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NOTE: THE FOURTH THROUGH THIRTEENTH AMENDMENTS HAVE NOT BEEN INCLUDED AS THEY PERTAIN TO THE DEVELOPERS PHASES OF CONSTRUCTION OF THE BUILDINGS AND PROVIDE NO GUIDANCE TO THE DIRECTORS FOR GOVERNANCE. THESE DOCUMENTS CAN BE REVIEWED BY GOING TO THE CHARLOTTE COUNTY FL. OFFICIAL RECORDS SEARCH. <https://or.co.charlotte.fl.us/recording/> CLICK ON NAME, IN NAME FIELD ENTER "HAMMOCKS PRESERVE" THEN CLICK ON SUBMIT.

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EXPENSES HIGHLIGHTED IN LIGHT ORANGE ARE THE ASSOCIATIONS



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**DECLARATION OF CONDOMINIUM**  
FOR  
THE HAMMOCKS – PRESERVE,  
A CONDOMINIUM

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**DECLARATION OF CONDOMINIUM**  
**FOR**  
**~~THE HAMMOCKS - PRESERVE,~~**  
**A CONDOMINIUM**

THIS **DECLARATION OF CONDOMINIUM** is made as of the 20 day of October 2006 (the "Declaration") by THE HAMMOCKS CAPE HAZE, LLC, a Florida limited liability company, having a mailing address of 1408 N. Westshore Blvd., Suite 116, Tampa, FL 33607 (the "Developer"), for and on behalf of the Developer, its successor, assigns and grantees.

The Developer, being the owner of fee simple title of record to those certain lands located and situate in Charlotte County, Florida, being more particularly described in **Exhibit "A"** attached hereto, does hereby submit only the lands and improvements thereon designated as PHASE 1 to condominium ownership pursuant to the provisions of Chapter 718, of the Florida Statutes, hereinafter referred to as the "Condominium Act," as amended from time to time.

**1. NAME**

The name by which this condominium is to be identified is:

THE HAMMOCKS - PRESERVE, A CONDOMINIUM.

1.1 This Condominium shall be developed in phases pursuant to Chapter 718.403, Florida Statutes, with Phase 1 consisting of the real property legally described and the units in the buildings and other improvements as shown on **Exhibit "A-1"** attached hereto, being submitted to the Condominium form of ownership by this Declaration. The Units in Phase 1 of this Condominium shall own a fractional, undivided interest in the Common Elements and be responsible for a fractional share of the Common Expenses of this Condominium as set forth in **Exhibit "B"** attached hereto.

1.2 The impact, if any, which the completion of subsequent phases would have upon the initial phase would be to increase the number of residents in the general area, decrease the percentage ownership per Unit of the Common Elements and percentage obligations of the Common Expenses and increase the size of Common Elements.

1.3 The remaining phases must be completed within seven (7) years of the date of the recording of this Declaration. In no event shall any phases be added or Units constructed seven (7) years after the date of recording of the first phase. All improvements in any subsequent phase must be substantially completed prior to annexation to the Condominium.

1.4 Should the Developer decide, in its sole and absolute discretion, to add any of the proposed additional phases to this Condominium pursuant to Section 718.403, Florida Statutes, then any such proposed additional phase shall consist of the real property legally described and the units in the buildings and other improvements as shown on **Exhibits "A-2" through "A-18"**, attached hereto, subject to the Developer's right to make non-material changes to said legal descriptions as set forth in paragraph 1.5 below. Phase 1 consists of eight (8) Units in one building. Phase 1 and the other Phases, if added, will consist of the number of Units as described in paragraph 1.5 below.

1.5 The number, minimum, maximum and general sizes of Units to be included in each phase are as follows:

(a) Phase 1 shall consist of one (1) building consisting of eight (8) Units, which contain a maximum of 3028 square feet and a minimum of 1774 square feet, a maximum of four (4) bedrooms and a minimum of three (3) bedrooms, and a maximum of three (3) bathrooms and a minimum of two (2) bathrooms.



three (3) bedrooms, and a maximum of three and one-half (3 ½) bathrooms and a minimum of two (2) bathrooms.

(m) Phase 13, if added to the condominium, shall consist of one (1) building consisting of a maximum of fourteen (14) Units and a minimum of twelve (12) Units, which contain a maximum of 3185 square feet and a minimum of 1826 square feet, a maximum of four (4) bedrooms and a minimum of three (3) bedrooms, and a maximum of three and one-half (3 ½) bathrooms and a minimum of two (2) bathrooms.

(n) Phase 14, if added to the condominium, shall consist of one (1) building consisting of a maximum of fourteen (14) Units and a minimum of twelve (12) Units, which contain a maximum of 3185 square feet and a minimum of 1826 square feet, a maximum of four (4) bedrooms and a minimum of three (3) bedrooms, and a maximum of three and one-half (3 ½) bathrooms and a minimum of two (2) bathrooms.

(o) Phase 15, if added to the condominium, shall consist of one (1) building consisting of a maximum of fourteen (14) Units and a minimum of twelve (12) Units, which contain a maximum of 3185 square feet and a minimum of 1826 square feet, a maximum of four (4) bedrooms and a minimum of three (3) bedrooms, and a maximum of three and one-half (3 ½) bathrooms and a minimum of two (2) bathrooms.

(p) Phase 16, if added to the condominium, shall consist of one (1) building consisting of a maximum of fourteen (14) Units and a minimum of twelve (12) Units, which contain a maximum of 3185 square feet and a minimum of 1826 square feet, a maximum of four (4) bedrooms and a minimum of three (3) bedrooms, and a maximum of three and one-half (3 ½) bathrooms and a minimum of two (2) bathrooms.

(q) Phase 17, if added to the condominium, shall consist of one (1) building consisting of a maximum of fourteen (14) Units and a minimum of twelve (12) Units, which contain a maximum of 3185 square feet and a minimum of 1826 square feet, a maximum of four (4) bedrooms and a minimum of three (3) bedrooms, and a maximum of three and one-half (3 ½) bathrooms and a minimum of two (2) bathrooms.

(r) Phase 18, if added to the condominium, shall consist of one (1) building consisting of a maximum of fourteen (14) Units and a minimum of twelve (12) Units, which contain a maximum of 3185 square feet and a minimum of 1826 square feet, a maximum of four (4) bedrooms and a minimum of three (3) bedrooms, and a maximum of three and one-half (3 ½) bathrooms and a minimum of two (2) bathrooms.

The style, elevations and layouts of the buildings which may be added to the Condominium may be substantially different from the other buildings in the Condominium. The Developer reserves the right to modify the plot plans for Phases 2 through 18 to allow the Developer the flexibility of varying the type and size of floor plans to be used in each of the buildings of Phase 2 through Phase 18, including but not limited to varying the type, style, location and size of the buildings in such Phases. The Developer specifically reserves the right to make non-material changes to the legal description of each Phase, provided, however, that those items that are required to be included in the original Declaration shall be approved in accordance with that Section.

Such buildings and units may differ as follows:

- (i) Size of buildings and Units.
- (ii) Location and configuration of buildings.
- (iii) Elevations of lands and buildings.
- (iv) Design of buildings and Units.

- (v) Configuration of Units within buildings.
- (vi) Building materials
- (vii) Height of buildings
- (viii) Number of Units, number of Units per building and number of buildings.
- (ix) Location of easements.
- (x) Changes in parking and landscaped areas.
- (xi) Price.
- (xii) Number of bathrooms and bedrooms in Units
- (xiii) Number of phases.
- (xiv) Unit type.
- (xv) Estimated completion date of each building provided the same complies with F.S. 718.403(1) (2004).

1.6 Each Unit's percentage ownership in the Common Elements shall be equal to all other Units. Each Unit shall own a percentage ownership in the Common Elements, Common Surpluses and obligation for Common Expenses, represented by a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Units declared to Condominium ownership in the Condominium, as set forth on **Exhibit "B"** attached hereto.

1.7 Each Unit is entitled to one (1) vote in the Association. The ownership in the Association attributable to each Unit would be that Unit's percentage ownership, as set forth in paragraph 1.6. If any phase or phases are not developed and added as part of this Condominium, said percentage shall remain as provided in paragraph 1.6 for the phases built and submitted to the condominium form of ownership. If one or more phases are not built, the Units which are built are entitled to one hundred (100%) percent of ownership of all the Common Elements within the phases actually developed and added as part of the Condominium.

1.8 The Developer shall notify owners of existing Units of the decision not to add one or more additional phases. Notice shall be by first class mail addressed to each owner at the address of the Unit or at their last known address.

1.9 The Developer is not required to convey any additional land or facilities to the Condominium after the completion of the first phase, nor is the Developer obligated to construct the subsequent phases.

1.10 Time share estates shall not be a part of this Condominium.

1.11 During the construction of this Condominium and any additional phase, the Developer, except for Units which have been conveyed to a Unit Owner, shall have the right to use any portion of the Condominium Property, including the Common Elements, for the construction, marketing and sale of Units.

1.12 Additional Phases may be added to this Condominium by the execution of an amendment to this Declaration by the Developer only, and such Amendment shall not require the execution or consent of any Unit Owners other than the Developer. Such phases may be added out of sequence.

1.13 No additional Phases may be added to the existing Condominium without the prior written consent of HUD, VA and FNMA, if applicable. Such consent will not be withheld if the Phase to be added substantially conforms to a plan of expansion which has been fully described in this Declaration.

1.14 The Common Elements may not be subject to a lease between the Association and another party.



## 2. DEFINITIONS

The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws of the Association, shall be defined in accordance with the provisions of the Condominium Act, and as follows unless the context otherwise requires.

2.1 All other definitions except as set forth herein shall be determined by the definitions set forth in Florida Statute 718.103 as written as of the date of recording of this Declaration.

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

2.3 Association means THE HAMMOCKS - PRESERVE CONDOMINIUM ASSOCIATION, INC , a corporation not for profit, and its successors, and as further defined in Florida Statute §718.103(2) (2004)

2.4 Association Property means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to the Association for the use and benefit of its members

2.5 Board of Administration means the Board of Directors or other representative body which is responsible for administration of the Association.

2.6 Bylaws mean the Bylaws of the Association as they exist from time to time

2.7 Committee means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the Association budget or take action on behalf of the Board.

2.8 Common Elements shall include:

(a) All of those items stated in the Condominium Act at Florida Statute §718.108 (2004).

(b) Tangible personal property deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association.

(c) All Condominium Property not included in the Units, including but not limited to the mitigation areas and surface water management system.

(d) All those items declared Common Elements by the provisions of this Declaration.

2.9 Common Expenses shall include:

(a) Expenses of administration and management of the Association and of the Condominium Property;

(b) Expenses of maintenance, operation, repair or replacement of the Common Elements, Limited Common Elements, and of the portions of Units to be maintained by the Association;

(c) The costs of carrying out the powers and duties of the Association;

(d) Expenses declared Common Expenses by the provisions of this Declaration or by the Bylaws of the Association or the Condominium Act, or by Florida Statute;



(e) Any valid charge against the Condominium Property as a whole; and

(f) Rentals, membership fees, operations, replacements, and other expenses of lands or possessory interests in lands purchased by the Association pursuant to Florida Statute 718.111 and Florida Statute 718.114 (2004).

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

2.11 Condominium Parcel is a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.

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

2.13 Conservation Area or Conservation Easement Areas shall mean and refer to all of such areas so designated upon the plan of HAMMOCKS CAPE HAZE, and so described in the legal description of said property in **Exhibit "A"** attached hereto.

2.14 Developer means a person who creates a condominium or offers condominium parcels for sale or lease in the ordinary course of business, but does not include an owner or lessee of a Condominium Unit who has acquired his Unit for his own occupancy.

2.15 Institutional Mortgagee means a bank, life insurance company, savings and loan association, savings bank, real estate investment trust, and the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, or any institution under the conservatorship or receivership of the Resolution Trust Corporation or Federal Deposit Insurance Corporation or any such affiliate who shall have a first mortgage on the Condominium Parcel.

2.16 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, as specified herein.

2.17 Master Association means HAMMOCKS MASTER ASSOCIATION, INC., a corporation not for profit, and its successors or assigns.

2.18 Master Declaration means Master Declaration For The Hammocks Cape Haze, recorded in O.R. Book ~~3048~~ Page ~~1572~~ Public Records of Charlotte County, Florida, and all amendments thereto, which are made from time to time.

2.19 Operation or Operation of the Condominium means and includes the administration and management of the Condominium Property.

2.20 Special Assessment shall mean and refer to any assessment in addition to the annual assessments authorized herein, levied by the Association, in any assessment year, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto.

2.21 Specific Charge means any charge arising out of any expenses arising out of the provision by the Association of any maintenance, repair or replacement of any Common Elements, Limited Common Elements, any improvements owned or maintained by the Association or other Condominium Property, the maintenance, repair and replacement responsibility of which lies with an

individual Owner or group of Owners, but less than all the Owners under the provisions of this Declaration. Specific Charges shall be levied by the Board of Directors and the amount and due date of such Specific Charge so levied by the Board shall be as specified by the Board.

2.22 Surface Water or Stormwater Management System means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

2.23 Unit means a part of the Condominium Property which is subject to exclusive ownership.

2.24 Unit Owner or Owner of a Unit means the owner of a Condominium Parcel.

2.25 Utility Services shall include but not be limited to electric power, gas, water, telephone, air conditioning, garbage and trash disposal, sewers, and cable television, together with all other public service and convenience facilities. Each Unit Owner shall be responsible for the payment of its telephone, and electric services. The Master Association shall be responsible for water, sewer, cable TV and waste disposal charges as a common expense of the Master Association. All other utilities shall be the responsibility of the Association and shall be a Common Expense.

2.26 Voting Certificate means a document which designates one of the record title owners, or the corporate, partnership, or entity representative, who is authorized to vote on behalf of a Condominium Unit that is owned by more than one owner or by any entity.

2.27 Voting Interest means the voting rights distributed to the Association members pursuant to Florida Statute 718.104(4)(i) (2004).

### 3 EXHIBITS

Exhibits attached to this Declaration of Condominium shall include the following:

3.1 Exhibit "A" - The legal description of the land owned by the Developer and proposed to be included in the Condominium form of ownership and a survey of the land showing all existing easements and a graphic description of the improvements in which Units are located and a plot plan thereof which together with the Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, and identification of each Unit by number so that no Unit bears the same designation as any other Unit.

(a) Exhibit "A-1" - The legal description of the land described as Phase 1 and submitted by this Declaration to the Condominium form of ownership and a survey of the land showing all existing easements and a graphic description of the improvements in which Units are located and a plot plan thereof which together with the Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, and identification of each Unit by number so that no Unit bears the same designation as any other Unit.

(b) Exhibit "A-2" through "A-18" - The legal descriptions for the balance of the phases which may be dedicated by subsequent amendments and identified as Phases 2 through Phase 18, together with a survey of the land showing all existing easements and a graphic description of the improvements in which Units are located and a plot plan thereof which together with the Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, and identification of each Unit by number so that no Unit bears the same designation as any other Unit.

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3.2 Exhibit "B" - The percentage ownership schedule of the Common Elements and Common Surplus and obligation for Common Expenses

3.3 Exhibit "C" - The Articles of Incorporation of the Association.

3.4 Exhibit "D" - The Bylaws of the Association.

3.5 Exhibit "E" - Southwest Florida Water Management District Permit.

3.6 Exhibit "F" - Joinder by Colonial Bank, N.A.

#### 4. EASEMENTS AND RESERVATIONS

Easements are expressly provided for and reserved in favor of the Unit Owners, their lessees, their guests and invitees, and the Association, its successors and assigns, as follows:

4.1 Utilities. Easements are reserved through the Condominium Property as may be required for utility service (including but not limited to cable TV) in order to serve the specific Condominium Property and Condominium Parcel; however, such easements shall be only in accordance with the plans and specifications for the building and improvements, or as the building or improvements are actually constructed, unless approved in writing by the Board of Administration and the affected Unit Owners.

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

4.3 Traffic. A non-exclusive easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, center cores, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and or otherwise intended for purposes of ingress, egress and access to the public ways and for such other purposes as are commensurate with need, and such easement or easements shall be for the use and benefit of the Unit Owners of the Condominium Property, and those claiming by, through or under the aforesaid Unit Owners; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes.

4.4 Easements and Reservations for Developer for Ingress, Egress and Utilities. There is reserved in the Developer, its successors and assigns, the right to create utility easements and to install utilities and to use same over and across the land declared to Condominium ownership hereunder for the benefit of the Developer, its successors and assigns. Such right to create and install and use utilities shall not encumber or encroach upon any Unit or impair the exclusive use and ownership of any Unit. Such use of the lands for utilities shall be established as five feet (5') on either side of the actual installed improvement. In addition, the Board of Administration by a vote of a majority of all of the Directors shall have the power and authority to move, grant, terminate or convey easements to appropriate authorities, entities or persons, public or private, for such utilities. There is reserved in the Developer the right of ingress and egress over all of the Condominium.

4.5 Reservation in the Developer to Use Facilities for Sale, Marketing, and Advertising of Units. It is contemplated that the Developer will construct and market all Units. There is hereby reserved in the Developer, its successors and assigns, the right to use the Units and all Common Elements for the

marketing, sale, and advertising of all Units constructed. This reservation is made notwithstanding the use restrictions set forth in Paragraph 12, and such reservation is intended insofar as the Developer, its successors and assigns, to be superior to such use restriction in Paragraph 12. ~~Such reservation shall continue for so long as the Developer, its successors and assigns, shall own Units held for sale to the public.~~

4.6 Easement through Interior Walls. The Association and adjoining Unit Owners shall have easements in and through all interior walls as necessary for the installation, maintenance and repair of pipes, wires and other conduits within said walls, as required to provide utilities services to Units in the Condominium. Any damage to a wall in gaining access to any such conduit shall be repaired by the person or entity responsible for repairing the conduit in question.

4.7 Permits, Licenses and Easements over Common Elements. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities, roads and other purposes necessary for the operation of the Condominium.

4.8 Easement for Access and Drainage over the Surface Water or Stormwater Management System. The Master Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Master Association shall have the right to enter upon any portion of the Condominium Property which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the Southwest Florida Water Management District permit (the "SWFWMD Permit") attached hereto and made a part hereof as **Exhibit "E."** Additionally, the Master Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the Southwest Florida Water Management District. Such easements, dedications and restrictions may not be removed by subsequent Owners unless the grantee consents.

4.9 Master-Metered Water Usage. Each Unit will be metered by a master meter a public utility will determine water usage for all of HAMMOCKS CAPE HAZE, including this Condominium. No individual Unit will be sub-metered. Each Unit Owner will be required to pay a pro-rata share of the water usage for all of HAMMOCKS CAPE HAZE, regardless of the amount of water usage by the Owner of a particular Unit. The cost associated with such master-metered water usage shall be deemed part of the common expenses of the Master Association and each Owner shall pay an equal share of such costs. Unit Owners will not receive an itemized bill covering water usage fees and there will be no method for determining the individual costs of water usage to each individual Unit. Notwithstanding the foregoing, the Developer reserves the right to install individual meters regulating water usage of individual Units and the Master Association may be responsible for regulating such water consumption.

## 5. UNIT BOUNDARIES

Each Unit shall include that part of the structure containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

5.1 The Upper and Lower Boundaries of the Unit shall be the following boundaries extended to an intersection with the parametrical boundaries:

- (a) Upper Boundaries - The lowest surface of the unfinished ceilings of the Unit
- (b) Lower Boundaries - The highest surface of the unfinished floors of the Unit.



5.2 The perimetrical boundaries of the Unit shall be the vertical planes established by the backside of the drywalls, and outer boundary of doors and windows bounding the Unit extending to the intersections with each other and with the upper and lower boundaries; and where there is attached to the Unit a patio or balcony and so designated on the plot plan, it shall not be considered a part of the Unit to which it is attached and shall be considered a Limited Common Element for the exclusive use of the Unit to which it is attached.

5.3 Each Unit shall be identified by the use of a letter, number, or any combination thereof, all of which are graphically described in **Exhibit "A"** attached hereto and made a part hereof.

## 6. APPURTENANCES TO UNITS

6.1 The Owner of each Unit shall own an undivided share and interest in the Condominium Property, which shall include an undivided share in the Common Elements and Common Surplus, the exclusive right to use the portion of the Common Elements as provided herein, the easements herein provided, and the right of exclusive use of his Unit subject to the rights of the Association, which his Unit is a part, which share and interest shall be appurtenant to the Unit, said undivided interest in the Condominium Property and the Common Elements and Common Surplus being as designated and set forth in **Exhibit "B"** attached hereto and made a part hereof.

### 6.2 Limited Common Elements

(a) Air Conditioning and Heating Units. That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

(b) Covered Patios, Lanais and/or Balconies. The patios, lanais and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.

(c) Dryer Vents. All stacks, vents, booster fans and dryer-related items appurtenant to, but located outside of a Unit are a Limited Common Element of the Unit.

