DOCUMENT PACKET

Condominium Documents

Palmas Del Sol Condominium Association

11640 Court of Palms #103, Fort Myers, FL 33908

WHAT IS INSIDE

11	Documents
197	Pages of documents
Yes	Text searchable, every page including the scans

A linked table of contents follows on the next page.

Prepared October 30, 2026

Assembled from the associations' own governing documents and budgets.
Please confirm anything you intend to rely on during your inspection period.

Condominium Documents

Palmas Del Sol Condominium Association

11640 Court of Palms #103, Fort Myers, FL 33908

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Every page of this packet is text-searchable.
Click any line above to jump to that document.

FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

Palmas Del Sol Condominium Assoc. Inc. **As Of 01/01/24**
Name of condominium association

Q: What are my voting rights in the condominium association?
A: The Owner of each unit shall have one vote. Please refer to section 5.2 of the Declaration of the Condominium and Article II Section 2 of By-Laws.

Q: What restrictions exist in the condominium documents on my right to use my unit?
A: Use restrictions include residential use, pets, nuisance, parking, signs, access, common elements, limited common elements, garbage, leasing and Association. Please refer to Section 17 of the Declaration of the Condominium.

Q: What restrictions exist in the condominium document on the leasing of my unit?
A: Units may be leased for no less than ninety (90) days. Management must be notified of all leases. For additional information refer to Section 18.2 of the Declaration of the Condominium.

Q: How much are my assessments to the condominium association for my unit type and when are they due?
A: Assessments are varied dependent on the unit, please check the most recent budget. Payments are due on the 1st of January, April, July and October.

Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?
A: Each unit owner in THE PALMAS DEL SOL CONDOMINIUM ASSOCIATION, a condominium must also be members of the Gulf Harbour Yacht and Country Club Property Owners' Association, Inc. ("Master Association"). Each unit owner in THE PALMAS DEL SOL CONDOMINIUM ASSOCIATION, a condominium is entitled to one vote in the Master Association. Master Association annual assessments are billed directly to each homeowner are not included in the Association's budget. The assessed fee for 2024 is $1,750.00 per year.

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?
A: No

Q: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of $100,000? If so, identify each such case.
A: No.

Note: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE CONDOMINIUM DOCUMENTS.

Palmas Del Sol Condo Assoc.

