, FLORIDA 34110 (239) 597-1315

01/06/04  
 08/11/06

## FOURTH LEVEL



LEGEND:

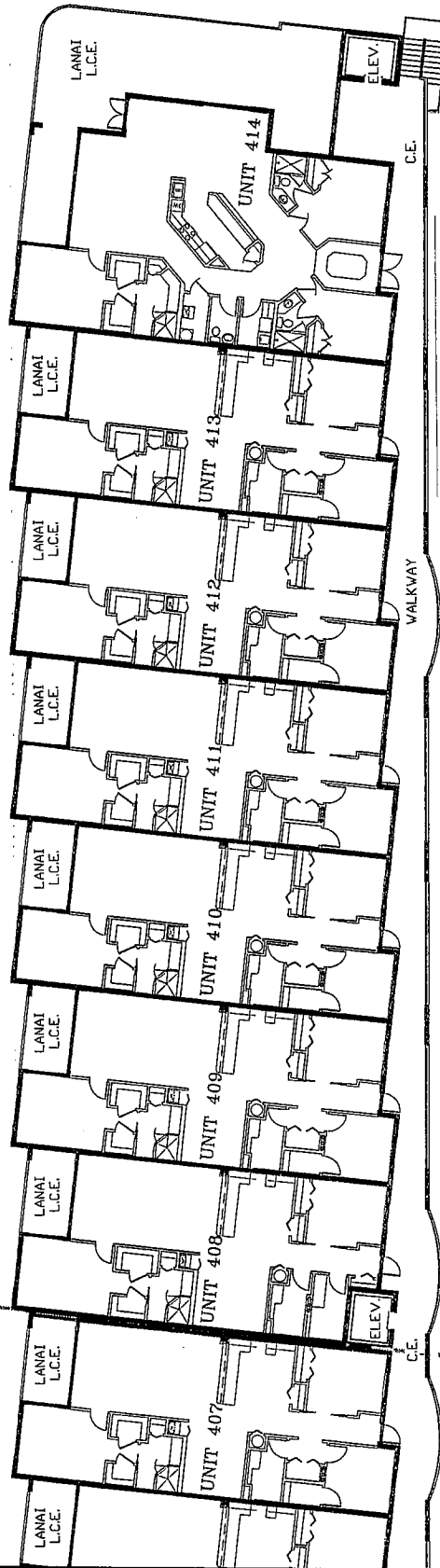
C.E. COMMON ELEMENT  
L.C.E. LIMITED COMMON ELEMENT  
ELEV. ELEVATOR  
L.S. LICENSED SURVEYOR  
L.B. LICENSED BUSINESS

UNIT BOUNDARY



## STAIRS

SHEET 1 OF 2  
SHEET 2 OF 2



FINISHED FLOOR  
ELEVATION =  
36.75'

ELEVATIONS  
SHOWN HEREON  
ARE  
NATIONAL  
GEODETIC  
VERTICAL DATUM  
OF 1929



SCALE IN FEET

THIS EXHIBIT MAY HAVE BEEN REDUCED  
OR ENLARGED

THIS INSTRUMENT PREPARED BY:

STEPHEN E. BERRY L.S.#5296, L.B. #6753  
BRI'S CURVEKOPS & MADDEPS INC.

**1502-A RAIL HEAD BLVD.  
NAPLES, FLORIDA 34110 (239) 597-1315**

01/06/04  
08/11/06

## FOURTH LEVEL

**SHEET 2 OF 2**

REVIS: SPELLING 04/27/04  
REVIS: CONDO NAME 04/05/04

**BBLs**  
**SURVEYORS & MAPPERS, INC.**  
1502-A RAIL HEAD BLVD.  
NAPLES, FLORIDA 34110  
TELEPHONE: 239-597-1315  
FACSIMILE: 239-597-5207

**PEACE HARBOR, A CONDOMINIUM**

**SURVEYOR'S CERTIFICATE OF SUBSTANTIAL COMPLETION**

THE UNDERSIGNED LAND SURVEYOR HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS COMPRISING PEACE HARBOR, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED GRAPHIC DESCRIPTION OF THE IMPROVEMENTS TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS. ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO LANDSCAPING, UTILITIES SERVICES, ACCESS, AND CONDOMINIUM COMMON ELEMENT FACILITIES AS SET FORTH IN THE DECLARATION OF CONDOMINIUM, HAVE BEEN SUBSTANTIALLY COMPLETED.



STEPHEN E. BERRY, STATE OF FLORIDA (L.S.#5296)  
BBLs SURVEYORS & MAPPERS, INC. (L.B. #6753)