(d) Automobile Parking Space. The Developer reserves the right to assign parking spaces ("Assigned Parking Space") to each Unit. An Assigned Parking Space shall be assigned in connection with the sale of a Unit by the Developer, the right to the exclusive use of the said Assigned Parking Space shall pass as an appurtenance to the Unit, and shall be evidenced by an "Assignment of Use – Parking Space" separate from the deed, and the Association shall not thereafter reassign or change the said Unit Owner's Assigned Parking Space without the Unit Owner's prior written consent; provided, further, said Unit Owner shall not transfer or assign use the Assigned Parking Space except in connection with the sale or transfer of the Condominium Unit. Any expenses attributable to the Assigned Parking Space shall be the responsibility of the Association and will be paid by the Association as a Common Expense. The Board may promulgate reasonable rules and regulations governing the use of the Assigned Parking Spaces, and each Unit Owner hereby agrees to abide by such rules and regulations. Each Unit shall be assigned one (1) parking space, which shall be a Limited Common Element.

(e) Additional Parking Space. The Developer reserves the right to assign additional parking spaces ("Additional Assigned Parking Space") to certain Units. The Additional Assigned Parking Space shall be assigned in connection with the sale of a Unit by the Developer, the right to the exclusive use of the said Additional Assigned Parking Space shall pass as an appurtenance to the Unit, and shall be evidenced by an "Assignment of Use – Additional Parking Space" separate from the deed, and the Association shall not thereafter reassign or change the said Unit Owner's Additional Assigned Parking Space without the Unit Owner's prior written consent; provided, further, said Unit Owner shall not transfer or assign use the Additional Assigned Parking Space except in connection with the sale or transfer of the

Condominium Unit. Any expenses attributable to the Additional Assigned Parking Space shall be the responsibility of the Association and will be paid by the Association as a Common Expense. The Board may promulgate reasonable rules and regulations governing the use of the Assigned Parking Spaces, and each Unit Owner hereby agrees to abide by such rules and regulations. Additional Assigned Parking Spaces shall be Limited Common Elements.

(f) Storage Space. The Developer reserves the right to assign storage spaces ("Assigned Storage Space"). An Assigned Storage Space shall be assigned in connection with the sale of a Unit by the Developer, the right to the exclusive use of the said Assigned Storage Space shall pass as an appurtenance to the Unit, and shall be evidenced by an "Assignment of Use – Storage Space" separate from the deed, and the Association shall not thereafter reassign or change the said Unit Owner's Assigned Storage Space without the Unit Owner's written consent, provided, further, said Unit Owner shall not transfer or assign use the Assigned Storage Space except in connection with the sale or transfer of the Condominium Unit. Each Unit shall be assigned one (1) storage space, which shall be a Limited Common Element

6.3 Air Space. An easement for the use of the air space appurtenant to a Unit as it exists at any particular time and as the Unit may lawfully be altered from time to time

## 7. MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the Condominium Property, and restrictions upon its alteration and improvement shall be as follows:

7.1 By the Association. The Association shall have the exclusive control to maintain, repair and replace at the Association's expense:

(a) All Common Elements and Limited Common Elements, except as provided in paragraph 7.2

(b) All portions of a Unit contributing to the support of the building, except interior surfaces, which portions shall include but not be limited to load-bearing columns, load-bearing walls and roofs.

(c) Except as provided in 7.2, all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services contained in the Unit.

(d) At the Association's sole discretion, the Association shall be responsible for painting the exterior front doors of Units.

(e) All damage caused by the intentional or negligent acts of the Association, or its contractors or agents, to a Unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of this Section 7.1.

(f) All lawn and landscaping maintenance shall be the ultimate responsibility of the Master Association; provided, however, the Master Association may delegate such responsibility from time to time to the Association and the Association shall have an access easement in furtherance of such delegated maintenance responsibility. Lawn maintenance shall include cutting, sprinkling, pest control, replanting and related maintenance. Such maintenance shall include the maintenance of landscaped areas and shrubbery located on Condominium Property.

(g) The Association shall maintain and repair at the Association's expense and as a Common Expense the elevators, elevator shafts, and all elevator related equipment. The Association shall be responsible for routine maintenance and inspection of the elevators

(h) To repair, replace and maintain all lighting fixtures appurtenant to, but located outside of a Unit.

(i) To maintain, repair and replace at the Unit Owner's expense all stacks, vents, booster fans and dryer-related items appurtenant to, but located outside of a Unit, including, but not limited to, all stacks, vents, booster fans and dryer-related items which are designated as a Limited Common Element.

**7.2 By the Unit Owner.** The Unit Owner shall be responsible to promptly report to the Association any defect or need for repairs for which the Association is responsible. The responsibility of the Unit Owner for maintenance, repair and replacement shall be as follows

(a) To maintain, repair and replace at the Unit Owner's expense all portions of the Unit, including but not limited to, the water heater, air handlers and the air conditioning and heating unit which services the Unit Owner's Unit, including, but not limited to, that portion of the air conditioning and heating unit which is designated as a Limited Common Element.

(b) A Unit Owner shall also maintain, repair and replace at the Unit Owner's expense, all portions of the patios, lanais and/or balconies appurtenant to a Unit having direct and exclusive access thereto, including, but not limited to, that portion of the patios, lanais and/or balconies which is designated as a Limited Common Element.

(c) Included within the responsibility of the Unit Owner shall be all windows, screens, screen enclosures over patio and doors opening into or onto the Unit (except as provided in Section 7.1(d)), sliding glass doors opening into or onto the Unit, carpeting, electrical fixtures and appliances in the Units, non-supporting walls and partitions, all contents of the Unit and built-in cabinets in the Units.

All such maintenance, repair and replacement shall be done without disturbing the rights of other Unit Owners and shall be of a design, quality specification and decor consistent with the Condominium Property.

**7.3 Alteration and Improvement.** No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, the Unit or any Limited Common Element, including, but not limited to, the installation of awnings, hurricane shutters, hot tubs, carpet or change in flooring, or trellises in balconies, terraces and patio areas, without the prior written consent of the Board of Directors. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Unit or Limited Common Elements within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, and all other Unit Owners harmless from and to indemnify them for any expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation of construction thereof as may be required by the Association.

**7.4 Hurricane Shutters, Balcony Enclosure.** The Board shall establish and adopt specifications for the installation, maintenance, repair and replacement of hurricane shutters, balcony enclosures and such other alterations as it deems appropriate. As such alterations are made by a Unit



Owner, they must be in accordance with such specifications. The maintenance, repair and replacement of such alterations shall be the responsibility of the Unit Owner, including the obligation to insure. Screened enclosures shall not be replaced with glass or other solid material without the prior written approval of the Board

7.5 Exclusive Control. Where it is stated herein that the Association has "exclusive control," it means the Unit Owners shall not be required, or entitled, to conduct such activities, it being the intent of the Association to control such activities for purpose of maintaining uniformity within the Condominium. All maintenance performed by the Association shall be at least up to the maintenance standards established in the Declaration.

7.6 Failure of Owner to Repair. The Association may perform maintenance or make repairs and assess the costs of any required exterior maintenance or repairs to the Unit Owner under the following circumstances: (i) such Owner does not when reasonably necessary comply with its obligation under Section 7.2(a) – (c); or (ii) any maintenance, repair or replacement, whether upon the Unit, Limited Common Elements or Common Elements, is required because of any negligent or willful act of such Owner or any member of such Owner's family or household or any invitee or lessee of such Owner; and (iv) such Owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice from the Association. Upon the occurrence of the foregoing, and after reasonable prior notice to such Owner, and a reasonable opportunity to be heard, the Association's Board of Directors by a vote of not less than the majority of the Board may undertake such maintenance, replacement or repairs and may charge by Specific Charge the costs of such maintenance, replacement or repairs, as the case may be, against such Unit. Failure of the Association to undertake any such maintenance, replacement or repair on behalf of the Owner shall in no event be deemed a waiver of the right to do so thereafter.

## 8 ASSESSMENTS AND COMMON EXPENSES

8.1 Common Expenses. Each Unit Owner shall be liable for the share of the Common Expenses in the same percentage as is shown on **Exhibit "B."**

8.2 Assessments. The making and collection of assessments against each Unit Owner for Common Expenses, and for reserves as may from time to time be established by the Association, shall be pursuant to the Bylaws of the Association, subject to the following provisions:

(a) Interest and Late Charge; Application of Payments. Assessments and installments on such assessments paid on or before the date when due, shall not bear interest, but all sums not paid on or before the date when due shall bear interest at the rate of eighteen (18%) percent per annum from the date when due until paid and there shall also be assessed as an administrative late fee in an amount not to exceed the greater of \$25.00 or 5% of each installment of the Assessment for each delinquent installment that the payment is late. All payments on accounts shall be first applied to interest accrued by the Association, then to any administrative late fee, then to costs and attorney's fees, and then to the delinquent Assessment payment first due.

(b) Lien for Assessments. The Association shall have a lien against each Condominium Parcel for any unpaid assessments, including interest, costs and reasonable attorney's fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien, whether or not legal proceedings are initiated. The said liens may be recorded among the Public Records of the County where located by filing a claim therein which states the description of the Condominium Parcel, the name of the record owner, the name and the address of the Association, the amount due and the due dates, and said lien shall continue in effect until all sums secured by the lien shall have been paid or one (1) year from the recording of said lien, whichever shall first occur, unless within the one (1) year period an action to enforce the lien is commenced in a court of competent jurisdiction. Such claims of lien shall be executed and acknowledged by an officer of the Association, or

by an authorized agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. A Unit Owner, regardless of how his title has been acquired, including ~~a purchaser at a judicial sale, is liable for all assessments which come due while he is the Unit Owner.~~ The grantee is jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the Common Expenses up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. A first mortgagee who acquires title to the Unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments in accordance with Florida Statutes §718.116 as amended, from time to time.

(c) Acceleration. In the event of nonpayment of any assessment on or before the date when due, at its option, the Association may accelerate the assessments due to the end of the budget year, regardless of whether assessment installments are not yet due and payable, whereupon the entire budget year's assessments shall be immediately due and payable, and, at its option, the Association may declare all other sums, including interest and late fees, immediately due and payable. Accelerated assessments shall be due and payable on the date the claim of lien is filed.

8.3 Collection. Assessments shall be due and payable upon conveyance of the first Unit from the Developer to its purchaser. The Association shall have the power and authority to charge, assess and collect all fees, charges and assessments allowed by this Declaration, Florida law, and the Articles or Bylaws from Unit Owners and shall be entitled to use such remedies for collection as are allowed by this Declaration, Articles, Bylaws and the laws of the State of Florida. All Units shall be allocated full assessments no later than sixty (60) days after the first Unit is conveyed.

8.4 Lien for Easements. The obligation for the care, replacement, maintenance and repair of any easement which is a part of the Condominium Property or appurtenant to the Condominium Property shall be a Common Expense shared by the Unit Owners in the same proportion as a Common Expense for which there shall be a lien established in accordance with paragraph 8.2(a) and (b) herein.

8.5 Subordination of Lien. Any lien for delinquent Common Expense assessments or other charges that the Association has on a Unit will be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the delinquent Assessment was due.

8.6 Special Assessments. In addition to the assessments authorized above, the Association may levy against all Unit Owners a Special Assessment applicable for any Common Expense provided that any such Special Assessment shall have the assent a majority of the Board a meeting duly called for this purpose.

8.7 Specific Charges. In addition to assessments authorized above, including Special Assessments, the Association may levy a Specific Charge arising out of any expenses occasioned by the provision by the Association of any maintenance, repair or replacement of any Common Elements, Limited Common Elements, any improvements maintained or owned by the Association or other Condominium Property, the maintenance, repair and replacement responsibility of which lies with an individual Owner or group of Owners, but less than all the Owners, under the provisions of this Declaration, or the maintenance, repair and replacement responsibility of which lies with the Owner under the terms of this Declaration. Specific Charges shall be levied by the Board of Directors; provided, that, the Specific Charge shall have the assent of a majority of the Board at a meeting duly called for this purpose. The amount and due date of such Specific Charges so levied by the Board shall be as specified by the Board.

## 9. ASSOCIATION

The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

9.1 Membership and Voting Rights in Association Membership of each Unit Owner in the Association is mandatory and shall be acquired pursuant to the provisions of the Articles of Incorporation and Bylaws of the Association. ~~The interest of each Unit Owner in the funds and assets held by the Association shall be in the same proportion as the liability of each such Owner for Common Expenses~~ Each Unit shall be entitled to one vote in the Association.

9.2 Articles of Incorporation A copy of the Articles of Incorporation of the Association, which sets forth its powers and duties, is attached as **Exhibit "C"** and made a part hereof

9.3 Bylaws A copy of the Bylaws of the Association is attached as **Exhibit "D"** and made a part hereof

9.4 Restraint upon assignment of shares and assets The Unit Owner's share in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

9.5 Association Name The Association shall be named as provided in Paragraph 2.3 herein and shall be a corporation not for profit.

9.6 Purchase or Lease of Properties The Association shall have the power and authority to purchase real estate, leaseholds or possessory interest therein, including memberships pursuant to Florida Statute §718.111 and §718.114 (2004).

9.7 Association's Access to Units The Association shall at all times have the right to enter the Condominium Units and Limited Common Elements at reasonable times for the purposes of gaining access to the Units, Common Elements and Limited Common Elements for the maintenance, repair or replacement of the Condominium Property or for the maintenance, repair or replacement of Units as provided in Section 7.6, or to abate emergency situations which threaten damage to the Condominium Property, including the Unit entered. Each Unit Owner shall be required to keep on file with the Association, a key or keys that will allow access to the Unit in the event of emergency. Said keys shall be accessible only by designated individuals in an emergency situation.

9.8 Right of Action The Association and any aggrieved Unit Owner has the right of action against Unit Owners who fail to comply with the provisions of the Condominium's documents or the decisions made by the Association. Each Unit Owner, each tenant and other invitee, and the Association shall be governed by, and shall comply with the provisions of F.S. 718.303(1) (2004), the Declaration, the documents creating the Association, and the Association Bylaws and the provisions thereof shall be deemed expressly incorporated into any lease of a Unit. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the Association by a Unit Owner against (a) the Association, (b) a Unit Owner, (c) Directors designated by the Developer, for actions taken by them prior to the time control of the Association is assumed by Unit Owners other than the Developer, (d) Any Director who willfully and knowingly fails to comply with these provisions, (e) Any tenant leasing a Unit and any other invitee occupying a Unit. The prevailing party in any such action or in any action in which the purchaser claims a right of voidability based upon contractual provisions as required in F.S. 718.503(1)(a) (2004) is entitled to recover reasonable attorney's fees. A Unit Owner prevailing in an action between the Association and the Unit Owner under this paragraph, in addition to recovering his or her reasonable attorney's fees, may recover additional amounts as determined by the court to be necessary to reimburse the Unit Owner for his or her share of assessments levied by the Association to fund its expenses of the litigation. This relief does not exclude other remedies provided by law. Actions arising under this paragraph shall not be deemed to be actions for specific performance.

## 10 INSURANCE

The insurance other than title insurance that shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

10.1 Authority to purchase, named insured. All insurance policies upon the Condominium Property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association, and all policies and their endorsements shall be deposited with the Association.

### 10.2 Personal Property of Unit Owner.

(a) Coverage. All real or personal property located within the boundaries of the Unit Owner's Unit which is excluded from the coverage to be provided by the Association as set forth in as provided in Florida Statutes Section 718.111(11)(b) (2004), shall be insured by the individual Unit Owner at the Unit Owner's expense and shall not be a Common Expense. Specifically, the Unit Owner shall be responsible to procure and maintain at a minimum insurance coverage for the following items: all floor, wall, and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit and all air conditioning compressors that service only an individual Unit, whether or not located within the Unit boundaries (the "Covered Items"). Covered Items shall not include personal property items such as furniture, clothing, paintings, audio/visual equipment, jewelry, or other items not specifically listed as Covered Items.

(b) Owners Duty to Purchase Covered Items Insurance. It shall be the individual responsibility of each Unit Owner at their expense to procure and maintain insurance for Covered Items. The Association may require each Unit Owner to procure and maintain insurance for Covered Items with respect to their Unit and to furnish a copy such policy to the Board upon request. The Board may, but is not required to, request a copy of such insurance policy or certificate of insurance from each Unit Owner on an annual basis or from time to time; provided, however, failure of the Board to make such a request shall not be deemed a waiver of the right to do so thereafter. To the extent available, the Unit Owner shall use his best efforts to obtain that the insurance policy for Covered Items maintained by the Unit Owner shall name the Association as trustee and attorney in fact for such Unit Owner.

(c) Failure of Unit Owner to Purchase Covered Item Insurance. The Association may, but shall have no obligation to, purchase Covered Item insurance on behalf of an individual Unit Owner and charge the costs of any such insurance premium to the Unit Owner as a Specific Charge under the following circumstances: (i) the Unit Owner fails to procure and/or maintain Covered Item insurance as required herein; or (ii) such Unit Owner does not when reasonably necessary replace any expired or soon to be expired Covered Item insurance. Upon the occurrence of the foregoing, and after reasonable prior notice to such Unit Owner, and a reasonable opportunity to be heard, the Association's Board, by a vote of not less than a majority of the Board, may purchase such Covered Items insurance and may recover by Specific Charge the costs of such Covered Items insurance premium, as the case may be, against such Unit. Failure of the Association to purchase such Covered Item insurance policy on behalf of the Unit Owner shall in no event be deemed a waiver of the right to do so thereafter.

### 10.3 Condominium Property Coverage



(a) Casualty: All buildings and improvements upon the Condominium Property shall be insured in an amount equal to the insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all as shall be determined annually by the Board of Directors of the Association. Coverage shall afford protection against

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief; and

(3) Hazard policies issued to protect condominium buildings shall provide that the word "building", wherever used in the policy, shall include, but shall not necessarily be limited to fixtures, installations or additions comprising that part of the building within the unfurnished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed or replacements thereof, of like kind and quality, in accordance with the original plans and specifications or as existed at the time the Unit was initially conveyed if the original plans and specifications are not available. However, the word "building" shall not include Unit floor coverings, wall coverings or ceiling coverings, and shall not include electrical fixtures, appliances, air conditioning and heating equipment, water heaters or built in cabinets required to be replaced or repaired by the Unit Owner. With respect to the coverage provided by this paragraph, the Unit Owner shall be considered as an additional insured under the policy.

(b) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired vehicles, owned, and non-owned vehicle coverage, and with cross liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

(c) Worker's Compensation insurance to meet the requirements of law

(d) Flood Insurance where required by federal or other regulatory authority.

(e) Liability Insurance for its officers and directors or persons who are in control or disburse funds of the Association.

(f) Other Insurance Such other insurance that Board of Directors of the Association shall determine from time to time to be desirable.

10.4 Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

10.5 Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association, as trustee, or to such trustee in Florida with trust powers as may be designated from time to time by the Board of Directors of the Association when required by this Declaration.

(a) Proceeds on account of damage to Common Elements and Limited Common Elements. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements and Limited Common Elements appurtenant to the Unit as set forth on **Exhibit "B"** attached hereto

(b) Units. Proceeds on account of damage to Units shall be held in the following undivided shares

(1) When the building is to be restored For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, said cost to be determined by the Association

(2) When the building is not to be restored: An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(c) Mortgages In the event a mortgagee endorsement has been issued to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear, provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged Unit in any of the following events:

(1) Its mortgage is not in good standing and is in default.

(2) Insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and additional monies are not available for such purpose.

10.6 Distribution of proceeds Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial Owners in the following manner:

(a) All expenses of the Association shall be paid first or provisions made for such payment.

(b) If the damage for which the proceeds are paid is to be repaired or reconstructed the proceeds shall be paid to defray the cost thereof as provided herein. Any proceeds remaining after defraying such cost shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any mortgagee of a Unit.

(c) If it is determined in the manner provided herein that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the mortgagee of a Unit.

(d) In making distribution to Unit Owners and their mortgagees, the Association may rely upon a Certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their respective shares of the distribution.

10.7 Association as Agent. The Association is hereby irrevocably appointed Agent for each Unit Owner and for each Owner of any other interest in the Condominium Property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

10.8 Fidelity bonds. Fidelity Bonds shall be required by the Board of Directors for all persons including officers and Directors controlling or disbursing funds of the association in accordance with

Florida Statutes Section 718.111(11)(d), (2004). The premiums on such bonds shall be paid by the Association.

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## 11. RECONSTRUCTION OR REPAIR AFTER CASUALTY

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11.1 Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Elements and Limited Common Elements. If the damaged improvement is a Common Element and/or Limited Common Element then the damaged property shall be reconstructed or repaired, unless it is determined that the Condominium shall be terminated.

(b) Damage

(1) Lesser damage. If the damaged improvement is a building, and if the Units to which sixty (60%) percent of the Common Elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty, it is determined by agreement that the Condominium shall be terminated.

(2) Major damage. If the damaged improvement is a building, and if Units to which sixty (60%) percent of the Common Elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired, and the Condominium will be terminated without agreement, unless within one hundred sixty (160) days after the casualty, the Owners of eighty (80%) percent of the Common Elements agree in writing to such reconstruction or repair.

11.2 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building, or in lieu thereof, according to the plans and specifications approved by the Board of Directors of the Association, and if the damaged property is in a building and reconstruction is not substantially in accordance with the original plans and specifications, then, approval by the Owners of not less than eighty (80%) percent of the Common Elements, including the Owners of all damaged Units, together with the approval of the institutional mortgagees holding first mortgages upon all damaged Units, shall be required which approval shall not be unreasonably withheld.