	Account	Description	2023 YE Actual	2024 YE Actual	8/31/2025	2025 Budget Revised	2026 Budget
Operating Accounts							
Income Accounts							
Income							
	63-6310-00-00	Assessment Income	$1,358,532.44	$1,394,141.28	$1,232,471.00	$1,394,140.99	$1,557,454.30
	63-6311-00-00	Assessment Income Increase	$0.00	$440,606.00			
	63-6330-00-00	Clubhouse Assessments	$0.00	$0.00	$0.00	$0.00	$0.00
	63-6340-00-00	Golf Cart Storage Assessment	$16,780.65	$16,800.00	$15,934.00	$22,400.00	$23,901.00
	63-6345-00-00	Storage Unit Assessment	$11,120.00	$10,680.00	$11,160.00	$14,826.67	$16,740.00
		SIRS Reserves Incl MEP		$0.00	$232,500.00		$310,000.00
	63-6390-00-00	Non Sirs Reserve Assessment	$360,000.00	$360,000.00	$37,500.00	$360,000.00	$50,000.00
	63-6410-00-00	Late Fee Income	$5,872.73	$2,611.59	$3,267.00	$0.00	$0.00
	63-6411-00-00	Owner Interest Income	$0.00	-$312.07	$1,794.00	$0.00	$0.00
	63-6425-00-00	Consent/Transfer Fees	$400.00	$500.00	$400.00	$0.00	$0.00
	63-6590-00-00	Miscellaneous Income	$1,916.58	$225.00	$1,260.00	$0.00	$0.00
	63-6595-00-00	Interest Income	$64,001.44	$1,507.36	$913.00	$0.00	$0.00
New							
Income Accounts Total			**$1,818,623.84**	**$2,226,759.16**	**$1,537,199.00**	$1,791,367.66	**$1,958,095.30**
Expense Accounts							
General & Administrative							
	71-7140-00-00	Accounting Fees	$650.00	$250.00	$700.00	$650.00	$650.00
	71-7160-00-00	Legal Fees	$4,982.40	$1,282.50	$317.00	$1,500.00	$1,500.00
	71-7280-00-00	Insurance	$421,217.44	$618,978.40	$621,420.00	$615,000.00	$728,000.00
	71-7281-00-00	Insurance Increase	$0.00	$440,606.00			
	71-7412-00-00	Website	$651.44	$755.49	$269.00	$500.00	$600.00
	71-7415-00-00	Office Expense	$10,334.06	$8,822.22	$5,048.00	$5,000.00	$7,000.00
	71-7510-00-00	License & Fees	$1,528.27	$2,034.00	$2,215.00	$1,825.00	$1,075.00
	71-7530-00-00	Taxes		$12,184.00	$0.00		$7,200.00
	71-7520-00-00	Annual Corp Report	$75.00	$75.00	$75.00	$75.00	$75.00
			$439,438.61	**$1,084,987.61**	**$630,044.00**	$624,550.00	**$746,100.00**
Utilities							
	89-8910-00-00	Electric	$77,950.52	$73,635.02	$47,608.00	$84,100.00	$78,000.00
	89-8930-00-00	Water	$58,587.94	$62,037.83	$41,997.00	$62,720.00	$62,995.50
	89-8950-00-00	Pool Gas	$0.00	$116.49	$696.00	$300.00	$250.00
	89-8970-00-00	Cable TV	$69,836.23	$120,682.06	$82,812.00	$113,520.00	$122,448.00
	89-8980-00-00	Trash	$28,125.12	$36,292.08	$24,769.00	$28,013.33	$36,168.00
	89-8990-00-00	Telephone	$10,870.01	$12,797.32	$8,375.00	$12,245.33	$13,230.00
			$245,369.82	**$305,560.80**	**$206,257.00**	**$300,898.66**	**$313,091.50**
Maintenance							
	91-9010-00-00	Mulch	$0.00	$3,900.00	$0.00	$7,500.00	$4,500.00
	91-9013-00-00	Tree Work	$4,710.00	$4,308.50	$0.00	$7,500.00	$5,000.00
	91-9015-00-00	Irrigation System	$13,818.31	$5,533.79	$1,653.00	$10,000.00	$6,000.00
	91-9017-00-00	Mangrove Trimming/Oversight	$2,840.00	$39,081.00	$46,310.00	$42,500.00	$51,320.00
	91-9020-00-00	Ground Maintenance	$8,687.71	$4,770.02	$596.00	$5,000.00	$5,000.00
	91-9032-00-00	Pool Repairs	$8,066.75	$18,996.05	$20,811.00	$7,000.00	$6,500.00
	91-9045-00-00	Irrigation Pump Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00
	91-9100-00-00	Maintenance Salary	$65,651.95	$60,217.09	$43,923.00	$52,416.00	$70,380.00
	91-9102-00-00	A/C Repairs	$2,761.90	$4,951.10	$2,759.00	$1,500.00	$2,000.00
	91-9104-00-00	Custodial Supplies	$1,499.97	$983.06	$371.00	$1,000.00	$1,000.00
	91-9105-00-00	Hardware	$0.00	$51.36	$60.00	$0.00	$0.00
	91-9106-00-00	Lighting/Bulbs	$1,744.28	$1,124.89	$2,869.00	$3,000.00	$1,500.00
	91-9107-00-00	Plumbing Repairs	$23,605.70	$14,951.51	$12,618.00	$17,500.00	$17,500.00
	91-9110-00-00	General Building Maintenance	$11,494.02	$19,480.07	$18,831.00	$12,000.00	$12,000.00
	91-9112-00-00	Electrical Repairs	$3,275.63	$1,792.81	$1,355.00	$2,000.00	$2,000.00
	91-9115-00-00	Elevator Repairs	$417.84	$9,186.00	$505.00	$2,000.00	$3,500.00
	91-9123-00-00	Gate Maintenance	$303.00	$0.00	$2,514.00	$750.00	$0.00
	91-9126-00-00	Building Repair	$300.00	$1,992.85	$545.00	$500.00	$500.00
	91-9240-00-00	Fire Alarm System Repairs & Maint	$19,120.73	$39,762.63	$23,135.00	$18,000.00	$19,000.00
	91-9295-00-00	Generator Repairs & Maint	$3,191.20	$5,630.38	$1,678.00	$3,500.00	$3,500.00
	91-9300-00-00	Holiday Decorations	$0.00	$2,600.00	$0.00	$4,950.00	$5,200.00
	91-9420-00-00	Contingency	$2,336.61	$69.54	$0.00	$57,236.68	$0.00
			$173,825.60	**$239,382.65**	**$180,533.00**	**$255,852.68**	**$216,400.00**
Contract Services							
	96-9605-00-00	Management Contract	$41,139.00	$43,192.80	$30,240.00	$43,192.80	$45,360.00
	96-9610-00-00	Landscaping Contract	$52,318.44	$57,779.52	$38,520.00	$56,725.92	$60,732.00
	96-9620-00-00	Elevator Contract	$48,807.38	$44,058.84	$38,564.00	$43,923.60	$46,994.40
	96-9622-00-00	Elevator Monitoring	$2,016.00	$2,474.00	$1,656.00	$2,016.00	$2,016.00
	96-9630-00-00	Pool Contract	$8,520.00	$9,695.00	$7,000.00	$9,798.00	$10,112.40
	96-9650-00-00	Gate Contract	$0.00	$0.00	$0.00	$0.00	$0.00
	96-9660-00-00	Air Conditioning Contract	$0.00	$0.00	$0.00	$2,500.00	$3,040.00
	96-9680-00-00	Pest Control - Grounds	$5,498.00	$1,804.00	$1,933.00	$4,000.00	$3,608.00
	96-9681-00-00	Pest Control - Units	$1,804.00	$3,304.00	$902.00	$2,000.00	$2,500.00
	96-9690-00-00	Janitorial Services	$98,565.00	$101,035.88	$66,308.00	$85,910.00	$107,500.00
			$258,667.82	**$263,344.04**	**$185,123.00**	**$250,066.32**	**$281,862.80**
Reserve Contribution							
	99-9910-00-00	Transfer to Reserves	$360,000.00	$360,000.00	$37,500.00	$360,000.00	$360,000.00
New		SIRS			232500		
Expense Accounts Total			**$1,477,301.85**	**$2,253,275.10**	**$1,471,957.00**	**$1,791,367.66**	**$1,917,454.30**
Operating Accounts Net			$341,321.99	-$26,515.94	$65,242.00	$0.00	$40,641.00