11.3 Responsibility. If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

11.4 Estimates of Cost. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

11.5 Assessments. If it is determined that reconstruction and repair should occur and if the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, a Special Assessment shall be made against all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such Special Assessment on account of damage to Common Elements shall be in proportion to the Unit Owner's obligation for Common Expenses.



11.6 Construction Funds. The funds for payment of costs of reconstruction and repair after ~~casualty, which shall consist of proceeds of insurance held by the Association and funds collected by the Association from assessments against Unit Owners,~~ shall be disbursed in payment of such costs in the following manner:

(a) Association - Lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$500,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association, provided however, that upon request by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(b) Association - Major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$500,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association.

(c) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid to the Owner, or if there is a mortgagee endorsement as to the Unit, then to the Owner thereof and the mortgagee jointly, who may use such proceeds as they may agree.

(d) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the fund, except, however, that only those portions of a distribution to the beneficial Owners in excess of assessments paid by a Unit Owner to the construction fund shall be made payable to any mortgagee.

## 12 USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists upon the land:

12.1 Units. This is a residential Condominium, and therefore, each of the Units shall be occupied only as a one family residential private dwelling by no more than six (6) persons in a three bedroom nor more than four (4) persons in a two bedroom Unit at any one time. No Unit may be divided or subdivided into a smaller Unit. No Unit shall be used for commercial or business purposes, including but not limited to, daycare operations or home office activities.

12.2 Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

12.3 Nuisances. No nuisance shall be allowed upon the Condominium Property or within a Unit, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

12.4 Lawful Use No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. ~~The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property or a Unit shall be the same as the responsibility for the maintenance and repair of the property concerned.~~

**Amended 03/05/2014 Fourteenth Amendment**

12.5 Leasing of Units A Unit may be leased or rented by the respective Unit Owner thereof, provided however, that said lease must be for a period of not less than thirty (30) days or one (1) calendar month, whichever is less; provided, further, the Unit may not be leased more than six (6) times in any calendar year. Entire Units may be rented provided the occupancy is only by the lessee, his family and guests. No rooms may be rented. The lease of any Unit shall not release or discharge the Owner from compliance with any of his obligations and duties as a Unit Owner. Any such lease shall be in writing and provide that all of the provisions of this Declaration, and Bylaws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit to the same extent as against a Unit Owner, and a covenant shall exist upon the part of each such tenant or occupant to abide by the Rules and Regulations of the Association, the terms and provisions of the Declaration of Condominium and Bylaws, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant, which covenant shall be an essential element of any such lease or tenancy agreement. In the event a Unit is occupied by a person or persons other than the Unit Owner, such Unit Owner shall not be entitled to utilize the recreation facilities of the Master Association the period of such occupancy. The Unit Owner shall provide the Association with a copy of any such lease.

12.6 Resale Restrictions

12.6.1 No conveyance of a Unit, by parties other than the Developer or Institutional Mortgagees, shall be valid unless a certificate executed and acknowledged by an officer of the Association, stating that all assessments levied against such Unit have been paid in full, is recorded together with the instrument of conveyance. The Board of Directors shall furnish such certificate upon receipt from the Unit Owner of a request form (which will be prepared by the Association) setting forth the proposed purchaser's name, notice address and date of closing. The new Owner may not take occupancy of the Unit until he has delivered or caused to be delivered a copy of his deed to the Unit to the Association.

12.6.2 The provisions of this Paragraph 12.6 shall not be applicable to Developer or Institutional Mortgagees.

12.7 Signs No signs shall be displayed from a Unit or from the Condominium Property, or from any vehicle parked on Condominium Property.

12.8 Prohibited Vehicles No commercial trucks or vans or other commercial vehicles shall be parked on Condominium Property except with the written consent of the Board of Directors of the Association. It is acknowledged that there are pickup trucks and vans that are not used for commercial purposes, but are family vehicles. It is not intended that such noncommercial, family vehicles be prohibited. A commercial vehicle is one with lettering or display on it or is used in a trade or business. No campers, recreation vehicles, boats or boat trailers may be parked on the Condominium Property. Motorcycles may be parked on the Condominium Property. Owners are prohibited from parking in such guest parking spaces.

No Owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any portion the Common Elements or Limited Common Elements. No dilapidated, rundown, wrecked or non-functional vehicles shall be permitted on the Common Elements or Limited

~~Common Elements~~ The prohibitions on parking contained above in this Section shall not apply to temporary parking of commercial vehicles such as for construction use or providing pick-up and delivery and other commercial services or to any vehicles of Developer ("Service Vehicles"). Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Unit irrevocably grants the Association and its designated towing service the right to enter the Limited Common Element parking space and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason or such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers mobile homes, trailers, etc. An affidavit of the person posting the foresaid notice stating that it was property posted shall be conclusive evidence of proper posting.

12.9 Regulations. Reasonable Rules and Regulations concerning the use and operation of Condominium Property may be made and amended from time to time by the Board of Directors in the manner provided by its Articles of incorporation and Bylaws. Copies of such Rules and Regulations and amendments shall be furnished by the Association to all Unit Owners and residents of the Condominium.

12.10 Proviso. Until the Developer has completed all of the contemplated improvements and closed the sale of all of the Units of the Condominium, neither the Unit Owners nor the Association, nor the use of the Condominium Property shall interfere with the completion of the contemplated improvements and the sale of the Units. Developer may make such use of the unsold Units, and Common Elements, as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property, and the display of signs.

12.11 Children. Children shall be allowed.

12.12 Alteration of Exterior Appearance. No newspaper, aluminum foil, reflective film, nor any other material shall be placed over the windows of any Unit. All drapes or curtains shall show a white or light tan color to the outdoor side of such drapes or curtains. No reflective film or other type of window treatment shall be placed or installed on the inside or the outside of any Unit without the prior written consent of the Board of Directors. All such window treatments, if approved, shall have an exterior appearance of white. Any alterations, decorations, repairs or replacements which have an effect on the exterior appearance must be first approved by the Board of Directors.

12.13 Use of Property. No articles shall be hung or shaken from the doors, windows, or balconies, no articles shall be placed upon the outside window sills, or outside of balcony railings of the Units. Balconies are not to be used for storage.

**Amended 03/05/2014 Fourteenth Amendment**

12.14 Charcoal Broilers, etc. Charcoal broilers or small open flame burners, electric grills or gas grills are not permitted to be used on balconies or any of the Common Elements, Limited Common Elements or Units.

12.15 Storage Areas. All Assigned Storage Areas must be kept free and clear of refuse. Fire regulations prohibit the storage of gasoline, paint, or any combustible items presenting a fire hazard. Patios/balconies shall not be used for storage areas.

12.16 Refuse. All refuse shall be disposed of with care and in the appropriate trash chutes intended for such purpose. All trash must be contained in and secured in plastic trash bags and placed in the trash chutes or appropriate trash containers. Boxes and other large items of trash shall be placed in the appropriate trash containers and not placed into the trash chute.



**Amended 03/05/2014 Fourteenth Amendment**

**12 17** Animals Other than pets that create policy coverage exclusions under insurance policies purchased by the Association on Condominium Property, pets that cause increases in insurance policy premiums under insurance policies purchased by the Association on Condominium and/or violent breeds (as determined by the Association in their sole and absolute discretion) dogs, cats and other customary household pets may be kept in Units provided such animals are not kept, bred or maintained for any commercial purposes, provided, further, any pet may not exceed 45 lbs at full maturity

Unless the Association has designated a particular area on the Condominium Property for pet defecation, household pets must be taken off the Condominium Property for that purpose. Unit Owners must pick up all solid waste of their pets and dispose of such waste appropriately. All pets, including cats, must be leashed at all times when outside the Unit. Pets may not be tied up or leashed to any object on the Condominium Property. Pets may not be kept in a Limited Common Element. The Association has the right to pick up loose pets and/or report them to the proper authorities. Violation of the provisions of this Section shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be permanently removed from the Condominium Property. Without limiting the right of the Association to establish policies in other matters affecting the Condominium, the Association may make reasonable rules and regulations regarding pet ownership in the Condominium. Notwithstanding anything herein to the contrary, if any animal permitted to be kept by an Owner shall become a nuisance to other Owners and such nuisance is not corrected after written notice to the Owner, the Board of Directors of the Association shall have the right to require the Owner to remove such animal permanently from the Property.

**Amended 01-29-2016 Fifteenth Amendment**

**12 18** Screened porches/balconies All screened porches and screened balconies shall only contain patio furniture and other outside living items. No spas or hot tubs, or Jacuzzis shall be permitted in the Limited Common Elements. The screened area shall not be replaced with glass or other solid material.

**12 19** Flags Notwithstanding anything in this Declaration to the contrary, any Unit Owner may display one portable, removable United States flag in a respectful way; provided, further, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans' Day Unit Owners may display an official flag of the United States Army, Navy, Air Force Marine Corps and Coast Guard. Flags may not exceed 4 1/2 feet by 6 feet.

**12 20** Weight and Sound Restrictions Hard and/or heavy surface floor coverings, such as tile, wood, etc., will be permitted throughout the Unit, provided, however, use of a hard and/or heavy surface floor covering in any location within the Unit must be submitted to and approved by the Board of Directors and also meet applicable structure requirements. Also, the installation of any improvement or heavy object must be submitted to and approved by the Board of Directors, and be compatible with the structural design of the building and be adequately insulated from sound transmission. The Board of Directors may require the review of a structural engineer at the Unit Owner's expense. All other areas of the Unit which do not receive the approved hard and/or heavy surface floor coverings are to receive sound absorbent, less dense floor coverings, such as carpet. No carpet of any type may be placed on the patio or balcony. Floor coverings on balconies shall be limited to a maximum composite thickness of 1/2" and a maximum composite weight of four (4) pounds per square foot including setting bed and/or adhesive materials, unless approved otherwise by the Board of Directors and compatible with the structural and architectural designs; provided, however, this limitations of this sentence shall not apply to marble flooring. The Board of Directors will have the right to specify the exact material used on balconies. These use guidelines are consistent with good design practices for waterproofing and structural design. Owners will be held strictly liable for violation of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations.

**12 21.** Additional Use Restrictions In addition to these specific rules and regulations, the Board of Directors may establish reasonable rules and regulations on its own motion and vote which will govern

the use, maintenance, and operation of the Common Elements. Such rules and regulations shall be reasonable and shall be consistent with the maintenance of a high standard and quality use and maintenance of the Common Elements. ~~Such rules and regulations made by the Board of Directors may, in addition to new rules and regulations, clarify these existing rules and regulations. The rules and regulations recited herein may not be amended except by an appropriate vote of the membership.~~

### 13. MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer and leasing of Units by an Owner other than the Developer shall be subject to the following provisions as long as the Condominium exists upon the land:

13.1 Leases. No Unit Owner may lease its Unit without complying with Section 12.5. Any lease agreement entered into without complying with Section 12.5 shall be voidable unless subsequently approved by the Association or otherwise cured by the terms of this Declaration.

13.2 Notice to Association of Purchase, Gift, Devise, Inheritance, or Other Transfers. A Unit Owner, who has obtained his title by purchase, gift, devise or inheritance, or by any other manner not previously specified, shall give to the Association notice of the acquiring of his title, together with such information concerning the Unit Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the Owner's title.

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

#### 13.4 Notice of Lien or Suit.

(a) A Unit Owner shall give notice, in writing, to the Association of every lien upon his Unit other than for authorized mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

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

(c) Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

### 14. PURCHASE OF UNITS BY ASSOCIATION

The Association shall have the power to purchase Units subject to the following provisions:

14.1 Decision. The decision of the Association to purchase a Unit shall be made by its directors, without the necessity of approval by its members except as is hereinafter expressly provided.

14.2 Limitation. If at any time the Association shall be the Owner or agreed purchaser of five (5) or more Units, it may not purchase any additional Units without the prior written approval of ~~seventy-five percent (75%) of the Unit Owners; provided, however, that the limitations hereof shall not apply to Units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the aggregate of the amounts due by virtue of any and all senior or superior liens against the Unit plus the money due the Association, nor shall the limitation of this Paragraph apply to Units to be acquired by the Association in lieu of foreclosure of such liens if the consideration therefor does not exceed the cancellation of such lien.~~

## 15 COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and Bylaws and the Rules and Regulations adopted pursuant to those documents, as they may be amended from time to time. Failure of a Unit Owner to comply with such documents and regulations shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

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

15.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the Bylaws, or the Rules and Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, and recover such reasonable attorneys' fees as may be awarded by any Court, at trial or appellate levels and administrative hearings.

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

## 16 AMENDMENTS

Except as, elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

16.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of meeting at which a proposed amendment is to be considered.

**Amended 01/29/2016 Fifteenth Amendment**

16.2 Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval or disapproval is delivered to the Secretary of the Association at or prior to the meeting. Except as elsewhere provided, approval of the amendment must be either by:

- (a) A majority of the votes of the entire membership of the Association; or
- (b) Not less than two-thirds (2/3) of all the members of the Board of Directors in the case of amendments that are only for one or more of the following purposes:

(1) To correct misstatements of fact in this Declaration or its Exhibits, including, but not limited to, the correction of errors in the legal description of the real property or in the surveys thereof. ~~If said amendment is to correct this Declaration so that the total of the undivided shares of Unit Owners in either the Common Elements, Common Surplus or Common Expenses shall equal one hundred (100%) percent, the owners of the Units and the holders of liens or encumbrances of the Units for which modifications in the shares are being made shall also approve the amendment.~~

(2) To change boundaries between Units in the manner elsewhere stated, provided the amendment is signed and acknowledged by the owners, lienors and holders of the Units concerned.

16.3 Proviso. Provided, however, no amendment shall (i) discriminate against any Unit Owner or against any Unit or class or group of Units unless the Unit Owner so affected shall consent, (ii) change any Unit nor the share in the Common Elements appurtenant to it nor increase the Owner's share of the Common Expenses, unless the record Owner of the Unit concerned and all record owners of liens on such Unit shall join in the execution of the amendment. Any vote to amend the Declaration of Condominium relating to a change in percentage of ownership in the Common Elements or sharing of the Common Expense shall be conducted by secret ballot. Nor shall any amendment make any change which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to the Developer, or any person who is an officer, stockholder or director of the Developer, or any corporation having some or all of its directors, officers or stockholders in common with the Developer, unless the Developer joins in the execution of such amendment.

16.4 Execution and Recording. A copy of each amendment shall be executed by the President of the Association and attested to by the Secretary with the formalities of a deed and shall be effective upon recordation thereof in the Public Records of Charlotte County.

16.5 Surface Water Management System. Any amendment of this Declaration which affects the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior written approval of the Southwest Florida Water Management District. The Southwest Florida Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

16.6 Scrivener's Errors. Prior to the majority election meeting, Developer may amend this Declaration and any exhibits thereto in order to correct a scrivener's error or other defect or omission without the consent of the Owners or the Board of Directors, provided that such amendment does not materially and adversely affect the rights of Unit Owners, lienors or mortgagees. This amendment shall be signed by Developer only and need not be approved by the Association, Unit Owners, lienors or mortgagees, whether or not elsewhere required for amendment, and a copy of the amendment shall be furnished to each Unit Owner, the Association and all listed mortgagees as soon after recordation thereof among the Public Records of the County and State in which the land is situate as is practicable. After the majority election meeting, amendments for the correction of scrivener's errors or other non-material changes may be made by the affirmative vote of two-thirds (2/3) of the Board of Directors and without the consent of the Unit Owners or their mortgagees or lienors.

## 17. TERMINATION

The condominium may be terminated in the following manners, in addition to the manner provided by the Condominium Act, so long as prior to termination or merger of the Condominium or the Association notice of said termination or merger is provided to the Division of Florida Lands Sales, Condominiums and Mobile Homes pursuant to Florida Statutes Section 718.117 (2004).



~~17.1~~ ~~Destruction~~ If it is determined as provided herein that the building shall not be reconstructed because of major damage, the Condominium plan of ownership shall be terminated by the agreement of Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association and by eligible mortgage holders who represent at least sixty-seven percent (67%) of the votes of Units subject to mortgages held by eligible holders. "Eligible mortgage holder" shall mean those who hold a first mortgage on a Unit and who have requested notice, in writing, stating their name, address and the unit number of the mortgaged Unit.

17.2 Agreement The Condominium may be terminated at any time by the approval in writing of all record Owners of Units and all record owners of liens on Units. Notice of a meeting at which the proposed termination is to be considered shall be given to Unit Owners and all record owners of liens on Units not less than thirty (30) days prior to the date of such meeting. Provided that the approval of Owners of not less than seventy-five percent (75%) of the Common Elements, and the approval of all record Owners of liens upon the Units, are obtained at the meeting or within thirty (30) days thereafter, then the approving Owners shall have an option to buy all of the Units of the Owners not approving of termination, said option to continue for a period of sixty (60) days from the date of such meeting. Approval by a Unit Owner of a Unit, or of a lien encumbering a Unit, shall be irrevocable until expiration of the above-recited option to purchase the Unit of Owners not so approving, and if the option to purchase such Unit is exercised, then such approval shall be irrevocable. The option to purchase the Units not approving of termination shall be exercised upon the following terms:

(a) Exercise of Option. The option shall be exercised by delivery or mailing by registered mail to each of the record Owners of the Units to be purchased an agreement to purchase signed by the record Owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Owner and shall require the purchase of all Units owned by Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association by appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit, and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. In any such action for specific performance the prevailing party shall also be entitled to his reasonable attorneys' fees and costs incurred in connection therewith.

(c) Payment. The purchase price shall be paid in cash, provided, in the event there shall be a pre-existing first mortgage on the Unit, then the purchaser shall have the option of assuming the remaining principal obligation thereof, and that portion of the purchase price which is in excess of such mortgage shall be payable in cash at closing.

(d) Closing. The sale shall be closed within thirty (30) days following determination of the sale price.

17.3 Certificate. Termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying to the facts effecting the termination, said certificate to become effective upon being recorded in the Public Records of the County and State in which the land is situate.

17.4 Shares of Owners after Termination. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in

~~undivided shares that shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to the termination.~~

17.5 Surface Water or Stormwater Management System In the event of termination, dissolution or final liquidation of the Community Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the Southwest Florida Water Management District prior to such termination, dissolution or liquidation.

#### 18. DEVELOPER'S RESPONSIBILITY FOR ASSESSMENTS

The Developer guarantees that the assessment for Common Expenses for each Unit of the Condominium which is owned by persons other than Developer shall not increase over the sum of \$365.00 per month beginning on the date of recording of the Declaration and continuing until the end of the first calendar year from the date of the recording of the Declaration or upon transfer of control of the Condominium Association to Unit Owners other than Developer, whichever occurs first. Developer, at its sole discretion, shall have the option of renewing its guarantee period on an annual basis each year for not more than five (5) years from the end of the first calendar year after the date of the recording of the Declaration. In the event that the Developer elects to renew the guarantee period, Developer shall guarantee that the assessment for Common Expenses shall not increase more than the sum of \$365.00 per month for each renewal period. Developer shall exercise its option by providing written notice to the Association of its intent to renew the guarantee period at least sixty (60) days prior to the expiration of the initial guarantee period or any subsequent period thereof. During that period, Developer is excused from any obligation to pay the share of Common Expenses which would have been assessed against Units owned by Developer during such guarantee period, provided, Developer shall be responsible for paying the difference between the Condominium Association's expenses of operation otherwise to be funded by annual assessments and the amount received from Unit Owners, other than the Developer, in payment of the annual assessments levied against their Units.

#### 19. SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any section, sub-section, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall not affect the validity of the remaining portions.

#### 20. SUCCESSOR TO DEVELOPER'S INTERESTS

For purposes of this Declaration of Condominium, the term "Developer" shall include the person or entity declaring the property to condominium ownership and any person or entity, including the construction mortgagee, who shall succeed to the Developer's interest in title and ownership, whether by purchase, foreclosure or deed in lieu of foreclosure and such successor shall have all of the rights and privileges of the Developer.

#### 21. RULE AGAINST PERPETUITIES

The rule against perpetuities shall not defeat a right given any person or entity by the Declaration of Condominium for the purpose of allowing Unit Owners to retain reasonable control over the use, occupancy and transfer of Units.

#### 22. JOINDER AND CONSENTS

A person who joins in or consents to the execution of this Declaration of Condominium subjects his interest in the condominium property to the provisions of the Declaration.

## 23. ENFORCEABILITY

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All provisions of this Declaration of Condominium are enforceable equitable servitudes, run with the land and are effective until the Condominium is terminated.

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## 24. PARTITION

The undivided share and the Common Elements which is appurtenant to a Unit shall not be separated from it and shall pass with the title to the Unit, whether or not separately described, the share and the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Units; shares and the Common Elements appurtenant to Units are undivided, and no action for Partition of the Common Elements shall lie.

## 25. REQUIREMENTS OF FNMA, FHLMC AND HUD

Notwithstanding anything herein to the contrary set forth in this Declaration of Condominium and its attached Exhibits, the following shall prevail and be binding on all Unit Owners, the Developer, and anyone having an interest in the Condominium Property where a lender holds a mortgage upon a Unit in this Condominium and is subject to the Federal Home Loan Mortgage Corp. ("FHLMC"), Federal National Mortgage Association ("FNMA"), U.S. Department of Housing and Urban Development ("HUD"), and/or Veterans Administration ("VA") regulations:

25.1 Any "right of first refusal" contained in the Condominium constituent documents shall not impair the right of a first mortgagee to:

- (a) Foreclose or take title to a Condominium Unit pursuant to the remedies provided in the mortgage, or
- (b) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or
- (c) Sell or lease a Unit acquired by the mortgagee.