						2025	2026
	Sq. Ft Per Unit	Unit Type				$552,176.47	$479,363.58
	0.008020656	Bldg 1 Type A			Quarterly	$4,428.82	$3,844.81
	0.008556483	Bldg 2 & 3 Type A			Quarterly	$4,724.69	$4,101.67
	0.008459364	Bldg 2 & 3 Type B			Quarterly	$4,671.06	$4,055.11
	0.009450644	Bldg 1, 2 & 3 Type C			Quarterly	$5,218.42	$4,530.29
	0.010113729	Bldg 2 & 3 Type D			Quarterly	$5,584.56	$4,848.15
	0.011510228	Bldg 2 & 3 Type E			Quarterly	$6,355.68	$5,517.58
	0.011664278	Bldg 1 Type F			Quarterly	$6,440.74	$5,591.43
New							

Palmas Del Sol

SIRS MEP

Cash Flow Reserve Schedule for Fiscal Year January 1 thru December 31, 20 2026

Reserve cash flow method	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Year 7 2032	Year 8 2033	Year 9 2034	Year 10 2035	Year 11 2036	Year 12 2037	Year 13 2038	Year 14 2039	Year 15 2040	Year 16 2041	Year 17 2042	Year 18 2043	Year 19 2044	Year 20 2045
Beginning Balance	760000	1045000	1355000	1641200	1951200	2207750	2124763	903763	1213763	1498763	2975	279975	589975	141663	451663	320373	617373	927373	989373	817373
Projected Outflows	-25000	0	-23800	0	-53450	-392987	-1531000	0	-25000	-1805788	-33000	0	-758312	0	-441290	-13000	0	-248000	-482000	-573823
Annual Reserve Contribution	310000	310000	310000	310000	310000	310000	310000	310000	310000	310000	310000	310000	310000	310000	310000	310000	310000	310000	310000	310000
Ending Cash Balance	1045000	1355000	1641200	1951200	2207750	2124763	903763	1213763	1498763	2975	279975	589975	141663	451663	320373	617373	927373	989373	817373	553550