25.2 Any first mortgagee who obtains title to a Condominium Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee, except as required by Florida Statute.

25.3 Except as provided by statute in case of condemnation or substantial loss to the Units and/or common elements of the Condominium Project, unless at least fifty-one percent (51%) of the eligible mortgage holders (based on one vote for each first mortgage owned) in the case of an act materially affecting the rights or interests of the mortgagees, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, such consent of the mortgage holders not to be unreasonably withheld, and by Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association (other than the sponsor, Developer, or builder) of the individual Condominium Units have given their prior written approval, Condominium Homeowners Association shall not be entitled to:

- (a) By act or omission, seek to abandon or terminate the Condominium Project;
- (b) Change the pro-rata interest or obligations of any individual Condominium Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance

proceeds or condemnation awards, or (ii) determining the pro-rata share of ownership of each Condominium Unit and the Common Elements;

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(c) Partition or subdivide any Condominium Unit, or the exclusive easement rights appertaining thereto;

(d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements or Limited Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements for the Condominium Project shall not be deemed a transfer within the meaning of this clause );

(e) Use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or construction of such Condominium Property substantially in accordance with the original plans and specifications and this Declaration;

(f) Change the voting rights appertaining to any Unit,

(g) Amend any provisions of the Declaration, Articles or Bylaws which are for the express benefit of holders or insurers or first mortgages on Units;

Notwithstanding the foregoing, if an eligible mortgage holder fails to respond to any written proposal within thirty (30) days after it receives proper notice of the proposal, provided that notice was delivered by registered or certified mail with a return receipt requested, implied approval may be assumed.

25.4 All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual Condominium Units and not to the Condominium Project as a whole.

25.5 No provision of the Condominium constituent documents gives a Condominium Unit Owner, or any other party, priority over any rights of the first mortgagee of the Condominium and Unit pursuant to its mortgage in the case of a distribution to such Unit Owner or owner of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or common elements.

25.6 If the Condominium Project is on a leasehold estate, the Condominium Unit lease is a lease or a sublease of the fee, and the provisions of such lease comply with FHLMC requirements.

25.7 All amenities (such as parking and service areas) are a part of the Condominium Project and are covered by the mortgage at least to the same extent as are the common elements. All such common elements and amenities are fully installed, completed and in operation for use by the Condominium Unit Owners. If such amenities are not common or special elements under the Condominium Project, but are part of a PUD, of which the Condominium Project is a part, such an arrangement is acceptable provided that the warranties applicable to PUD units are all satisfied, or waivers obtained.

25.8 Unless waived pursuant to Section 718.112(2)(f) Florida Statutes, condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

25.9 The Association may cancel, without penalty or cause, any contract or lease made by it before Unit Owners, other than the Developer, assume control of the Association, upon written notice to the other party.

25.10 Upon written request, the Association shall furnish the following notices to the holder, insurer or guarantor of any mortgage of any unit in the condominium:

(a) Notice of any condemnation or casualty loss that affects a material portion of the condominium property or the applicable unit.

(b) Notice of any delinquency and the payment of the assessments or charges more than sixty (60) days past due as to the applicable unit.

(c) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Notice of any proposed action which would require the consent of a percentage of mortgage holders.

25.11 Notwithstanding anything herein set forth in this Declaration of Condominium for purposes of this Declaration, the term "institutional mortgagee" shall be construed to include the Federal Home Loan Mortgage Corp. and Federal National Mortgage Association.

25.12 The Association shall purchase and maintain policies of insurance and fidelity bond coverage in accordance with requirements under Chapter 7, Article VIII of FNMA Selling Guide, Insurance Requirements, and the requirements of Chapter 718.111(11)(d) Florida Statutes, as amended from time to time.

25.13 Amendments of a material nature must be agreed to by Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association and in the case of an amendment materially affecting the rights or interests of the mortgagees, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, by eligible mortgage holders who represent at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders. Such consent of the mortgage holders may not be unreasonably withheld. A change to any of the provisions governing the following would be considered as material:

- \* voting rights;
- \* increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens;
- \* reductions in reserves for maintenance, repair and replacement of Common Elements;
- \* responsibility for maintenance and repairs;
- \* reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use;
- \* redefinition of any Unit boundaries;
- \* convertibility of Units into Common Elements or vice versa;
- \* expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the Condominium;
- \* hazard or fidelity insurance requirements;



- imposition of any restrictions on the leasing of Units;
- imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- a decision by the Association to establish self-management if professional management had been required previously by an eligible mortgage holder;
- restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than that specified in the Declaration, or
- any provisions that expressly benefit mortgage holders, insurers, or guarantors.

25.14 The Unit Owner shall have a perpetual, unrestricted right of ingress and egress to his or her Unit, such right to pass with the Unit as transfers of ownership of the Unit occur. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an individual interest in the Common Elements shall be void unless the Unit to which that interest is allocated is also transferred.

## 26. MERGER AND CONSOLIDATION

As provided by Florida Statute 718.110(7) (2004), this Condominium shall be entitled to merge or consolidate with any other condominium which may now or hereafter be created for the Units or Residential Dwellings located on the lands set forth on **Exhibit "A"** attached hereto. Said merger or consolidation shall allow the operation of the project as though it was a single condominium for all matters, including budgets, assessments, accounting, record-keeping and similar matters. In the event of such merger or consolidation, Common Expenses for residential condominiums in such a project being operated by a single Association may be assessed against all Unit Owners in such project pursuant to the proportions or percentages established therefore in the Declarations as initially recorded or in the Bylaws as initially adopted, subject, however, to the limitations of Florida Statute 718.116 and 718.302. Such merger or consolidation shall be complete upon compliance with 718.110(7) (2004).

## 27. MASTER COMMUNITY ASSOCIATION

The HAMMOCKS MASTER ASSOCIATION, INC., a Florida non-profit corporation, has been established to administer, operate and maintain certain land and facilities in the HAMMOCKS CAPE HAZE community for all residents of HAMMOCKS CAPE HAZE, whether in a condominium form of ownership or otherwise, as more particularly described in the MASTER DECLARATION OF FOR HAMMOCKS CAPE HAZE, recorded in O.R. Book 3069, Page 1572 Public Records of Charlotte County, Florida, and all amendments thereto, which are made from time to time, all of which are hereinafter collectively referred to as the "Master Declaration."

The Master Declaration provides for the Master Association to operate, maintain, replace and repair the Master Association common area as defined in the Master Declaration (the "Master Common Area"), and any improvements thereon, including, but not limited to any Surface Water Management System (hereinafter referred to as "SWMS"), lakes, retention areas, culverts and/or related appurtenances which may be located within the properties subject to the jurisdiction of the Master Declaration; to operate, maintain, replace and repair the Club Facilities (as defined in the Master Declaration); to maintain, operate, replace and repair any irrigation facilities servicing land which the Master Association is obligated to maintain, including but not limited to, the grassed or landscaped areas of the Master Common Area, to pay for the costs of street lighting for Master Common Areas, streets, or other areas designated by the Board of Directors; and take such other action as the Master Association is authorized to take pursuant to its Articles of Incorporation and Bylaws, or the Master Declaration. All of the foregoing shall be used in common by the Unit Owners and other members of the Master Association.

~~The Master Declaration provides for the making and collecting of assessments against Unit Owners, for the expenses of operating the Master Association, operating and maintaining the Master Common Area, including the Club Facilities, and otherwise carrying out the duties and responsibilities of the Master Association under the Master Declaration. The Master Association has been granted a lien by the Master Declaration against each Unit in the Condominium, and other rights, to secure payment of any assessment or other amounts due with respect to such Unit. The Master Association shall collect assessments and other charges in accordance with the provisions of the Master Declaration.~~

Each Unit Owner, as a member of the Master Association, and their guests, lessees and invitees, is granted a non-exclusive right and easement over, across and through, and of use and enjoyment as to the Master Common Area, including the Club Facilities, other than Exclusive Common Areas and Limited Common Areas (as defined in the Master Declaration) whose use is restricted pursuant to the terms of the Master Declaration. Each Unit Owner, and every lessee, invitee, licensee, agent, servant, guest and family member of any Owner shall be bound by the Articles of Incorporation and Bylaws of the Master Association, the terms and conditions of the Master Declaration, and all rules and regulations promulgated by the Master Association.

28 **ARCHITECTURAL REVIEW COMMITTEE**

Pursuant to the terms of the Master Declaration, the Master Association has created or will create an Architectural Review Committee (the "ARC"). All improvements to be constructed within the Condominium Property will be subject to, and must be approved in accordance with, the procedures set forth in the Master Declaration. The Developer declares that the Condominium Property shall be held, transferred, sold, conveyed and occupied subject to and in conformance with all building, use and other restrictions set forth in the Master Declaration.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Developer has executed this Declaration this 20 day of October, 2006.

Signed Sealed and Delivered in the Presence of

John F. Kravec  
Print Name: John F. Kravec

John Raffaele  
Print Name: John Raffaele

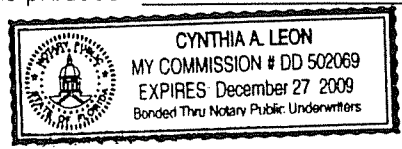
DEVELOPER:  
HAMMOCKS CAPE HAZE, LLC, a Florida limited liability company

By: [Signature]  
Print Name: Randolph S. Merrill  
Its: MANAGING MEMBER

(Seal)

STATE OF FLORIDA )  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of October, 2006, by Randolph S. Merrill, as \_\_\_\_\_ of THE HAMMOCKS CAPE HAZE, LLC, a Florida limited liability company, on behalf of the company.  (He)  (She)  is personally known to me or  has produced \_\_\_\_\_ as identification.



Cynthia A. Leon  
Notary Public  
Cynthia A. Leon  
Print Name  
My commission expires:

- EXHIBITS
- "A" - Property
  - "A-1" - "A-18" - Phase 1 - Phase 18 Property
  - "B" - Undivided Interest in Common Elements
  - "C" - Articles of Incorporation
  - "D" - Bylaws
  - "E" - SWFWMD Permit
  - "F" - Joinder by Colonial Bank, N A



PREPARED BY AND RETURN TO:

Christian F. O'Ryan, Esq  
Pennington, Moore, Wilkinson, Bell & Dunbar, P A  
2701 N. Rocky Point Drive  
Suite 900  
Tampa, FL 33607

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF THE HAMMOCKS - PRESERVE, A CONDOMINIUM**

THIS FIRST AMENDMENT is made this 30 day of Oct, 2006, by THE HAMMOCKS CAPE HAZE, LLC, a Florida limited liability company ("Developer") in order to modify the terms of the Declaration of Condominium of THE HAMMOCKS - PRESERVE, a Condominium ("Condominium"), recorded in O R. Book 3069, Page 1658 through 1820 of the Public Records of Charlotte County, Florida (the "Declaration")

The purpose of this First Amendment is to submit to the Condominium the Phase 2 and to add to the Declaration the Surveyor's Certificate for the building within the portion of the Condominium described in the Declaration as Phase 2 which is substantially complete. The units and other improvements within and serving the buildings are as set forth in detail on **Exhibit "1"** attached hereto and made a part hereof. The plot plans, floor plans and elevation drawings shown in Exhibit "1" attached are incorporated into the Declaration as part of Exhibit "A-2" as shown on the attachments. Said phase is described in said Exhibit "1" such that there can be determined from said Exhibit, together with the terms of the Declaration and its Exhibits, the location and dimensions of the buildings and the identification, location and dimensions of the common elements serving the building and of each unit therein.

Upon recording of this Amendment, the percentage ownership of the common elements and the allocation of common expenses and common surplus appurtenant to each unit shall be 1/16 percent as to all units.

IN WITNESS WHEREOF the Developer has caused this First Amendment to be executed as of the day and year first above written.

[SIGNATURE AND ACKNOWLEDGEMENT APPEAR ON THE FOLLOWING PAGE]

Signed Sealed and Delivered in the Presence of:

John F. Kravec  
Print Name: John F. Kravec

John Raffaele  
Print Name: John Raffaele

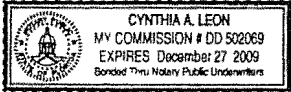
DECLARANT

HAMMOCKS CAPE HAZE, LLC, a Florida limited liability company

By Randolph S. Merrill  
Print Name Randolph S. Merrill  
Its MANAGING MEMBER

STATE OF FLORIDA,  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of October, 2006, by Randolph S. Merrill, as \_\_\_\_\_ of THE HAMMOCKS CAPE HAZE, LLC, a Florida limited liability company, on behalf of the company  
 (He)  (She)  is personally known to me or  has produced \_\_\_\_\_ as identification.



Cynthia A. Leon  
Notary Public  
Cynthia A. Leon  
Print Name  
My commission expires.



# THE HAMMOCKS - PRESERVE, A CONDOMINIUM

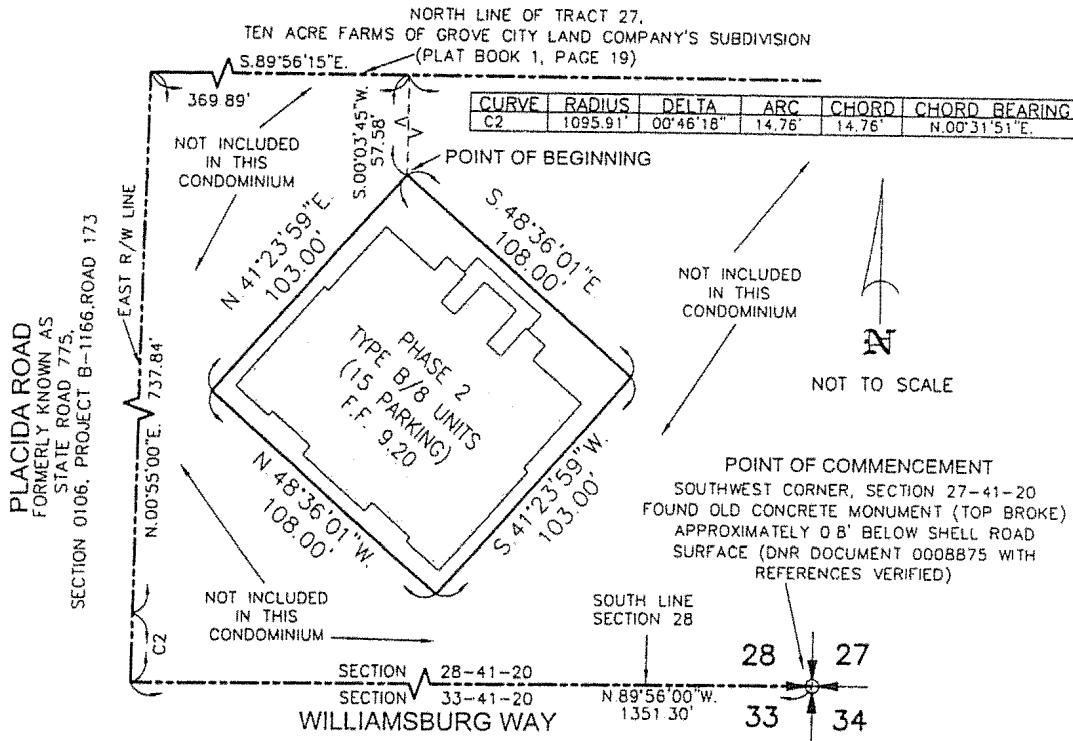
A CONDOMINIUM  
 LYING IN A PORTION OF  
 SECTIONS 27 & 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST  
 CHARLOTTE COUNTY, FLORIDA

## PHASE 2 LEGAL DESCRIPTION:

A PARCEL OF LAND ALL LYING AND BEING IN SECTION 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 41 SOUTH, RANGE 20 EAST, ALSO BEING THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST, THENCE ALONG THE SOUTH LINE OF SAID SECTION 28, N.89°56'00"W., 1351.30 FEET, TO THE EASTERLY R/W LINE OF STATE ROAD NO 775 (100' R/W); THENCE ALONG SAID EASTERLY R/W LINE, AND ALONG A CURVE TO THE RIGHT, HAVING: A RADIUS OF 1095.91 FEET, A CHORD BEARING OF N.00°31'51"E., AND CHORD DISTANCE OF 14.76 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 14.76 FEET, TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID EASTERLY R/W LINE, N.00°55'00"E., 737.84 FEET, TO THE NORTH LINE OF TRACT 27, TEN ACRE FARMS OF THE GROVE CITY LAND COMPANY'S SUBDIVISION OF SECTION 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 19, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE S.89°56'15"E., ALONG THE NORTH LINE OF SAID TRACT 27, A DISTANCE OF 369.89 FEET; THENCE LEAVING THE NORTH LINE OF SAID TRACT 27, S.00°03'45"W., 57.58 FEET, TO A POINT OF BEGINNING; THENCE S.48°36'01"E., 108.00 FEET; THENCE S.41°23'59"W., 103.00 FEET; THENCE N.48°36'01"W., 108.00 FEET; THENCE N.41°23'59"E., 103.00 FEET, TO THE POINT OF BEGINNING.

HAVING AN AREA OF 11,124.00 SQUARE FEET, OR 0.255 ACRES, MORE OR LESS



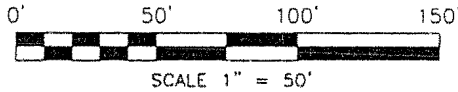
## CERTIFICATE OF SURVEYOR

I, ROBERT B STRAYER, JR., OF VENICE FLORIDA, CERTIFY AS FOLLOWS:

- I AM A SURVEYOR AND MAPPER AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA
- THIS CERTIFICATE IS MADE TO HAMMOCKS CAPE HAZE, LLC, LOCATED AT 1408 NORTH WESTSHORE BOULEVARD, SUITE 116, TAMPA, FLORIDA 33607, AND IN COMPLIANCE WITH SECTION 71B.104(4)(E) FLORIDA STATUTES
- THE CONSTRUCTION OF THE IMPROVEMENTS DESIGNATED AS PHASE 2, THE HAMMOCKS - PRESERVE, A CONDOMINIUM, AS DESCRIBED IN THIS EXHIBIT A-2 IS SUBSTANTIALLY COMPLETE; SO THAT THE DECLARATION OF IMPROVEMENTS AS SHOWN ON THE ATTACHED SHEETS AS PHASE 2, THE HAMMOCKS - PRESERVE, A CONDOMINIUM, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM FOR THE HAMMOCKS - PRESERVE, A CONDOMINIUM, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, AND OF EACH UNIT WITHIN PHASE 2 CAN BE DETERMINED FROM THESE MATERIALS. I FURTHER CERTIFY THAT ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO PHASE 2 UNITS, AND COMMON ELEMENT FACILITIES SERVING PHASE 2 HAVE BEEN SUBSTANTIALLY COMPLETED.

STRAYER SURVEYING & MAPPING, INC.  
 LICENSED SURVEYOR BUSINESS NO. 028639

STATE OF FLORIDA  
 ROBERT B STRAYER, JR.  
 FLA SURVEYOR'S CERT. NO. 5027



## Strayer Surveying & Mapping, Inc.

763 Shamrock Boulevard  
 Venice, Florida 34293  
 (941) 496-9488  
 Fax (941) 497-6186

335 Tamiami Trail  
 Port Charlotte, Florida 33953  
 (941) 624-4900  
 Fax (941) 624-3471

e-mail address - strayersurveymap@comcast.net

Exhibit "A-2"

EXHIBIT "A-2"

# THE HAMMOCKS - PRESERVE, A CONDOMINIUM

A CONDOMINIUM  
 LYING IN A PORTION OF  
 SECTIONS 27 & 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST  
 CHARLOTTE COUNTY, FLORIDA.