Description	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Year 7 2032	Year 8 2033	Year 9 2034	Year 10 2035	Year 11 2036	Year 12 2037	Year 13 2038	Year 14 2039	Year 15 2040	Year 16 2041	Year 17 2042	Year 18 2043	Year 19 2044	Year 20 2045
Generator S															247290					
Amenity Roof S																			120000	
Roof TPO S																			183000	
Roof Replacement (50 yrs) Metal Tile																				
Stucco S							1523000													
Painting Bldgs $650K/bldg S						392987							392987							392987
Booster Pump	25000										25000									
Doors/Trash rooms			8000				8000				8000				8000				8000	
Railings & Screen Enclosures										1505000										
Windows Bldg 1,2,3,Club										216520										
Garage doors 3 bldgs													349525							
Bldg doors																				145636
Ramp Expansion joint			15800										15800							
Lobby door replacement										18000										18000
Stairwell Exhaust Fans S-MEP										7200										7200
Fire Alarm Systems																13000		248000	146000	10000
Fire Panel 146000										59068										
Fire Pump	S				53450															
Clubhouse Shutters/Glass/Storefronts															186000					
Structural engineering study									25000										25000	
Totals	25000	0	23800	0	53450	392987	1531000	0	25000	1805788	33000	0	758312	0	441290	13000	0	248000	482000	573823

Based on DeStefano SIRS and separate MEP

Year 21 2046	Year 22 2047	Year 23 2048	Year 24 2049	Year 25 2050	Year 26 2051	Year 27 2052	Year 28 2053	Year 29	
553550	785100	1095100	1381300	1691300	2001300	2311300	2621300		
-78450	0	-23800	0	0	0	0	0		
310000	310000	310000	310000	310000	310000	310000	310000	310000	310000
785100	**1095100**	**1381300**	**1691300**	**2001300**	**2311300**	**2621300**	**2931300**		

Year 21 2046	Year 22 2047	Year 23 2048	Year 24 2049	Year 25 2050	Year 26 2051	Year 27 2052	Year 28 2053	Year 29	Year 30
					1523000				
						392987			
25000									
		8000				8000			
							1505000		
		15800							
53450									
78450	**0**	**23800**	**0**	**0**					

Palmas Del Sol

NON SIRS

Cash Flow Reserve Schedule for Fiscal Year January 1 thru December 31, 20: 2026

Reserve cash flow n Year 1	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030	Year 6 2031	Year 7 2032	Year 8 2033	Year 9 2034	Year 10 2035	Year 11 2036	Year 12 2037	Year 13 2038	Year 14 2039	Year 15 2040	Year 16 2041	Year 17 2042
Beginning Balance	667588	632588	256402	-113598	-170598	-330598	-374784	-364784	-354784	-501784	-810970	-882970	-972970	-1007970	-995956	-1226492	-1281492
Projected Outflows	-85000	-426186	-420000	-107000	-210000	-94186	-40000	-40000	-197000	-359186	-122000	-140000	-85000	-37986	-280536	-105000	-45000
Annual Reserve Contribution	50000	50000	50000	50000	50000	50000	50000	50000	50000	50000	50000	50000	50000	50000	50000	50000	50000
Ending Cash Balance	**632588**	**256402**	**-113598**	**-170598**	**-330598**	**-374784**	**-364784**	**-354784**	**-501784**	**-810970**	**-882970**	**-972970**	**-1007970**	**-995956**	**-1226492**	**-1281492**	**-1276492**