## UNIT DESCRIPTION AND NOTES

**UNIT BOUNDARIES:** THE LOWER HORIZONTAL BOUNDARIES OF EACH UNIT SHALL BE THE HORIZONTAL PLANE OF THE UNFINISHED SURFACE OF THE TOP OF THE CONCRETE FLOOR EXTENDED TO THE INTERSECTION WITH THE PERIMETER BOUNDARIES. THE UPPER HORIZONTAL BOUNDARIES OF EACH UNIT SHALL BE THE HORIZONTAL PLANE OF THE UNFINISHED CEILING EXTENDED TO THE INTERSECTION WITH THE PERIMETER BOUNDARIES. THE PERIMETER BOUNDARIES OF EACH UNIT SHALL BE THE VERTICAL PLANES ESTABLISHED BY THE BACKSIDE OF THE DRYWALLS, AND OUTER BOUNDARY OF DOORS AND WINDOWS BOUNDING THE UNIT EXTENDING TO THE INTERSECTIONS WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES; AND WHERE THERE IS ATTACHED TO THE UNIT A PATIO OR BALCONY AND SO DESIGNATED ON THE PLOT PLAN, IT SHALL NOT BE CONSIDERED A PART OF THE UNIT TO WHICH IT IS ATTACHED AND SHALL BE CONSIDERED A LIMITED COMMON ELEMENT FOR THE EXCLUSIVE USE OF THE UNIT TO WHICH IT IS ATTACHED

**PROPERTY EXCLUDED FROM UNITS AND PROPERTY INCLUDED IN UNITS:** A UNIT SHALL NOT INCLUDE FOUNDATIONS, COLUMNS, GIRDERS, BEAMS, STRUCTURAL JOISTS, SUPPORTS, EXTERIOR WALLS, INTERIOR LOAD BEARING WALLS, UNIT DIVIDER WALLS, PILLARS, CONCRETE FLOORS, EQUIPMENT FOR ELECTRICAL POWER, AND ALL PIPES, WIRES, CONDUITS, DUCTS, VENTS AND OTHER SERVICE AND UTILITY LINES WHICH ARE UTILIZED FOR, SERVE, OR PASS THROUGH MORE THAN ONE UNIT. A UNIT SHALL SPECIFICALLY INCLUDE ALL COMPONENTS OF BATHROOMS CONSTRUCTED WHOLLY WITHIN THE UNIT NOT PREVIOUSLY EXCLUDED FROM THE UNIT

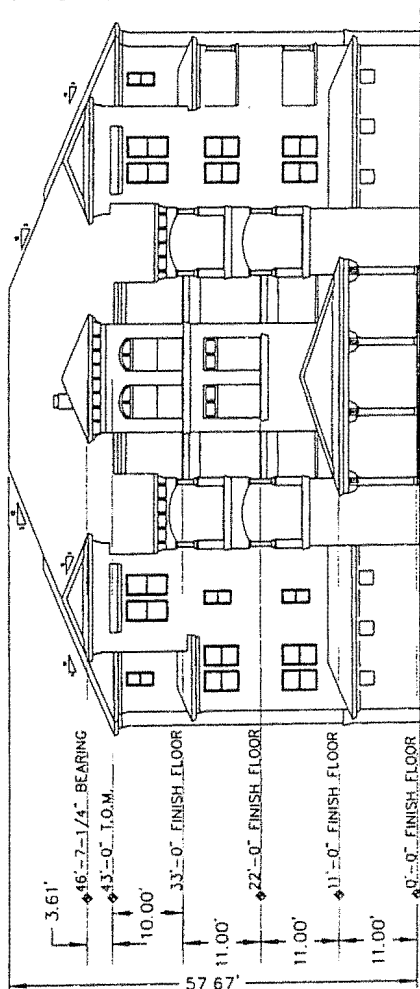
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**AIR CONDITIONING/HEATING:** ANY AIR CONDITIONING/HEATING EQUIPMENT WHICH EXCLUSIVELY SERVES SERVICES A SINGLE UNIT SHALL BE DEEMED A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT IT SERVES

**LIMITED COMMON ELEMENTS:** LANAIS, BALCONYS, AND PARKING LEVEL STORAGE UNITS ARE LIMITED COMMON ELEMENTS. THE USE OF WHICH SHALL BE LIMITED TO THOSE UNIT OWNERS TO WHOM SUCH USE IS ASSIGNED BY MEANS OF THE DECLARATION, AMENDMENTS THERETO, AND ASSIGNMENTS EXECUTED BY THE DEVELOPER, OR BY THE ASSOCIATION.

**COMMON ELEMENTS:** COVERED ENTRY, CORRIDORS, STAIRS, ELEVATOR LOBBY, ELEVATOR, AND TRASH ROOM ARE COMMON ELEMENTS FOR USE OF ALL UNIT OWNERS

**PARKING SPACES:** PARKING SPACES ASSIGNED IN ACCORDANCE WITH THE DECLARATION SHALL BECOME LIMITED COMMON ELEMENTS APPURTENANT TO THE UNITS TO WHICH THEY ARE ASSIGNED



ELEVATION  
 PHASE 2 - TYPE B/B UNITS  
 NOT TO SCALE

### Strayer Surveying & Mapping, Inc.



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 Venice, Florida 34293  
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 Fax (941) 497-6186

335 Tamiami Trail  
 Port Charlotte, Florida 33953  
 (941) 624-4900  
 Fax (941) 624-3471

e-mail address - strayersurveymap@comcast.net

EXHIBIT "A-2"

PHASE 2 - SHEET 2 OF 5

**THE HAMMOCKS - PRESERVE, A CONDOMINIUM**  
 A CONDOMINIUM  
 LYING IN A PORTION OF  
 SECTIONS 27 & 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST  
 CHARLOTTE COUNTY, FLORIDA

**UNIT DESCRIPTION AND NOTES**

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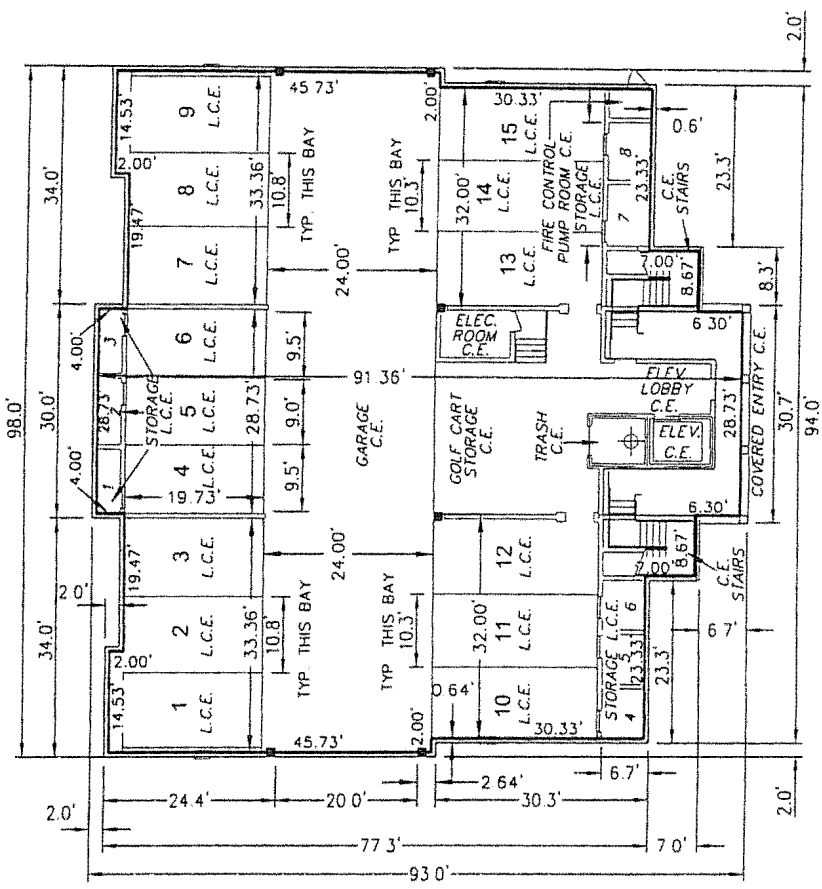
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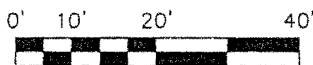
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**LEGEND:**  
 'PH' = PENTHOUSE  
 L.C.E. = LIMITED COMMON ELEMENT  
 C.E. = COMMON ELEMENT  
 INT. (M) = INTERIOR MEASURED DIMENSION  
 C.H. = MEASURED CEILING HEIGHT

**NOTE:** All unit dimensions refer to inside dimensions of the unit and are subject to slight variances which may occur during construction

**GROUND LEVEL GARAGE PLAN**  
**PHASE 2**  
 TYPE B/8 UNITS  
 (15 PARKING)  
 F.F. 9' 20"  
 SCALE: 1" = 20'



**Strayer Surveying & Mapping, Inc.**



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EXHIBIT "A-2"

PHASE 2 - SHEET 3 OF 5

# THE HAMMOCKS - PRESERVE, A CONDOMINIUM

A CONDOMINIUM  
 LYING IN A PORTION OF  
 SECTIONS 27 & 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST  
 CHARLOTTE COUNTY, FLORIDA

## UNIT DESCRIPTION AND NOTES

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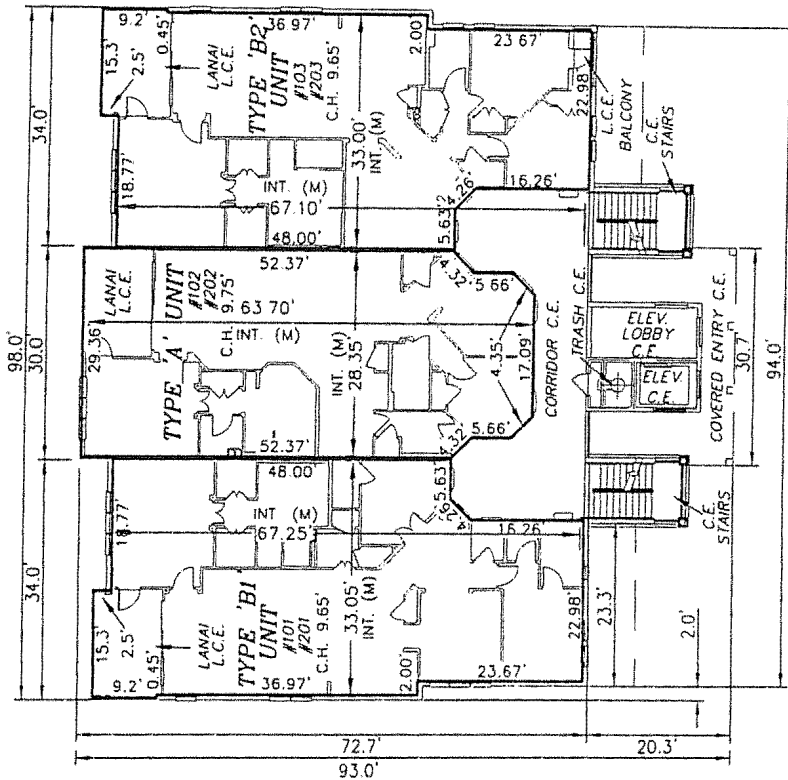
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### SECOND AND THIRD FLOOR PLAN

PHASE 2  
 TYPE B/B UNITS  
 (15 PARKING)  
 F F 9 20'  
 SCALE: 1"=20'

0' 10' 20' 40'



EXHIBIT "A-2"

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e-mail address - strayersurveymap@comcast.net

PHASE 2 - SHEET 4 OF 5

THE HAMMOCKS - PRESERVE, A CONDOMINIUM

A CONDOMINIUM  
LYING IN A PORTION OF  
SECTIONS 27 & 28, TOWNSHIP 41 SOUTH, RANGE 20 EAST  
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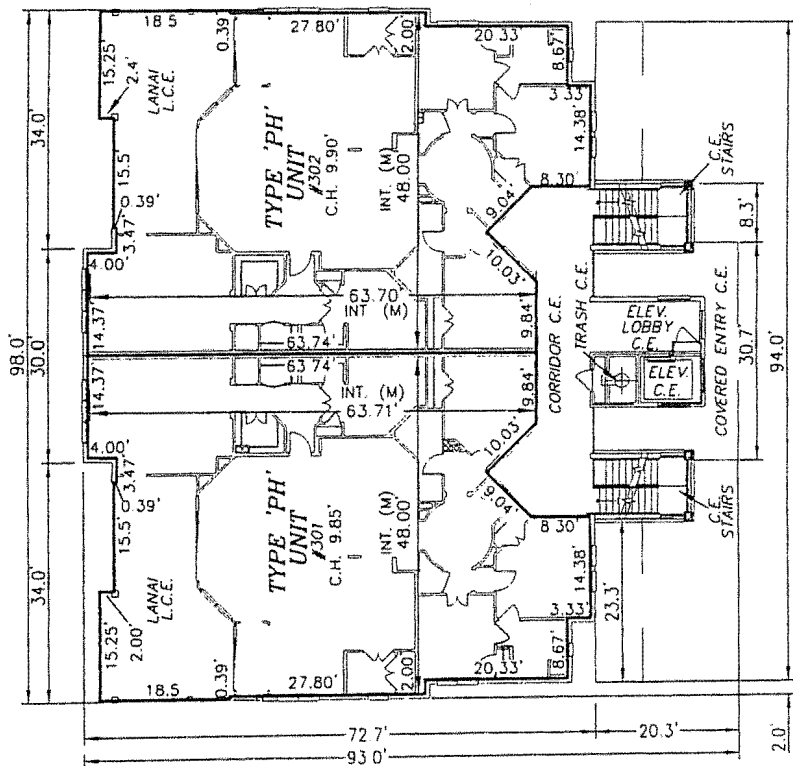
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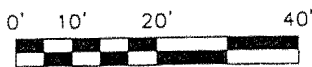
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**FOURTH FLOOR PLAN  
PHASE 2  
TYPE B/B UNITS  
(15 PARKING)  
F.F. 9.20'  
SCALE: 1"=20'**



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EXHIBIT "A-2"

PHASE 2 - SHEET 5 OF 5



PREPARED BY AND RETURN TO:

Christian F. O'Ryan, Esq.  
Pennington, Moore, Wilkinson, Bell & Dunbar, P A  
2701 N. Rocky Point Drive  
Suite 900  
Tampa, FL 33607

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF THE HAMMOCKS - PRESERVE, A CONDOMINIUM**

THIS SECOND AMENDMENT is made this 22<sup>nd</sup> day of November 2006, by THE HAMMOCKS CAPE HAZE, LLC, a Florida limited liability company ("Developer") in order to modify the terms of the Declaration of Condominium of THE HAMMOCKS - PRESERVE, a Condominium ("Condominium"), recorded in O.R. Book 3069, Page 1658 through 1820, of the Public Records of Charlotte County, Florida (the "Declaration").

The purpose of this Second Amendment is to submit to the Condominium the Phase 3 and to add to the Declaration the Surveyor's Certificate for the building within the portion of the Condominium described in the Declaration as Phase 3 which is substantially complete. The units and other improvements within and serving the buildings are as set forth in detail on **Exhibit "1"** attached hereto and made a part hereof. The plot plans, floor plans and elevation drawings shown in Exhibit "1" attached are incorporated into the Declaration as part of Exhibit "A-3" as shown on the attachments. Said phase is described in said Exhibit "1" such that there can be determined from said Exhibit, together with the terms of the Declaration and its Exhibits, the location and dimensions of the buildings and the identification, location and dimensions of the common elements serving the building and of each unit therein.

Upon recording of this Amendment, the percentage ownership of the common elements and the allocation of common expenses and common surplus appurtenant to each unit shall be 1/24 percent as to all units.

IN WITNESS WHEREOF the Developer has caused this Second Amendment to be executed as of the day and year first above written.

[SIGNATURE AND ACKNOWLEDGEMENT APPEAR ON THE FOLLOWING PAGE]

Signed Sealed and Delivered in the Presence of:

John F. Kravec  
Print Name: John F. Kravec

William R.B. Merrill  
Print Name: William R.B. Merrill

DECLARANT:

HAMMOCKS CAPE HAZE, LLC, a Florida limited liability company

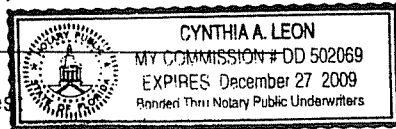
By: [Signature]  
Print Name: Randolph S. Merrill  
Its: MANAGING MEMBER

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of November, 2006, by Randolph S. Merrill, as MANAGING MEMBER of THE HAMMOCKS CAPE HAZE, LLC, a Florida limited liability company, on behalf of the company.  
(He) [She]  is personally known to me or  has produced \_\_\_\_\_ as identification.

Cynthia A. Leon  
Notary Public

Print Name  
My commission expires



PREPARED BY AND RETURN TO:

Christian F. O'Ryan, Esq.  
Pennington, Moore, Wilkinson, Bell & Dunbar, P.A.  
2701 N. Rocky Point Drive  
Suite 900  
Tampa, FL 33607

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF THE HAMMOCKS – PRESERVE, A CONDOMINIUM**

THIS THIRD AMENDMENT is made this *22<sup>nd</sup>* day of *November*, 2006, by THE HAMMOCKS CAPE HAZE, LLC, a Florida limited liability company ("Developer") in order to modify the terms of the Declaration of Condominium of THE HAMMOCKS - PRESERVE, a Condominium ("Condominium"), recorded in O.R. Book 3069, Page 1658 through 1820, of the Public Records of Charlotte County, Florida (the "Declaration").

The purpose of this Third Amendment is to submit to the Condominium the Phase 4 and to add to the Declaration the Surveyor's Certificate for the building within the portion of the Condominium described in the Declaration as Phase 3 which is substantially complete. The units and other improvements within and serving the buildings are as set forth in detail on **Exhibit "1"** attached hereto and made a part hereof. The plot plans, floor plans and elevation drawings shown in Exhibit "1" attached are incorporated into the Declaration as part of Exhibit "A-4" as shown on the attachments. Said phase is described in said Exhibit "1" such that there can be determined from said Exhibit, together with the terms of the Declaration and its Exhibits, the location and dimensions of the buildings and the identification, location and dimensions of the common elements serving the building and of each unit therein.

Upon recording of this Amendment, the percentage ownership of the common elements and the allocation of common expenses and common surplus appurtenant to each unit shall be 1/32 percent as to all units.

IN WITNESS WHEREOF the Developer has caused this Third Amendment to be executed as of the day and year first above written.

**[SIGNATURE AND ACKNOWLEDGEMENT APPEAR ON THE FOLLOWING PAGE]**

Signed Sealed and Delivered in the Presence of:

John F. Kravec  
Print Name: John F. Kravec

William R.B. Merrill  
Print Name: William R.B. Merrill

DECLARANT:

HAMMOCKS CAPE HAZE, LLC, a Florida limited liability company

By: [Signature]  
Print Name Randolph S. Merrill  
Its: MANAGING MEMBER

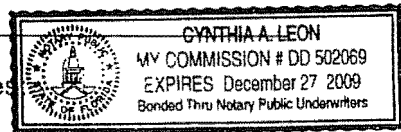
STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 22nd day of November, 2006, by Randolph S. Merrill, as Managing Member of THE HAMMOCKS CAPE HAZE, LLC, a Florida limited liability company, on behalf of the company.

[He]  [She]  is personally known to me or  has produced \_\_\_\_\_ as identification.

Cynthia A. Leon  
Notary Public

Print Name  
My commission expires







**PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS  
AND COMMON SURPLUS AND OBLIGATION FOR COMMON EXPENSES**

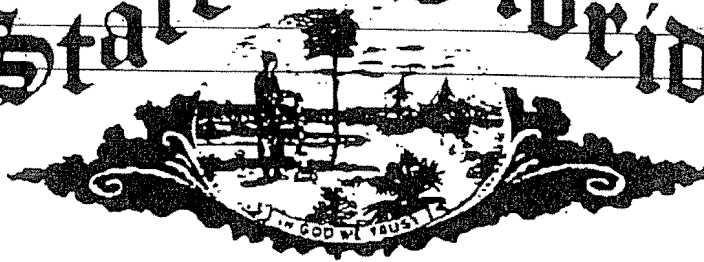
**THE HAMMOCKS - PRESERVE, A CONDOMINIUM**

<b><u>EACH UNIT</u></b>	<b><u>SHARE OF OWNERSHIP</u></b>
When Phase 1 is submitted to Condominium ownership	1/8
When Phase 2 is submitted to Condominium ownership	1/16
When Phase 3 is submitted to Condominium ownership	1/24
When Phase 4 is submitted to Condominium ownership	1/32
When Phase 5 is submitted to Condominium ownership	1/40
When Phase 6 is submitted to Condominium ownership	1/48
When Phase 7 is submitted to Condominium ownership	1/56
When Phase 8 is submitted to Condominium ownership	1/64
When Phase 9 is submitted to Condominium ownership	1/72
When Phase 10 is submitted to Condominium ownership	1/80
When Phase 11 is submitted to Condominium ownership	1/88
When Phase 12 is submitted to Condominium ownership	1/102
When Phase 13 is submitted to Condominium ownership	1/116
When Phase 14 is submitted to Condominium ownership	1/130
When Phase 15 is submitted to Condominium ownership	1/144
When Phase 16 is submitted to Condominium ownership	1/158
When Phase 17 is submitted to Condominium ownership	1/172
When Phase 18 is submitted to Condominium ownership	1/186

In any case in which a phase is added out of sequence, the share of ownership for each unit in such phase shall be a fraction having one (1) as the numerator and a denominator determined by adding the total number of units in the Condominium to the total units in the phase being added.

SEP 1 2006 11:00AM PENNINGTON LAW FIRM NO. 902 F 1

# State of Florida



## Department of State

I certify from the records of this office that THE HAMMOCKS-PRESERVE CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on August 31, 2006.

The document number of this corporation is N06000009299.

I further certify that said corporation has paid all fees due this office through December 31, 2006, and its status is active.

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

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 806A00053525-090106-N06000009299-1/1, noted below.