Description	Year 2 2026	Year 3 2027	Year 4 2028	Year 5 2029	Year 6 2030	Year 7 2031	Year 8 2032	Year 9 2033	Year 10 2034	Year 11 2035	Year 12 2036	Year 13 2037	Year 14 2038	Year 15 2039	Year 16 2040	Year 17 2041	Year 18 2042
Pavement resurface					77716												
Pavement Resurface/Treatment		9186				9186				9186				9186			
Pool/Spa Resurfacing/equipment		37000									37000						
Main Gate																	
Bldg. Furniture Replacement			40000										40000				
Clubhouse reno			20000														
Clubhouse Furniture			20000										20000				
Light fixtures/exhaust fans			35000														
Pool Furniture		15000					15000					15000					15000
Walkway Painting	35000							35000							35000		
Clubhouse/ AC Units	25000								25000								25000
Cab refurbish				40000								40000					
Cab ceiling				20000								20000					
Elevator mods and fire sensors (4 by 4)		300000	300000														
Wate r S/Off valves														1800			
Painting - Halls & Walls					20000					20000					20000		
Brick pavers - Exterior & Pool Deck		60000										60000					
Landscaping	20000			20000			20000			20000			20000			20000	
Boardwalk mangroves									95000								
Walkway Tile						80000					80000					80000	
Monument																	
Backflow					15000					15000					15000		
Lobbyrenovation Bldg 1										120000							
Lobby Renovation Bldg 2					170000										170000		
Lobby renovation Bldg 3										170000							
Security Entry System/Fobs															35536		
Deferred Maintenance*	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000
Garage paint/refinish									50000								
EV stations																	
Lake Fountains				22000					22000					22000			
Totals	**85000**	**426186**	**420000**	**107000**	**210000**	**94186**	**40000**	**40000**	**197000**	**359186**	**122000**	**140000**	**85000**	**37986**	**280536**	**105000**	**45000**

Year 18 2043	Year 19 2044	Year 20 2045	Year 21 2046	Year 22 2047	Year 23 2048	Year 24 2049	Year 25 2050	Year 26 2051	Year 27 2052	Year 28 2053	Year 29	
-1276492	-1295678	-1440365	-1851974	-1923974	-2338160	-2633160	-2610160	-2796190	-2746190	-2696190		
-69186	-194687	-461609	-122000	-464186	-345000	-27000	-236030	0	0	0		
50000	50000	50000	50000	50000	50000	50000	50000	50000	50000	50000	50000	50000
-1295678	**-1440365**	**-1851974**	**-1923974**	**-2338160**	**-2633160**	**-2610160**	**-2796190**	**-2746190**	**-2696190**	**-2646190**		

Year 19 2043	Year 20 2044	Year 21 2045	Year 22 2046	Year 23 2047	Year 24 2048	Year 25 2049	Year 26 2050	Year 27 2051	Year 28 2052	Year 29 2053	Year 30
			77716								
9186		6609		9186			6030	6030	6030	6030	
			37000								
		65000									
					40000						
20000											
				20000							
35000										35000	
	2687			15000					15000		
				35000							
		40000								40000	
		20000								20000	
				300000	300000			156000	156000	156000	
		20000					20000				
				60000							
	20000			20000			20000			20000	
	95000									95000	
			80000					80000			
		15000					15000				
		120000									
							170000				
		170000									
5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	
	50000										
	22000					**22000**					
69186	**194687**	**461609**	**122000**	**464186**	**345000**	**27000**	**236030**				

DE STEFANO ENGINEERING GROUP, PL

Arnold/Sanders CONSULTING ENGINEERS

August 12, 2024

Rod Middleton CAM
Suitor, Middleton, Cox & Associates Inc.
15751 San Carlos Blvd. #8
Fort Myers, FL 33908

RE: Palmas del Sol Condominium Association
ASCE File No. 241759
Structural Integrity Reserve Study (SIRS)

Dear Rod,

As requested, ***Arnold/Sanders Consulting Engineers ("ASCE" or "Engineer")*** has been asked for our professional opinion on the Structural Integrity Reserve Study (SIRS) for the above-referenced project.

This report, presented as a projection, is intended for Management's consideration. It does not include an evaluation of the assumptions underlying the forecast. ASCE does not express an opinion or any other form of assurance on the accompanying report or assumptions. It's important to note that there may be differences between the projected and actual results due to unforeseen events and circumstances. ASCE will not be responsible for updating this report for events and circumstances occurring after the date of this report.