Authentication Code: 806A00053525-090106-N06000009299-1/1

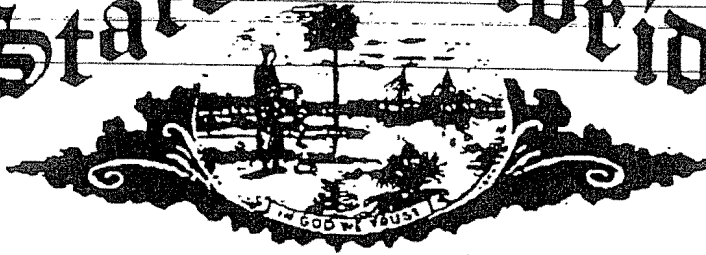
Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
First day of September, 2006



Sue M. Cobb  
Sue M. Cobb  
Secretary of State

Exhibit "C"

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of THE HAMMOCKS-PRESERVE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on August 31, 2006, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H06000217672. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N06000009299.

Authentication Code: 806A00053525-090106-N06000009299-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
First day of September, 2006



*Sue M. Cobb*

Sue M. Cobb  
Secretary of State

ARTICLES OF INCORPORATION  
OF  
THE HAMMOCKS – PRESERVE  
CONDOMINIUM ASSOCIATION, INC.

The undersigned do hereby associate themselves for the purpose of forming a corporation not for profit as allowed by Chapter 718 and Chapter 617 of the Florida Statutes. Pursuant to the provisions and laws of the State of Florida, we certify as follows:

1. NAME

The name of the corporation shall be THE HAMMOCKS – PRESERVE CONDOMINIUM ASSOCIATION, INC , hereinafter referred to as the "Association", with its principal 1408 N. Westshore Blvd., Suite 116, Tampa, FL 33607. THE HAMMOCKS CAPE HAZE, LLC and its principal corporate office located at 1408 N. Westshore Blvd , Suite 116, Tampa, FL 33607. The Board of Directors may, from time to time, move the principal office to any other address in Florida.

2. PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, hereinafter called the "Condominium Act," for the operation of THE HAMMOCKS – PRESERVE, A CONDOMINIUM (the "Condominium") to be created pursuant to the provisions of its Declaration of Condominium and the Condominium Act

3. POWERS

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

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

3.2 The Association shall have all of the powers and duties set forth in Section 617.0302, Florida Statutes, the Condominium Act, these Articles of Incorporation and the Declaration of Condominium and its attendant documents, and all of the powers and duties reasonably necessary for operation of the Condominium. In the event of a conflict between the powers of the Association as is set forth in these Articles of Incorporation, the Bylaws, or the Declaration of Condominium and the Condominium Act, the Condominium Act shall prevail.

3.3 All funds and the titles to all properties acquired by the Association, and their proceeds, shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws of the Association, and the costs, expenses, maintenance, care and upkeep of such properties for the benefit of the members shall be considered common expenses of the Condominium

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

3.5 The Association shall have the power and authority to levy, charge, assess and collect fees, charges and assessments from the Unit Owners as allowed by the Declaration of Condominium

3.6 Notwithstanding anything herein to the contrary, the corporation shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in Section 501(c)(7) of the Internal Revenue Code and its regulations as the same now exist or as they may be hereinafter amended from time to time.

3.7 The corporation shall have no power to declare dividends, and no part of its net earnings shall inure to the benefit of any member or director of the corporation or to any other private individual. The corporation shall have no power or authority to engage in activities which consist of carrying on propaganda or otherwise attempting to influence legislation or to participate in, or intervene in, any political campaign on behalf of any candidate for public office

3.8 The corporation shall have no capital stock.

3.9 This Section shall not be construed to give the Association any powers not authorized by Section 617.0302, Florida Statutes and the Condominium Act.

#### 4. MEMBERSHIP

4.1 The members of the Association shall consist of all of the record Owners of Units in the Condominium which have adopted these Articles, hereinafter referred to as "Units", and after termination of the Condominium shall consist of those who are members at the time of such termination, and their successors and assigns.

4.2 Membership shall be acquired by recording in the Public Records of the County within which the Condominium is situate, a deed or other instrument establishing record title to a Unit in the Condominium, the Owner designated by such instrument thus becoming a member of the Association, and the membership of the prior Owner being thereby terminated, provided, however, any party who owns more than one Unit shall remain a member of the Association so long as he shall retain title to or a fee ownership interest in any Unit.



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

4.4 On all matters upon which the member shall be entitled to vote, there shall be one vote for each Unit, which vote may be exercised or cast in such manner as may be provided in the Bylaws of the Association. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

4.5 The Developer shall be a member of the Association and shall be allowed one vote for each Unit owned by the Developer.

5. EXISTENCE

The Association shall exist in perpetuity.

6. SUBSCRIBERS

The name and address of the subscriber to these Articles of Incorporation is

CHRISTIAN F. O'RYAN, ESQUIRE.  
2701 N. Rocky Point Drive, Suite 930  
Tampa, Florida 33607

7. OFFICERS

The affairs of the Association shall be administered by a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time designate. Any person may hold two offices, excepting that the same person shall not hold the office of President and Secretary. Officers of the Association shall be those set forth herein or elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: Randolph S. Merrill  
1408 N. Westshore Blvd , Suite 116  
Tampa, FL 33607

Vice President: Stewart M. Saad  
1408 N. Westshore Blvd , Ste 116  
Tampa, FL 33607

Secretary

Stewart M. Saad  
1408 N. Westshore Blvd., Ste. 116  
Tampa, FL 33607

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Treasurer

Sharon H. Saad  
1408 N. Westshore Blvd., Ste. 116  
Tampa, FL 33607

## 8. DIRECTORS

8.1 The affairs of the Association initially shall be managed by a Board of Directors who need not be members of the Association. The membership of the Board shall consist of not less than three (3) Directors until the control of the Association is transferred to the Unit Owners other than the Developer pursuant to Florida Statute 718.301. Thereafter, the Board shall consist of not less than five (5) Directors, who shall be Members of the Association. Provided, however, that the Board shall always consist of an odd number of Directors.

8.2 Directors of the Association shall be elected at the annual meeting of the members in the manner provided by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

8.3 The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in office occurring before the first election shall be filled by the remaining Directors and/or the Developer. The first election of Directors shall not be held until the Developer, as defined in the Declaration of Condominium, is required by law to elect directors in accordance with Florida Statute 718.301. The term of the first Board of Directors or their replacements, shall continue until the Developer voluntarily relinquishes control of the Association, or relinquishes control as required by Florida Statute §718.301(1)(a)-(e) as follows:

(1) When Unit Owners other than the Developer own 15 percent or more of the Units in the Condominium that will be operated ultimately by an Association, the Unit Owners other than the Developer shall be entitled to elect no less than one-third of the members of the Board of Directors of the Association. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors of the Association:

(a) Three years after 50 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(b) Three months after 90 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(c) When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(d) When some of the Units have been conveyed to purchasers and none of the other are being constructed or offered for sale by the Developer in the ordinary course of business; or

(e) Seven years after recordation of the Declaration creating the initial phase of the Condominium. The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least 5 percent of the Units in the Condominium. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority of the Board of Directors.

8.4 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

- |                     |  |
|---------------------|--|
| Randolph S. Merrill | 1408 N. Westshore Blvd., Ste. 116<br>Tampa, FL 33607 |
| Stewart M. Saad     | 1408 N. Westshore Blvd., Ste. 116<br>Tampa, FL 33607 |
| Sharon H. Saad      | 1408 N. Westshore Blvd., Ste. 116<br>Tampa, FL 33607 |

9. INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceedings or the settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he or she is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance, malfeasance, or nonfeasance, or found to have breached his or her fiduciary duty, in the performance of his duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such Director or Officer may be entitled.

10. BYLAWS

~~The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided therein.~~

11. AMENDMENT

These Articles of Incorporation shall be amended in the following manner:

11.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

11.2 A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the members of the Association. A member may propose such an amendment by instrument in writing directed to any member of the Board of Directors signed by not less than twenty percent (20%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and members not present in person at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting. Except as provided herein, such approval must be either by:

(a) A majority of the voting interests of the entire membership of the Association; or

(b) Not less than two-thirds (2/3) of all the members of the Board of Directors.

11.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, nor any change in Paragraph 3.3, without approval in writing by all members and the joinder of all record Owners of mortgages on the Condominium Units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. No amendment shall be made without the written approval of the Developer if such amendment shall cause an assessment of the Developer as a Unit Owner for capital improvements, constitute an action that would be detrimental to the sales of Units by the Developer or any other such action which would inhibit, impair, or otherwise preclude the rights reserved to the Developer by way of the Declaration of Condominium.

11.4 A copy of each amendment shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the

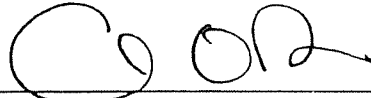
Secretary of State shall be recorded in the Public Records of the County where the condominium is located.

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12. REGISTERED AGENT

The corporation hereby appoints Randolph S. Merrill, whose address is 1408 N. Westshore Blvd., Suite 116, Tampa, FL 33607 as its Registered Agent to accept service of process within this state and to maintain all records relating to permitting actions by the Southwest Florida Water Management District.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the subscriber of this Association, has executed these Articles of Incorporation this 28<sup>th</sup> day of August, 2006.



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Christian F. O'Ryan  
Subscriber



ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process of the above stated corporation at the place designated in this certificate, pursuant to Chapter 48 091 and Chapter 617 023 of the Florida Statutes, I hereby accept to act in this capacity, and agree to comply with the provisions of said act relative to keeping open said office.



\_\_\_\_\_  
Randolph S. Merrill  
Registered Agent

Registered Office

1408 N. Westshore Blvd , Suite 116,  
Tampa, FL 33607.

Principal Corporation Office

1408 N. Westshore Blvd , Ste 116  
Tampa, FL 33607



Acknowledged & Notarized 10/23/2006

BYLAWS

OF

THE HAMMOCKS – PRESERVE  
CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY

These are the Bylaws of THE HAMMOCKS – PRESERVE CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association," a corporation not for profit under the laws of the State of Florida. These Bylaws are adopted for the purpose of governing the Association and incorporate by reference the terms and conditions of the Articles of Incorporation of the Association and of the Declaration of Condominium referred to therein.

1.1 The Corporate Office of the Association shall be at 1408 N. Westshore Blvd., Suite 116, Tampa, FL 33607.

1.2 The Fiscal Year of the Association shall be the calendar year.

1.3 The Seal of the Association shall bear the name of corporation, the word "Florida," and the words "Corporation Not For Profit."

2. MEMBERS' MEETINGS

2.1 The annual members' meeting shall be held at least once each year at the office of the Association unless otherwise designated by the Board of Directors, at a time and date determined by the Board. Such annual members' meetings shall be for the purpose of transacting annual business of the Association authorized to be transacted by the members.

2.2 Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and must be called by such officer upon receipt of a written request from members entitled to cast ten percent (10%) of the votes of the entire membership. Provided, however, until Developer has relinquished control of the Association, no special members' meetings shall be called or convened for the purpose of removal of the Directors appointed by the Developer or to amend this Declaration or its exhibits to remove rights and reservations in the Developer.

2.3 Notice of all members' meetings with an agenda stating the time and place and the object for which the meeting is called shall be given by the President or Secretary. Such notice shall be in writing (unless waived by the Unit Owner in writing) to each member at his address as it is on the books of the Association and shall be given not less than fourteen (14) continuous days prior to the date of the meeting. An Officer of the Association shall provide an Affidavit, to be included in the official records

~~of the Association, affirming that a Notice of the Association meeting was mailed or hand delivered, in accordance with this provision, to each Unit owner at the addresses last furnished to the Association. Notice of a meeting may be waived in writing before or after the meeting. If it is an annual meeting, the Notice shall also be posted in a conspicuous place on the condominium property at least 14 continuous days in advance of the meeting and if not an annual meeting, 48 continuous hours in advance of the meeting, except in emergency. Notice of any meeting in which assessments against Unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessments.~~

Amended By Certificate Of Amendment To Bylaws 03/05/2014

2.4 A quorum at members meeting shall consist of a majority of the voting interests entitled to cast votes of the entire membership. The acts approved by a majority of the votes present at a meeting of which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, these Bylaws, or the Condominium Act.

## 2.5 Voting.

(a) In any meeting of members, the Owners of Units shall be entitled to cast one vote for each Unit owned.

(b) If a Unit is owned by one person, that person's right to vote shall be established by the record title to the Unit. If any Unit is owned by more than one person, or is under lease, the person entitled to cast one vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or duly authorized officer and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. If such certificate is not on file, the vote of such Owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. Votes may be cast in person or by proxy as defined and limited by F.S. 718.112 (2)(b). A proxy may be made by any person entitled to vote and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof and in no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. The proxy shall be revocable at any time at the pleasure of the Unit Owner executing it, and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

~~2.7 Adjourned meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.~~

2.8 The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

- (a) Collection of ballots not yet cast, as applicable.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (e) Reading and disposal of any unapproved minutes.
- (e) Reports of Committees.
- (f) Appointment of inspectors of election.
- (g) Election of directors.
- (h) Determination of less than adequate reserves or no reserves.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

### 3. DIRECTORS

Amended By Certificate Of Amendment To Bylaws 03/05/2014

The affairs of the Association initially shall be determined by a Board of Directors who need not be members of the Association. The first Board of Directors shall consist of three (3) directors who need not be members of the Association. The Board of Directors may from time to time increase or decrease the number of persons to serve on the Board, provided, however, that the Board must always consist of an odd number of members, and provided, further, that there shall never be less than three (3) Directors on the Board. **The Board shall remain at three (3) Directors** until such time as the Developer transfers control of the Association to Unit Owners other than the Developer, at which time the Board shall consist of not less than five (5) members, who must be Members of the Association. Any increase or decrease in the number of members on the Board shall be effectuated at least thirty (30) days prior to a regular annual election of the Board, and such change in number shall be effective as of the date of the next regular election. The term of the first Board of Directors or their replacements, shall continue until the Developer voluntarily relinquishes control of the Association, or relinquishes control as required by Florida Statute §718.301(1)(a)-(e) as follows:

When Unit Owners other than the Developer own 15 percent or more of the Units in a Condominium that will be operated ultimately by an Association, the Unit Owners other than the Developer shall be entitled to elect no less than one-third of the members of the Board of Administration of the Association. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Administration of an Association:



~~(a) Three years after 50 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;~~

(b) Three months after 90 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(c) When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(d) When some of the Units have been conveyed to purchasers and none of the other are being constructed or offered for sale by the Developer in the ordinary course of business; or

(e) Seven years after recordation of the Declaration creating the initial phase of the Condominium. The Developer is entitled to elect at least one member of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business at least 5 percent of the Units in the Condominium. Following the time the Developer relinquishes control the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Administration.

**3.1 Election of Directors shall be conducted in the following manner:**

**3.13 Director Attendance Was Added To The Bylaws Amended 01/29/2016**

(a) Election of Directors shall be held at the annual members' meeting, with the first election being at the first member meeting required to be called pursuant to Florida Statute 718.301 to elect a Board member, or members, to provide for the percentage of Unit Owners other than the Developer on the Board of Directors as required by Florida Statute 718.301. Said election of Unit Owners other than the Developer shall take place in accordance with the procedures as set forth in F.S. 718 and the Florida Administration Code, as amended. Election of Directors thereafter shall be at each year's annual meeting.

(b) Except as to vacancies created by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

(c) Subsequent to the election to the Board of members by Unit Owners other than the Developer, pursuant to Florida Statute 718.301, any member of the board of administration elected by the Unit Owners other than the Developer may be recalled and removed from office with or without cause, by the vote or agreement in writing by a majority of the voting interests. A special meeting of the Unit Owners to recall a member or members of the board of administration may be called by ten percent (10%) of the voting interests giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting. Recall shall operate in accordance with Florida Statute 718.112(2)(j).

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(d) Provided, however, that until the Developer has relinquished control of the Association, the first directors of the Association shall serve, and in the event of vacancies, the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by the Developer. This provision shall not be interpreted or be construed so as to preclude annual meetings of the membership.

Amended By Certificate Of Amendment To Bylaws 03/05/2014 And Again On 01-29-2016

**3.2** The term of each director's service, subject to the provisions of 3.1(d) above, shall be as follows: The first Board elected subsequent to the transfer of control to the Unit Owners shall elect two (2) Board members for two years and the remaining Board members for one year. At the end of the initial term, they shall thereafter be elected for one year terms, thereby staggering the Board members.

**3.3** The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and a notice of such meeting shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours preceding the meeting.

Amended By Certificate Of Amendment To Bylaws 03/05/2014

**3.4** Regular meeting of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least forty-eight (48) continuous hours prior to the day named for such meeting. Notice to members of Directors meetings shall be given by posting such notice in a conspicuous place forty-eight (48) continuous hours in advance of said meeting. Said meeting shall be open to all Unit Owners.

Amended By Certificate Of Amendment To Bylaws 03/05/2014

**3.5** Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than forty-eight (48) hours' notice of the meeting shall be given personally, by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Notice to members of Directors meetings shall be given by posting such notice in a conspicuous place forty-eight (48) continuous hours in advance of said meeting. Said meeting shall be open to all Unit Owners.

**3.6** Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

**3.7** Quorum. A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

3.8 Adjourned meeting. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time.

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3.9 Joinder and meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director and his agreement or disagreement with the actions taken. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

3.10 Presiding Officer. The presiding officer of Directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

3.11 Order of Association Business. The order of business at directors' meetings shall be:

- (a) Calling of roll
- (b) Proof of due notice of meeting
- (c) Reading and disposal of any unapproved minutes
- (d) Reports of officers and committees
- (e) Election of officers
- (f) Unfinished business
- (g) New business
- (h) Adjournment

3.12 Director Fees. A Director shall not be entitled to, nor paid any fee for his services as a Director.

3.13 Director Attendance. A Director shall be considered as present for a regular or special meeting if he is in simultaneous communication by telephone with all other Directors. A telephone speaker must be used so that the conversation of the Director attending by telephone may be heard by the Board members attending in person, as well as any Unit Owners present at a meeting.

#### 4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

4.1 All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws, shall be exercised exclusively by the Board of Directors, subject only to the approval by Unit Owners where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted, and provided for by the Declaration of Condominium and the Condominium Act, to wit:

~~(a) To enter into a long-term management contract, providing for the management of the condominium property and of the recreation area, if any.~~

~~(b) To enter into contracts for the purpose of making available to the Owners and residents of the Units such services as, but not limited to, doorman and automobile parking; maid service, security and security alarm system, contracts for maintenance, repair, replacement of Common Elements and the like, provided, however, that the term of period of such contracts shall not exceed three (3) years, and provided, further, that said contracts may provide for additional extensions of the original term in the absence of written notice of termination by either party.~~

(c) To charge, assess and collect fees, charges, assessments, including reserves for the Condominium, not less frequently than quarterly, and to enforce the collection according to the Declaration of Condominium and the exhibits and as allowed by law. To lease, maintain, repair and replace the Common Elements.

(d) To purchase or lease real and personal property in the Association's name.

(e) The Directors shall keep minutes of all meetings of the Unit Owners and the Board of Directors, and said minutes, together with current copies of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, books, records and audited financial statements shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, any holder, insurer or guarantor of any first mortgage that is secured by a Unit, any prospective purchaser of a Unit, or any agency or corporation which has an interest or prospective interest in the Condominium, and Board members at any reasonable time. All accounting records and all minutes shall be retained for a period of time not less than seven years.

(f) To create and promulgate reasonable rules and regulations for the operation of the Condominium.

(g) To adopt a budget for the Association. Except notice of the meeting for adoption of the budget and a copy of the budget shall be mailed to all members at least fourteen (14) days prior to the Board meeting.

4.2 The Association has the irrevocable right of access to each Unit, during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

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## 5. OFFICERS

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5.1 The officers of the Association shall be a President, who shall be a Director, Secretary and a Treasurer, all of whom shall be elected annually by the Board of Directors, and such other officers as the Board of Directors may, from time to time, designate. Any officer may be removed peremptorily, without cause, by a vote of two-thirds (2/3) of the directors present at any duly constituted meeting.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

5.3 The Secretary shall keep the minutes of all proceedings of the directors and the members meetings; shall tend to the giving and serving of all notices to the members and directors and other notices required by law; shall have custody of the seal and affix it to instruments requiring a seal when duly signed; shall keep the records of the Association, and shall perform all duties incident to the office and as may be required by the directors or the President.

5.4 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness; shall keep the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office.

5.5 No compensation shall be paid to any officer of the Association. No officer who is a designee of the Developer shall receive any compensation for his services as an officer.

## 6. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium, Articles of Incorporation of the Association, and the Condominium Acts shall be supplemented by the following provisions.

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be Common Expenses:

(a) Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including, if applicable, but not limited to those expenses listed in F.S. 718.504(21)(c), including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each

~~year shall be applied to reduce the assessments for operating expenses for the succeeding year, or may be distributed to the membership, as the Directors shall determine~~

(b) Reserve accounts for capital expenditures and deferred maintenance. Each of these accounts shall include, but not be limited to roof replacement, building painting, and pavement resurfacing. The establishment and funding of these reserve accounts shall be subject to the conditions and exceptions set forth in F.S. 718.112(2)(f).

(c) Operations, which shall include gross revenues from the use of Common Elements and from other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation shall be used to reduce the assessments for current expense for the year during which the surplus is realized.