Palmas del Sol Condominiums overhead view



Palmas del Sol Building 1 street level view



Palmas del Sol Building 2 street level view

Executive Summary

Palmas del Sol Condominium is a common-interest development consisting of two ten-story buildings over parking and one eight-story building over parking with 110 units. It is at 11600-11640 Court of Palms, Fort Myers, FL 33908. An adjacent Clubhouse and pool are located at 11650 Court of Palms. The buildings were constructed between 1999 and 2003.

The ground floors of the residential buildings contain common areas and facilities owned "in common" by the members.

As the Association's elected governing body, the Board of Directors is pivotal in ensuring sound Management and operation. Their primary responsibility is to meticulously review and prepare an annual budget, a process that this report is specifically designed to support.

The annual budget process is a comprehensive and meticulous task that must address two areas: Operating Funds and Reserve Funds. Some State Civil Codes require that the Association review its Reserve Fund annually. Additionally, the Board of Directors must attest to the adequacy of the Reserve Fund in the budget notes.

In addition, in some cases, the State Civil Code requires the Board of Directors to state in the budget notes whether they have "determined or anticipate that the levy of one or more

special assessments will be required to repair, replace, restore any major components, or to provide adequate funds therefore."

Reserve funds are simply funds set aside from assessments paid by owners of an individual interest property. These funds earn interest and are expensed when Management deems it necessary to maintain the common areas properly. The purpose of a reserve fund analysis can be to determine how much should exist in the reserve funds at a given time or to project adequate future contributions and expenditure amounts to ensure that sufficient reserve funds will be available when needed.

This Reserve Study assists the Board of Directors in complying with the State Civil Code by providing the information required by the code so that the Board may carry out its fiduciary responsibilities in this budget process.

Specifically, it provides:

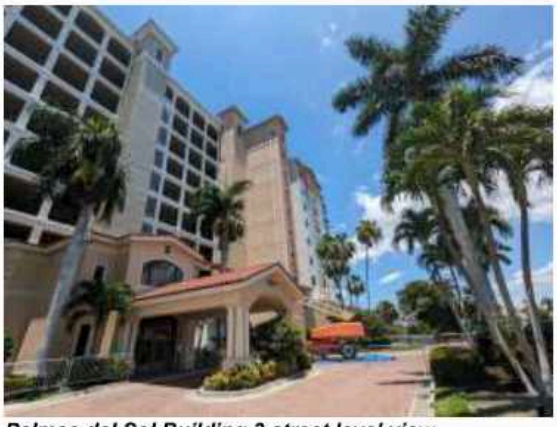
- The legally required data to correctly estimate the useful remaining life for each component;
- The financial information necessary to determine Reserve Fund requirements, the percent of required funding currently on hand, and;
- A recommended minimum monthly reserve contribution to maintain a positive cash flow over the estimated life expectancy of the reserved areas.

NOTE – This report provides the information necessary for the Board of Directors to make informed budget decisions. Additionally, our recommendations are our best professional judgment concerning the minimum reserve funding essential for operating, maintaining, and repairing the property. We point out that budgeting is not an exact science because the budget analyst cannot foresee or control the future acts of the Association, its members, its board, its Management, or its nature.

ASCE uses the cash flow method to calculate the reserve fund plan and offset anticipated expenditures with adequate, but not excessive, funding. The funding plan considers the current and projected future replacement costs, assuming a 3% inflation rate. It also projects a 3% rate of return on invested reserve funds.

ASCE's methodology groups the anticipated expenditures into projects that can be performed simultaneously, possibly by the same contractor, to minimize the association's overall costs.

At the time of this study, the reserve fund balance was approximately $931,000.00, with the 2024 contribution budgeted at $360,000.00. Based on the current balance, budgeted contributions, and the high-priority near-term reserve expenditures anticipated by this study, ASCE anticipates that the reserve fund is now, and will remain, amply funded throughout the timeframe examined by this study. Maintaining the current funding rate or adopting the reserve contribution amount calculated in this analysis will ensure adequate reserve funding, with



Palmas del Sol Building 3 street level view



Clubhouse tile roof undergoing replacement



Area of TPO type roofing on Building 2



Detail showing areas of concrete spalling at Clubhouse window sill

a sustained positive balance, from 2024 forward until that final year.