6.2 Budget. The Board of Directors shall adopt a Budget for each fiscal year that shall include the estimated funds required to defray the Common Expense and to provide and maintain funds for reserves. The form of the annual budget shall be in conformance with Chapter 718.112 and 718.504(21) of the Florida Statutes. A copy of the Budget shall be delivered by mail or hand delivery at the address of the Unit Owner existing on the books of the Association not less than fourteen (14) days prior to the meeting of the Unit Owners or the Board of Directors at which it is to be considered, together with a notice of that meeting. If an adopted budget requires assessment against the Unit Owners in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board, upon written application of 10% of the Unit Owners to the Board, shall call a special meeting of the Unit Owners within thirty days, upon not less than fourteen (14) days written notice to each Unit Owner. At the special meeting, the Unit Owners shall consider and enact a budget. The adoption of the budget which exceeds 115% of the assessments for the preceding year requires a vote of not less than a majority of the vote of all Unit Owners. The budget shall be considered adopted if approved by a majority of the Unit Owners at the meeting or in writing. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, then the budget adopted by the Board of Directors goes into effect. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium property, anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular annual basis or assessments for betterments to the Condominium property must be excluded from the computation. However, as long as the Developer is in control of the Board of Administration, the Board may not impose an assessment for any year greater than 115% of the prior fiscal or calendar year's assessment without approval of the majority of all of the Unit Owners.



~~6.3 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the fiscal year annually, in advance, 30 days preceding the fiscal year for which the assessments are made. Such assessments shall be due and payable as determined by the Board of Directors, but not less frequently than quarterly. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and payments on such assessment shall be due and payable in the same manner as the prior assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the fiscal year for which an amended assessment is made shall be payable as determined by the Board of Directors. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.~~

6.4 Acceleration of Assessment installments upon default. If a Unit Owner shall be in default in the payment of an assessment, the Board of Directors may file a claim of lien in the Public Records of Charlotte County for such delinquent amount and for the assessments due for the remainder of the budget year in which the claim of lien is filed. Upon filing of the claim of lien, the Board of Directors may accelerate the remaining balance of the assessment upon notice to the Unit Owner, and the unpaid balance of the assessments shall be due and payable the date the claim of lien is filed.

6.5 The depository of the Association shall be such bank or savings and loan association as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the directors, provided that a Management Agreement may include in its provisions authority in a designated agent to sign checks on behalf of the Association for payment of the obligations of the Association.

6.6 Fidelity bonds shall be required by the Board of Directors for all persons including officers and Directors controlling or disbursing funds of the Association in accordance with Florida Statute 718.111(11)(d). The premiums on such bonds shall be paid by the Association.

6.7 Financial Reports. Within 90 days after the end of the fiscal year of the Association, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Financial reports shall be prepared as required by Section 718.111(13), Florida Statutes. Within 21 days after the financial report is completed or received by the Association from the third party, the Association shall mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, or hand deliver to each Unit Owner, a copy of the financial report, or a notice that a copy of the financial report will be mailed or hand delivered to the Unit Owner, without charge, upon receipt of a written request from the Unit Owner. If the Division requires that the financial statements be compiled, reviewed,

or audited, such requirements may be reduced when a majority of the voting interests of the Association present at a duly called meeting of the Association have determined for a fiscal year to reduce such requirements. In an Association in which turnover of control by the Developer has not occurred, all Unit Owners, including the Developer, may vote on issues related to the preparation of financial reports for the first 2 years of the operation of the Association, after which time votes on such issues shall be by a majority of voting interests other than the Developer. The meeting shall be held prior to the end of the fiscal year, and the votes shall be effective for only the fiscal year in which the vote is taken.

## 7. PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation, or these Bylaws.

## 8. AMENDMENTS

A resolution for the adoption of a proposed amendment of these Bylaws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than twenty percent (20%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

- (a) A majority of the voting interests of the entire membership of the Association; or
- (b) Not less than two-thirds (2/3) of all the members of the Board of Directors.

8.1 Proviso. Provided, however, that no amendment shall discriminate against any condominium Unit Owner nor against any Condominium Unit or class or group of Units unless the Condominium Unit Owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. Each amendment shall, on the first page, identify the book and page of the Public Records where the declaration of each condominium operated by the Association is recorded.

~~8.2 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the President or duly qualified officer of the Association with the formalities of a deed. No amendment to these Bylaws is valid unless recorded with identification on the first page thereof of the book and page of the Public Records of the County where the Condominium is located.~~

8.3 No Bylaws shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. Non-material errors or omissions in the Bylaw process shall not invalidate and otherwise properly promulgate an amendment. Extensive changes to the Bylaws may be changed in accordance with Florida Statute 718.112(2)(h)2.

## 9. STATUTORY INCLUSIONS

9.1 If the transfer, lease, sale, or sublease of a Unit by its owner is subject to approval by the Condominium Association or any body thereof, a preset fee not to exceed the amount permitted by the Condominium Act may be charged by the Association in connection with any such transfer, sale, lease, or sublease to cover the Association's expenditures and services.

9.2 Notice of any meeting where assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

9.3 Mandatory non-binding arbitration. In the event of internal disputes arising from the operation of the condominium among Unit Owners, Associations, and their agents and assigns, the parties shall elect to resolve such disputes by submitting to mandatory non-binding arbitration in accordance with Florida Statutes 718.1255. If the parties agree to so submit, they shall make such election in writing filed with the Secretary of the Association.

9.4. Compliance with Fire and Safety Code. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board of Directors as evidence of compliance of the Units to the applicable fire and life safety code.

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10. FINES - LEVY AND FORECLOSURE

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10.1 The Board of Directors of the Association shall have the power and authority to levy and assess fines in accordance with the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulation periodically created from time to time by the Board of Directors and/or the Association for the operation and management of the Condominium property. No fine may become a lien against a Unit and no fine may exceed \$100.00 per violation. A fine may be levied on the basis of each day of a continuing violation, provided that no such fine shall in the aggregate exceed \$1,000.00.

10.2 In the event a fine is to be levied, the following procedure shall be followed:

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

(1) A statement of the date, time and place of the hearing;

(2) A statement of the provisions of the Declaration, Association Bylaws, or Association rules which have allegedly been violated; and

(3) A short and plain statement of the matters asserted by the Association.

(b) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

(c) The hearing shall be conducted before a committee of other Unit Owners.

(d) Subsequent to the hearing and any continuance thereof, but, nevertheless not later than 10 days following the adjournment of the hearing, the Board of Directors, with the concurrence of the committee, shall make a final decision as to the levying and assessment of the fine. If the committee does not agree with the fine, the fine may not be levied. Such decision shall be delivered to the party against whom the fine is sought to be levied by notice in writing at the last known address of the party.



# Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899  
(352) 796-7211 or 1-800-423-1476 (FL only)  
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)  
On the Internet at: WaterMatters.org

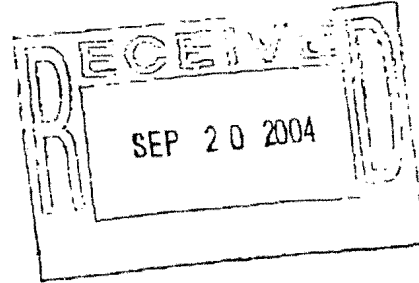
*W. Hancey*

<b>Bartow Service Office</b> 170 Century Boulevard Bartow, Florida 33830-7700 (863) 534-1448 or 1-800-492-7862 (FL only) SUNCOM 572-6200	<b>Lecanto Service Office</b> 3600 West Sovereign Palm Suite 22E Lecanto, Florida 34461-8070 (352) 527-8131 SUNCOM 667-3271	<b>Sarasota Service Office</b> 6750 Fruitville Road Sarasota, Florida 34240-9711 (941) 377-3722 or 1-800-320-3503 (FL only) SUNCOM 531-6900	<b>Tampa Service Office</b> 7601 Highway 301 North Tampa, Florida 33637-6759 (813) 985-7481 or 1-800-836-6797 (FL only) SUNCOM 678-2070
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September 16, 2004

- Watson L. Hancey III  
Chair, Pinellas
- Harold B. McCree  
Vice Chair, Hillsborough
- Joseph C. Whitehead  
Secretary, Hernando
- Laurel G. "Jerry" Rice  
Treasurer Pasco
- Edward W. Chance  
Monroe
- Thomas G. DeBruy  
Sarasota
- Maggie N. Dominguez  
Hillsborough
- Ronald E. Deacon  
Pinellas
- Ronald C. Johnson  
Polk
- Janet D. Kovach  
Hillsborough
- Patsy C. Synnott  
DeSoto
  
- David L. Moore  
Executive Director
- Gene A. Heath  
Assistant Executive Director
- William S. Blenky  
General Counsel

Mr. Randolph S. Merrill, Manager  
Mangrove Pointe on Lemon Creek, LLC  
c/o Boykin Barnett Companies  
1408 North Westshore Boulevard, Suite 116  
Tampa, FL 33607



**Subject: Final Agency Action Transmittal Letter**  
ERP General Construction  
Permit No.: 44027044.000  
Project Name: Mangrove Pointe on Lemon Creek  
County: Charlotte  
Sec/Twp/Rge: 27,28/41S/20E

Dear Mr. Merrill:

This letter constitutes notice of Final Agency Action for approval of the permit referenced above. Final approval is contingent upon no objection to the District's action being received by the District within the time frames described below.

You or any person whose substantial interests are affected by the District's action regarding a permit may request an administrative hearing in accordance with Sections 120.569 and 120.57, Florida Statute (F.S.), and Chapter 28-106, Florida Administrative Code (F.A.C.), of the Uniform Rules of Procedure. A request for hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no disputed facts, and (3) otherwise comply with Chapter 28-106, F.A.C. Copies of Sections 28-106.201 and 28-106.301, F.A.C. are enclosed for your reference. A request for hearing must be filed with (received by) the Agency Clerk of the District at the District's Brooksville address within 21 days of receipt of this notice. Receipt is deemed to be the fifth day after the date on which this notice is deposited in the United States mail. Failure to file a request for hearing within this time period shall constitute a waiver of any right you or such person may have to request a hearing under Sections 120.569 and 120.57, F.S. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

Enclosed is a "Noticing Packet" that provides information regarding the District Rule 40D-1.1010, F.A.C., which addresses the notification of persons whose substantial interests may be affected by the District's action in this matter. The packet contains guidelines on how to provide notice of the District's action, and a notice that you may use.

The enclosed approved construction plans are part of the permit, and construction must be in accordance with these plans.

Permit No. 44027044.000

Page 2

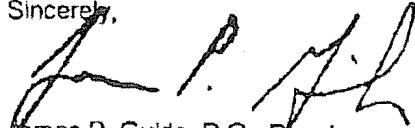
September 16, 2004

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If you have questions concerning the permit, please contact Daryl R. Flatt, P.E., at the Sarasota Service Office, extension 6508.

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Sincerely,



James P. Guida, P.G., Director  
Sarasota Regulation Department

JPG:DRF:bxm

Enclosures: Approved Permit w/Conditions Attached  
Approved Construction Drawings  
Statement of Completion  
Notice of Authorization to Commence Construction  
Noticing Packet (42.00-039)  
Sections 28-106.201 and 28-106.301, F.A.C.

cc/enc: File of Record 44027044.000

Joseph S. Menen, P.E., Charlotte Engineering &amp; Surveying, Inc.



**PREPARED BY AND RETURN TO:**

Christian F. O'Ryan, Esq.  
Pennington, Moore, Wilkinson, Bell & Dunbar, P.A.  
2701 N. Rocky Point Drive, Suite 900  
Tampa, Florida 33607

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**MORTGAGEE'S CONSENT, SUBORDINATION AND JOINER**

This Consent Subordination and Joinder of Mortgagee is made this 23<sup>RD</sup> day of OCT., 2006 by COLONIAL BANK, N.A., a Florida banking corporation ("Mortgagee");

WITNESSETH

For good and valuable consideration in hand paid, the Mortgagee, as owner and holder of the Mortgage Deed and Security Agreement dated January 15, 2004, recorded January 22, 2004, in Official Records Book 2386, Page 488 ("Mortgage"), of the Public Records of Charlotte County, Florida, securing all of the real property described therein, hereby consents to the making and recording of the Declaration of Condominium of The Hammocks - Preserve, a Condominium; and

Mortgagee hereby consents and agrees that the aforesaid Mortgage held by Mortgagee is and shall be subject and subordinate to the foregoing Declaration.

Provided always, nevertheless, that nothing herein contained shall in anywise impair, alter or diminish the effect, lien or encumbrance of the Mortgage on the mortgaged premises, or any of the rights and remedies of the Mortgagee or any subsequent holder thereof, nor shall anything herein contained by construed as an assumption by Mortgagee of any obligations of the grantor of the foregoing Declaration.

IN WITNESS WHEREOF, the Mortgagee has hereunto caused these presents to be executed on the day and year first above written.

[SIGNATURE AND ACKNOWLEDGMENT APPEAR ON THE FOLLOWING PAGE]

Signed, sealed and delivered in the presence of:

COLONIAL BANK, N.A., a Florida banking corporation

Barbara Culler  
Print Name: Barbara Culler  
Melody Fischer  
Print Name: Melody Fischer

By: [Signature]  
JOE TAGGART  
Its: VP

STATE OF FLORIDA )  
COUNTY OF Hillsborough ) ss:

The foregoing instrument was acknowledged before me this 23<sup>RD</sup> day of OCT, 2006, by JOSEPH TAGGART, as VP of COLONIAL BANK, N.A., a Florida banking corporation, on behalf of the corporation, who is personally known to me or who has produced as identification.

[Signature]  
(Sign name of Notary Public)



\_\_\_\_\_  
(Print Name of Notary Public)

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

This instrument prepared by:  
Michael J. Prohidney, Esquire  
Florida Bar No. 0905801  
Tilden, Prohidney & DiPasquale, P.L.  
431 12<sup>th</sup> Street West, Suite 204  
Bradenton, Florida 34205

**FOURTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM  
FOR THE HAMMOCKS – PRESERVE, A CONDOMINIUM**

This Fourteenth Amendment to Declaration of Condominium for the Hammocks - Preserve (the "Fourteenth Amendment") is made this 17 day of January, 2014 by HAMMOCKS ACQUISITION, LLC, a Florida limited liability company, with a principal address of 205 Mendoza Avenue, Coral Gables, Florida 33134 (hereinafter referred to as "Hammocks Acquisition").

**WITNESSETH:**

**WHEREAS**, in connection with the project known as the Hammocks located in Englewood, Florida, The Hammocks Cape Haze, LLC, a Florida limited liability company (the "Original Developer") recorded the Declaration of Condominium for The Hammocks-Preserve, a Condominium, on November 16, 2006 in Official Records Book 3069, Page 1658, of the Public Records of Charlotte County, Florida (the "Declaration"); and

**WHEREAS**, the Declaration was previously amended by that certain First Amendment to Declaration of Condominium of The Hammocks-Preserve, a Condominium, recorded November 16, 2006 in Book 3069, page 1821; Second Amendment to Declaration of Condominium of The Hammocks-Preserve, a Condominium, recorded November 28, 2006 in Book 3073, Page 1594; Third Amendment to Declaration of Condominium of The Hammocks-Preserve, a Condominium, recorded November 28, 2006 in Book 3073, Page 1601; Fourth Amendment to Declaration of Condominium of The Hammocks-Preserve, a Condominium, recorded March 9, 2007 in Book 3125, Page 1955; Fifth Amendment to Declaration of Condominium of The Hammocks-Preserve, a Condominium, recorded March 9, 2007 in Book 3125, Page 1962; Sixth Amendment to Declaration of Condominium of The Hammocks-Preserve, a Condominium, recorded March 9, 2007 in Book 3125, Page 1953; Seventh Amendment to Declaration of Condominium of The Hammocks-Preserve, a Condominium, recorded April 16, 2007 in Book 3144, Page 630; Eighth Amendment to Declaration of Condominium of The Hammocks-Preserve, a Condominium, recorded April 16, 2007 in Book 3144, Page 637; Ninth Amendment to Declaration of Condominium of The Hammocks-Preserve, a Condominium, recorded May 8, 2007 in Book 3154, Page 1954; Tenth Amendment to Declaration of Condominium of The Hammocks-Preserve, a Condominium, recorded May 8, 2007 in Book 3154, Page 1961; Eleventh Amendment to Declaration of Condominium of The Hammocks-Preserve, a Condominium, recorded June 11, 2007 in Book 3171, Page 4; Twelfth Amendment to Declaration of Condominium of The Hammocks-Preserve, a Condominium, recorded June 11, 2007 in Book 3171, Page 11; and Thirteenth Amendment to Declaration of Condominium of The Hammocks-Preserve, a Condominium, recorded July 12, 2007 in Book 3185, Page 1380, all of the Public Records of Charlotte County, Florida (collectively, the "Previous Amendments");





**WHEREAS**, the Declaration and the Previous Amendments shall be collectively referred to as the “Declaration”;

**WHEREAS**, by Certificate of Title dated October 10, 2011, Eagle FL I SPE, LLC, a North Carolina limited liability company (hereinafter “Eagle”) acquired title to all the real property that comprises the land included in the foregoing Declaration, less and except only certain previously sold condominium Units to individual purchasers, and became a successor to the Original Developer under the Declaration; and

**WHEREAS**, by virtue of purchasing certain property subject to the Declaration and receiving an Assignment of Developer’s and Declarant’s Rights, and Other Intangible Rights, as a Bulk Assignee, recorded November 18, 2011 in Official Records Book 3611, Page 1837, of the Public Records of Charlotte County, Florida, Hammocks Acquisition has become a successor to the Original Developer and Eagle in accordance with Section 20 of the Declaration; and

**WHEREAS**, Hammocks Acquisition wishes to amend the Declaration as provided in this Amendment.

**NOW THEREFORE**, Hammocks Acquisition hereby states as follows (underscore indicates additions to text, double ~~strike through~~ indicates deleted text):

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Definitions. Unless otherwise defined herein, capitalized terms used throughout this Amendment shall have the same meaning as set forth in the Declaration.
3. Section 12.5. Section 12.5 of the Declaration is hereby amended as follows:  
Amended 03/05/2014  
Section 12.5. Leasing of Units. A Unit may be leased or rented by the respective Unit Owner thereof, provided however, that said lease must be for a period of not less than thirty (30) days or one (1) calendar month, whichever is less; provided, further, the Unit may not be leased more than six (6) times in any calendar year. Entire Units may be rented provided the occupancy is only by the lessee, his family and guests. No rooms may be rented. The lease of any Unit shall not release or discharge the Owner from compliance with any of his obligations and duties as a Unit Owner Any such lease shall be in writing and provide that all of the provisions of this Declaration, and Bylaws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit to the same extent as against a Unit Owner, and a covenant shall exist upon the part of each such tenant or occupant to abide by the Rules and Regulations of the Association, the terms and provisions of the Declaration of Condominium and Bylaws, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant, which covenant shall be an essential element of any such lease or tenancy agreement. In the event a Unit is occupied by a person or persons other than the Unit Owner, such Unit Owner shall not be entitled to utilize the



recreation facilities of the Master Association the period of such occupancy. ~~The Unit Owner shall provide the Association with a copy of any such lease.~~

At least thirty (30) days prior to leasing, the Unit Owner shall provide to the Association an application for leasing, completed by the prospective tenant, and funds to pay for a background check on tenant. The background check fee shall be determined by the Board and may change from time to time, but shall in no event be more than \$100.00. Within fifteen (15) days from the receipt of the completed application and fees, if any, the Association shall either approve or disapprove the lease. In the event the Association fails to review the proposed lease within fifteen (15) days of the receipt of said application and fees, the lease shall be deemed approved. Any required time frame for Association approval shall not begin to accrue until the applicant has submitted all materials requested by the Association. In the event additional information is requested by the Association in order to determine whether to approve the lease, the time frame for Association's response shall be tolled from the period of time the information is requested until such information is received by the Association.

The Association may deny any lease. In the event that a proposed lease is disapproved, the Association shall have no obligation to provide alternative or substitute tenants. Provided the lease is approved, the Unit Owner shall provide a copy of the executed lease at least two (2) weeks prior to the start date of the lease. Any renewal of a lease shall also be subjected to the same approval process. In addition, if the Unit Owner desires to make their Unit available to a family member or guest while the Unit Owner is not in residence for a period less than thirty (30) days without a lease, the Unit Owner shall provide the Association with the name, address, and phone number of such person(s) at least two (2) weeks prior to their arrival. The Association may deny access to Hammocks Cape Haze to any person not properly identified as described above. Any occupant of a Unit may be subject to Association approval, regardless of whether the Unit Owner is benefiting financially from the occupant's use of the Unit, and shall be required to be approved by the Association as if such individual were a lessee.

4. **Section 12.14.** Section 12.14 is hereby amended as follows:

*Amended 03/05/2014*

Section 12.14. Charcoal Broilers, etc. Charcoal broilers or small open flame burners, ~~electric grills~~ or gas grills are not permitted to be used on balconies or any of the Common Elements, Limited Common Elements or Units.

5. **Section 12.17.** Section 12.17 is hereby amended as follows:

*Amended 03/05/2014*

Section 12.17. Animals. Other than pets that create policy coverage exclusions under insurance policies purchased by the Association on Condominium Property, pets that cause increases in insurance policy premiums under insurance policies purchased by the Association on Condominium and/or violent breeds (as determined by the Association in their sole and absolute discretion) dogs, cats and other customary household pets may be kept in Units provided such animals are not kept, bred or

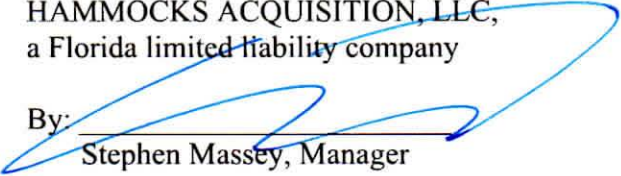
maintained for any commercial purposes; provided, further, any pet may not exceed 45 lbs at full maturity. No more than two (2) dogs may be kept in any Unit.

~~Unless the Association has designated a particular area on the Condominium Property for pet defecation, household pets must be taken off the Condominium Property for that purpose.~~ Unit Owners must pick up all solid waste of their pets and dispose of such waste appropriately. All pets, including cats, must be leashed at all times when outside the Unit. Pets may not be tied up or leashed to any object on the Condominium Property. Pets may not be kept in a Limited Common Element. The Association has the right to pick up loose pets and/or report them to the proper authorities. Violation of the provisions of this Section shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be permanently removed from the Condominium Property. Without limiting the right of the Association to establish policies in other matters affecting the Condominium, the Association may make reasonable rules and regulations regarding pet ownership in the Condominium Notwithstanding anything herein to the contrary, if any animal permitted to be kept by an Owner shall become a nuisance to other Owners and such nuisance is not corrected after written notice to the Owner, the Board of Directors of the Association shall have the right to require the Owner to remove such animal permanently from the Property. Nothing in this provision shall preclude the Association from permitting service animals or other animals that may be required to be allowed by state or federal fair housing laws.



6. Reaffirmation. Except as modified by this Amendment and the Previous Amendments, the Declaration shall remain unchanged and in full force and effect.

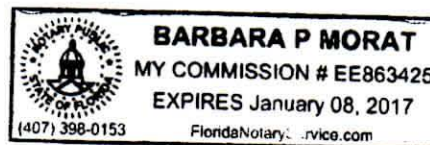
IN WITNESS WHEREOF the undersigned, being the Declarant stated in the Declaration, has hereunto set its hand and seal.

HAMMOCKS ACQUISITION, LLC,  
a Florida limited liability company

By:   
Stephen Massey, Manager

Signed, Sealed and Delivered  
in the presence of:

  
\_\_\_\_\_  
Barbara Morat  
(Print Name of Witness)  
  
\_\_\_\_\_  
Wesley E. Smith  
(Print Name of Witness)






STATE OF FLORIDA  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 17 day of January, 2014, by Stephen Massey, as Manager of HAMMOCKS ACQUISITION, LLC, a Florida limited liability company, for and on behalf of the company. He is personally known to me or has produced FL / DL as identification.



Notary Public - State of Florida

My commission expires  
Commission Number EE863425

  
\_\_\_\_\_  
Notary Signature  
Barbara Morat  
\_\_\_\_\_  
(Print Name of Notary Public)

This instrument prepared by:  
Michael J. Prohidney, Esquire  
Florida Bar No. 0905801  
Tilden, Prohidney & DiPasquale, P.L.  
431 12<sup>th</sup> Street West, Suite 204  
Bradenton, Florida 34205

**CERTIFICATE OF AMENDMENT**  
**TO THE BYLAWS OF THE HAMMOCKS-PRESERVE**  
**CONDOMINIUM ASSOCIATION, INC.**

**WHEREAS**, the Declaration of Condominium for The Hammocks-Preserve, a Condominium, was recorded on November 16, 2006 in Official Records Book 3069, Page 1658, of the Public Records of Charlotte County, Florida (the "Declaration"); and

**WHEREAS**, the Bylaws of The Hammocks-Preserve Condominium Association, Inc. (the "Bylaws") were recorded as Exhibit "D" to the Declaration, in Official Records Book 3069, Pages 1804, et seq., of the Public Records of Charlotte County, Florida;

**WHEREAS**, by virtue of purchasing certain property subject to the Declaration and receiving an Assignment of Developer's and Declarant's Rights, and Other Intangible Rights, as a Bulk Assignee, recorded November 18, 2011 in Official Records Book 3611, Page 1837, of the Public Records of Charlotte County, Florida, Hammocks Acquisition, LLC, a Florida limited liability company ("Hammocks Acquisition"), has become a successor to the original declarant in accordance with Section 20 of the Declaration;

**WHEREAS**, Hammocks Acquisition wishes to amend the Bylaws as provided in this Amendment.

**NOW THEREFORE**, Hammocks Acquisition hereby amends the Bylaws as follows (underscore indicates additions to text, double ~~striketrough~~ indicates deleted text):

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Definitions. Unless otherwise defined herein, capitalized terms used throughout this Amendment shall have the same meaning as set forth in the Bylaws.
3. **Section 2.4**. Section 2.4 of the Bylaws is hereby amended as follows:

*Amended 03/05/2014*

Section 2.4. A quorum at members meeting shall consist of a majority of the voting interests entitled to cast votes of the entire membership. The acts approved by a majority of the votes present at a meeting of which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, these Bylaws, or the Condominium Act. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at such meeting shall have power to adjourn the meeting for up to 60 days, without notice other than announcement at the meeting (the "First Continued Meeting"). At the First Continued Meeting, the quorum required to pass an action shall be 30% of the Members entitled to vote at such meeting, either in person





or by proxy. If a quorum is still not present or represented at the First Continued Meeting, the Members entitled to vote at such meeting shall have power to adjourn the meeting for up to an additional 60 days without notice other than announcement at the meeting, and the quorum required to pass an action shall be 20% of the Members entitled to vote at such meeting, either in person or by proxy.

4. **Section 3.** Section 3 of the Bylaws is hereby amended as follows:

Amended 03/05/2014

Section 3. The affairs of the Association initially shall be determined by a Board of Directors who need not be members of the Association. The first Board of Directors shall consist of three (3) directors who need not be members of the Association. The Board of Directors may from time to time increase or decrease the number of persons to serve on the Board, provided, however, that the Board must always consist of an odd number of members, and provided, further, that there shall never be less than three (3) Directors on the Board. ~~The Board shall remain at three (3) Directors until~~ At such time as the Developer transfers control of the Association to Unit Owners other than the Developer, ~~at which time~~ the Board shall consist of not less than ~~five (5)~~ three (3) and not more than nine (9) members, who must be Members of the Association. Any increase or decrease in the number of members on the Board shall be effectuated at least thirty (30) days prior to a regular annual election of the Board, and such change in number shall be effective as of the date of the next regular election. The term of the first Board of Directors or their replacements, shall continue until the Developer voluntarily relinquishes control of the Association, or relinquishes control as required by Florida Statute §718.301(1)(a)-(e) as follows:

When Unit Owners other than the Developer own 15 percent or more of the Units in a Condominium that will be operated ultimately by an Association, the Unit Owners other than the Developer shall be entitled to elect no less than one-third of the members of the Board of Administration of the Association. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Administration of an Association:

- (a) Three years after 50 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- (b) Three months after 90 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- (c) When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;
- (d) When some of the Units have been conveyed to purchasers and none of the other are being constructed or offered for sale by the Developer in the ordinary course of business; or
- (e) Seven years after recordation of the Declaration creating the initial phase of the Condominium. The Developer is entitled to elect at least one member of the Board

of Administration of the Association as long as the Developer holds for sale in the ordinary course of business at least 5 percent of the Units in the Condominium. Following the time the Developer relinquishes control the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Administration.

5. **Section 3.2.** Section 3.2 of the Bylaws is hereby amended as follows:

*Amended 03/05/2014*

Section 3.2. The term of each director's service, subject to the provisions of 3.1(d) above, shall be as follows: The first Board elected subsequent to the transfer of control to the Unit Owners shall elect ~~two (2)~~ one (1) Board members for two years and the remaining Board members for one year. At the end of the initial term, they shall thereafter be elected for one year terms; ~~thereby staggering the Board members.~~ A Director shall continue in office until his successor shall be elected and qualified, unless he sooner dies, resigns, or is removed, or otherwise disqualified to serve.

6. **Section 3.4.** Section 3.4 of the Bylaws is hereby amended as follows:

*Amended 03/05/2014*

Section 3.4. Regular meeting of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, e-mail, or telephone ~~or telegraph~~, at least forty-eight (48) continuous hours prior to the day named for such meeting. Notice to members of Directors meetings shall be given by posting such notice in a conspicuous place forty-eight (48) continuous hours in advance of said meeting. Said meeting shall be open to all Unit Owners.

7. **Section 3.5.** Section 3.5 of the Bylaws is hereby amended as follows:

*Amended 03/05/2014*

Section 3.5. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than forty-eight (48) hours' notice of the meeting shall be given personally, by mail, e-mail, or telephone ~~or telegraph~~, which notice shall state the time, place and purpose of the meeting. Notice to members of Directors meetings shall be given by posting such notice in a conspicuous place forty-eight (48) continuous hours in advance of said meeting. Said meeting shall be open to all Unit Owners.

8. **Reaffirmation.** Except as modified by this Amendment, the Bylaws shall remain unchanged and in full force and effect.

[SIGNATURE PAGE ON FOLLOWING PAGE]



HAMMOCKS ACQUISITION, LLC  
a Florida limited liability company

By: [Signature]  
Stephen Massey, Manager

Signed, Sealed and Delivered  
in the presence of:

[Signature]  
Barbara Morat

(Print Name of Witness)

[Signature]

Wesley E Smith

(Print Name of Witness)

STATE OF FLORIDA  
COUNTY OF Miami-Dade


The foregoing instrument was acknowledged before me this 17 day of January,  
2014, by Stephen Massey, as Manager of HAMMOCKS ACQUISITION, LLC, a Florida limited  
liability company, for and on behalf of the company. He is personally known to me or has produced  
FL D/C as identification.



[Signature]  
Notary Signature  
Barbara Morat  
(Print Name of Notary Public)

Notary Public - State of Florida

My commission expires January 08, 2017  
Commission Number EE 863426

 Samuel Desidero  
10501 Amberjack way  
Englewood, FL 34224

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT  
OR BOOK: 4049 PAGE 173 PAGE: 1 OF 3  
INSTR # 2411635 Doc Type: CND  
Recorded: 1/29/2016 at 3:24 PM  
Rec. Fee: RECORDING \$27.00  
Cashier By: TERESAH

This Instrument Prepared By  
and Record And Return To:

Mark Martella, Esq.  
Martella Law Firm, PL  
18501 Murdock Circle  
Suite 304  
Port Charlotte, FL 33948

**FIFTEENTH AMENDMENT**  
**TO THE DECLARATION OF CONDOMINIUM OF**  
**THE HAMMOCKS – PRESERVE CONDOMINIUM ASSOCIATION, INC.**

This Fifteenth Amendment To Declaration Of Condominium for The Hammocks – Preserve (the “Fifteenth Amendment”) is made this 22 day of January, 2016 by The Hammocks- Preserve Condominium Association, Inc., with a principal address of 8660 Amberjack Circle, Englewood, FL 34224 (hereinafter referred to as the “Association”).

**WITNESSETH:**

**WHEREAS**, in connection with the project known as the Hammocks located in Englewood, Florida, The Hammocks Cape Haze, LLC, A Florida Limited Liability Company (the “Original Developer”) recorded the Declaration of Condominium for The Hammocks– Preserve, a Condominium, on November 16, 2006, in Official Records Book 3069, Page 1658, of the Public Records of Charlotte County, Florida (the “Declaration”); and

**WHEREAS**, the Declaration was previously amended by that certain First Amendment to Declaration of Condominium of The Hammocks – Preserve, a Condominium, recorded November 16, 2006 in Book 3069, Page 1821; Second Amendment to Declaration of Condominium of The Hammocks – Preserve, a Condominium, recorded November 28, 2006 in Book 3073, Page 1594; Third Amendment to Declaration of Condominium of The Hammocks – Preserve, a Condominium, recorded November 28, 2006 in Book 3073, Page 1601; Fourth Amendment to Declaration of Condominium of The Hammocks – Preserve, a Condominium, recorded March 9, 2007 in Book 3125, Page 1955; Fifth Amendment to Declaration of Condominium of The Hammocks – Preserve, a Condominium, recorded March 9, 2007 in Book 3125 Page 1962; Sixth Amendment to Declaration of Condominium of The Hammocks- Preserve, a Condominium recorded March 9, 2007 in Book 3125, Page 1953; Seventh Amendment to Declaration of Condominium of The Hammocks- Preserve, a Condominium, recorded April 16, 2007 in Book 3144, Page 630; Eighth Amendment to Declaration of Condominium of The Hammocks – Preserve, a Condominium, recorded April 16, 2007 in Book 3144, Page 637; Ninth Amendment to Declaration of Condominium of The Hammocks – Preserve, a Condominium, Recorded May 8, 2007 in Book 3154, Page 1954; Tenth Amendment to Declaration of Condominium of The Hammocks – Preserve, a Condominium, recorded May 8, 2007 in Book 3154, Page 1961; Eleventh Amendment to Declaration Of Condominium of The Hammocks – Preserve, a Condominium, recorded June 11, 2007 in Book 3171, Page 4; Twelfth Amendment to Declaration of Condominium of The Hammocks – Preserve, a Condominium, recorded June 11, 2007 in Book 3171, Page 11; Thirteenth Amendment to Declaration of Condominium of The Hammocks- Preserve, a Condominium, recorded July 12, 2007 in Book



3185, Page 1380; and the Fourteenth Amendment to Declaration of Condominium of The Hammocks- Preserve, a Condominium recorded March 5, 2014 in Book 3846, Page 738, all of the Public Records of Charlotte County, Florida (collectively, the "Previous Amendments");

**WHEREAS**, the Declaration and the previous Amendments shall be collectively referred to as the "Declaration";

**WHEREAS**, the Association wishes to amend the Declaration as provided in this Amendment.

Now therefore, the Association hereby states as follows (underscore indicates additions to text, double ~~strike through~~ indicates deleted text);

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Definitions. Unless otherwise defined herein, capitalized terms used throughout this amendment shall have the same meaning as set forth in the Declaration.

Amended 01/29/2016

3. Section 12.18 – Screened porches/balconies. All screened porches and screened balconies shall only contain patio furniture and other outside living items. No spas or hot tubs, or Jacuzzis shall be permitted in the Limited Common Elements. The screened area shall not be replaced with glass or other solid material, without the prior written approval of the Board.

Amended 01/29/2016

4. Section 16.2 Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval or disapproval is delivered to the Secretary of the Association at or prior to the meeting. Except as elsewhere provided, approval of the amendment must be ~~either~~ by:

~~(a) A majority of the votes of the entire membership of the Association;~~

(b) Not less than two thirds of all the members of the Board of Directors in the case of amendments that are only for one or more of the following purposes:

- (1) to correct misstatements of fact in this Declaration or its Exhibits, including, but not limited to, the correction of errors in the legal description of the real property or the surveys thereof. If said amendment is to correct this Declaration so that the total of the undivided shares of Unit Owners in either the Common Elements, Common Surplus or Common Expenses shall equal 100 (100%) percent, the owners of the units and the holders of liens or

encumbrances of the Units for which modification to the shares are being made shall also approve the amendment.

- (2) To change boundaries between Units in the manner elsewhere stated, provided the amendment is signed and acknowledged by the owners, lienors and holders of the Units concerned;

or

- (c) Sixty-six and two-thirds (66 2/3) of those members present in person or by proxy at a meeting called for approval of the proposed amendment.

5. Reaffirmation. Except as modified by this Amendment and the previous Amendments, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF the undersigned, being the declarant stated in this Fifteenth Amendment to the Declaration, has hereunto set its hand and seal.

Signed, sealed and delivered in the presence of:

Sign: Deborah Maysack

Deborah MAYSACK  
Print Name of Witness

Sign: Julie M. Desiderio

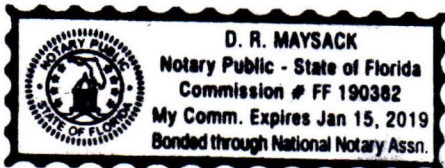
Julie M. Desiderio  
Print Name of Witness

**THE HAMMOCKS – PRESERVE  
CONDOMINIUM ASSOCIATION, INC.**  
A Florida not for profit Corporation

By: Samuel Desidero  
Samuel Desidero, President

State of Florida  
County of Charlotte

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of January, 2014, by Samuel Desiderio, as President of The Hammocks – Preserve Condominium Association, Inc., A Florida not-for-profit corporation, for and on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.




(SEAL)

D R Maysack  
Notary Signature

D R MAYSACK  
(Print Name of Notary Public)



 Samuel Desidero  
10501 Amberjack way  
Englewood, FL 34224

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT  
OR BOOK: 4049 PAGE 176 PAGE: 1 OF 3  
INSTR # 2411636 Doc Type: RES  
Recorded: 1/29/2016 at 3:24 PM  
Rec. Fee: RECORDING \$27.00  
Cashier By: TERESAH

This instrument prepared by  
and Record and Return to:

Mark Martella, Esq.  
Martella Law Firm, PL  
18501 Mürdock Circle  
Suite 304  
Port Charlotte, FL 33948

**CERTIFICATE OF AMENDMENTS**  
**TO THE BYLAWS OF THE HAMMOCKS – PRESERVE**  
**CONDOMINIUM ASSOCIATION, INC.**

**WHEREAS**, the Declaration of Condominium for the Hammocks – Preserve, a Condominium, was recorded on November 16, 2006 in Official Records Book 3069, Page 1658, of the Public Records of Charlotte County, Florida (the “Declaration”); and

**WHEREAS**, the Bylaws of The Hammocks – Preserve Condominium Association, Inc. (The “Bylaws”) were recorded as Exhibit “D” to the Declaration, in the Official Records Book 3069, Pages 1804, et seq., of the Public Records of Charlotte County Florida;

**WHEREAS**, The Hammocks – Preserve Condominium Association, Inc. wishes to amend the Bylaws as provided in this Amendment.

**NOW THEREFORE**, Hammocks Acquisition hereby amends the Bylaws as follows (underscore indicates additions to text, double ~~strike through~~ indicates deleted text);

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Definitions. Unless otherwise defined herein, capitalized terms used throughout this amendment shall have the same meaning as set forth in the Bylaws.
3. Section 3.2 - Section 3.2 of the Bylaws is hereby amended as follows:  
*Amended 01/29/2016*  
Section 3.2 -The term of each director’s service , subject to the provisions of 3.1(d) above shall be as follows: The first Board elected subsequent to the transfer of control to the Unit Owners shall elect one (1) Board member for two years and the remaining Board members for one year. At the end of the initial term, they shall thereafter be elected for one year terms. A Director shall continue in office until his successor shall be elected and qualified, unless he sooner dies, resigns, or is removed, or otherwise disqualified to serve.

In order to complete the implementation of staggered two-year terms, commencing at the annual meeting in 2017, all directors shall be elected to two-year terms, provided however, that either the Board of Directors for the membership shall have the authority to temporarily assign a one-year term to one or more director positions if

necessary to implement a scheme of staggering the board, to promote continuity of leadership, so that approximately one-half of the Board members are elected each year.

Election of Directors. The following procedures shall apply to the election of directors when directors are to be elected by a vote of the membership:

- (a) Any eligible person desiring to be a candidate may submit a self-nomination, in writing, not less than forty (40) days prior to the scheduled election and shall automatically be entitled to be listed on the ballot.
  - (b) The ballot prepared for the annual meeting shall list all director candidates in alphabetical order. Ballots shall be distributed to all voting interests with notice of the annual meeting.
  - (c) There shall be no nominations from the floor on the date of the election.
  - (d) All Members may vote on each director position. The election shall be by plurality vote (the nominees receiving the highest number of votes are elected.) Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, such as the flipping of a coin by a neutral party.
  - (e) No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. The candidate shall automatically be elected and their names announced at the annual meeting.
4. **Section 3.13** - Section 3.13 of the Bylaws is hereby amended as follows:  
**Amended 01/29/2016**  
**Section 3.13 – Director Attendance.** A Director shall be considered as present for a regular or special meeting if he is in simultaneous communication by telephone or video conference with all other Directors. A ~~telephone~~ speaker must be used so that the conversation of the director attending by telephone or video conference may be heard by the Board members attending in person, as well as any Unit Owners present at a meeting.
5. **Reaffirmation.** Except as modified by this Amendment, the Bylaws shall remain unchanged and in full force and effect.

[SIGNATURE PAGE ON FOLLOWING PAGE]

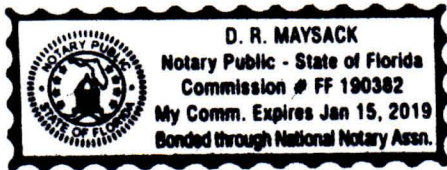



**THE HAMMOCKS – PRESERVE  
CONDOMINIUM ASSOCIATION, INC.**  
A Florida not for profit Corporation

By:   
Samuel Desidero, President

State of Florida  
County of Charlotte

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day  
of January, 2016, by Samuel Desiderio, as President of The Hammocks – Preserve  
Condominium Association, Inc., A Florida not-for-profit corporation, for and on behalf of the  
company. He is personally known to me or has produced \_\_\_\_\_ as  
identification.



  
Notary Signature

D R MAYSACK  
(Print Name of Notary Public)

(SEAL)