ASCE recommends that the Association adopt the following to achieve and sustain a suitable funding plan.

- Setting the 2025 reserve contribution to about $125,000 will ensure adequate funding for fund anticipated repairs needed over the 30 years of this study.
- Increasing the annual contribution in line with inflation will ensure that the reserve funding remains in step with costs as they rise. The funding level can be reexamined at the Board's discretion at a future date should planned reserve funding start to exceed expected expenditures, or vice versa considerably, or if inflation and interest rates change significantly.
- The reserve funding plan should be reviewed annually, but no less frequently than at five-year intervals, to account for unplanned repairs or other events.

Structural Integrity Reserve Studies (SIRS)

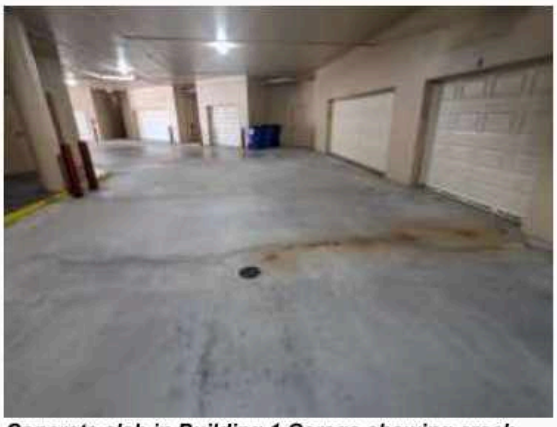
A Structural Integrity Reserve Study (SIRS) is a comprehensive evaluation conducted by a licensed engineer to assess the physical condition, financial health, and long-term planning needs of a Condominium or Cooperative's common elements and infrastructure. The study includes a noninvasive visual inspection of the building's structural elements and systems, load-bearing walls, floors, fire protection, plumbing, electrical systems, windows, exposed foundations, waterproofing, and any component over $10,000 whose failure to replace or maintain can negatively affect other items.

The structural elements identified in this study must be separately accounted for in the reserve study. Funds for repairs cannot be waived by agreement or vote of the board. They must be collected per the replacement schedule. Additionally, the funds can only be used for that specific purpose and cannot be pooled.

The Structural Integrity Reserve Study is a newly developed form of reserve study required by Florida Statute SB 4D. It is designed to ensure that Condominium Owners' Associations reserve funds for the long-term maintenance and necessary replacement of critical structural elements in their buildings. This act is similar to other standards, including the Miami/Dade 40-year recertification that has been mandatory in South Florida for many years. However, the Florida Statute SB 4D adds teeth to the rule, enforces early funding and enforcement attributes, and takes the law statewide.

The structural Integrity Reserve Study has several purposes. The SIRS provides a strategic outlook, typically 20 to 30 years, to ensure that a Condominium Association or Cooperative Association has the financial resources to address anticipated maintenance, repair, and replacement expenses.

Reserve studies enable condominiums and cooperatives to allocate appropriate funds to their reserve accounts, assuring



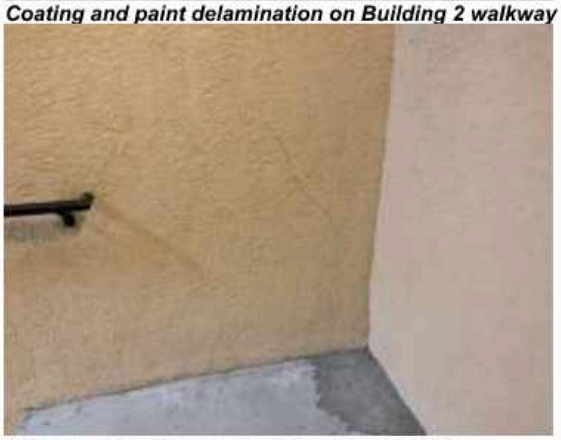
Concrete slab in Building 1 Garage showing crack



Vertical crack in Building 2 masonry wall



Coating and paint delamination on Building 2 walkway



Crack in masonry wall in Building 2 stairwell

they are adequately prepared to address capital expenditures when needed.

The SIRS also enhances transparency by providing unit owners with a clear understanding of the Association's financial obligation and the justification behind reserve fund contributions. Finally, the SIRS helps mitigate the risk of unexpected financial burdens and special assessments for unit owners.

Florida Statute SB 4D identifies eight structural elements that must be separately accounted for in the reserve study:

1. Roof and Roofing
2. Structural Systems
3. Fireproofing and Fire Safety
4. Exterior Painting and Waterproofing
5. Plumbing
6. Electrical Systems
7. Windows And Exterior Doors
8. Other elements over $10,000 that have an impact on the structural integrity of the building.

General Statements

This Reserve Funding Analysis is based upon Management and the Association's Board of Directors representations.

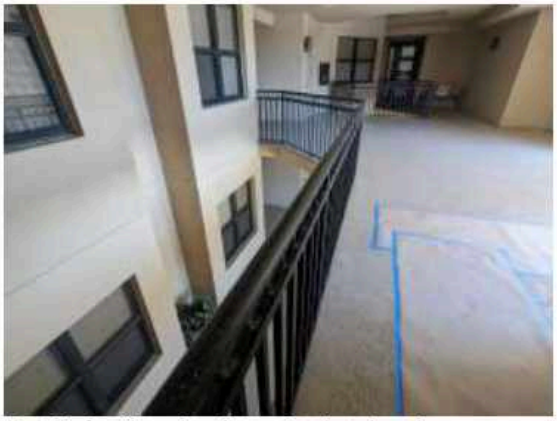
This report forecasts future contributions, expenditures, and balances related to the Association's Reserve Funds. Calculations incorporate the time value of money and the lives of individual major component items. This report aims to aid the Association in adequately managing its reserve funds and should not be used for any other purpose.

We recommend updating this funding analysis annually to account for fluctuating inflation rates, investment earnings, and construction costs.

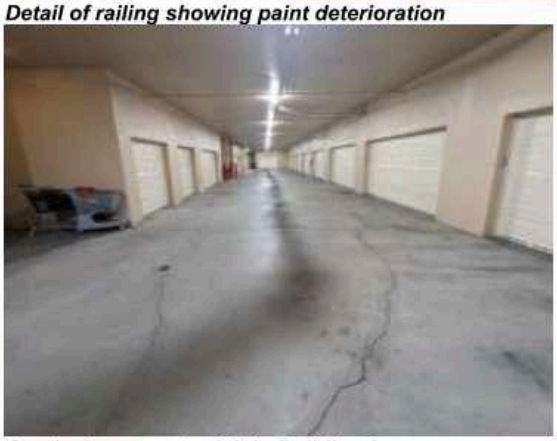
Reserve Objectives

ASCE has been asked to recommend reserve allocations for the following components of the building:

1. ***Roofs*** – ASCE has allocated reserve funds for repair or replacement according to the expected lifetime of the specific type of roofing systems installed on the buildings.
2. ***Structural Systems*** – There is no commonly accepted limitation on the service life of concrete structures. However, concrete degrades, particularly in the extreme coastal conditions in which the property is located; therefore, ASCE has allocated reserve funds for the expected repairs to the structural elements.
3. ***Exterior Painting and Waterproofing*** – This includes regular painting and sealant repair and allocations for the expected stucco repairs.



Detail of railing showing paint deterioration



Cracks in concrete slab in Building 3 garage



Crack on Building 1 garage wall showing efflorescence



Efflorescence seen below dryer vent in Building 2

4. ***Windows and Exterior Doors*** – The individual unit owners are responsible for replacing or repairing windows and sliding glass doors. ASCE has allocated reserve funds to replace the garage and common entry glass doors, common area windows, and Clubhouse windows and doors.

5. ***Other Elements*** – ASCE has allocated reserve funds for aluminum railings along the walkways of Buildings 1-3 and around the Clubhouse pool deck.

The following notes and comments are based on the final methods, factors, and options that were represented and used in compiling the accompanying financial presentation of this report. If the actual replacement costs or remaining lives vary from the assumptions used in this analysis, the impact could be significant on future assessments. Accordingly, an annual review of the analysis is necessary to see if the Board, within its authority, should increase the regular assessments, pass special assessments, or reschedule future replacement dates.

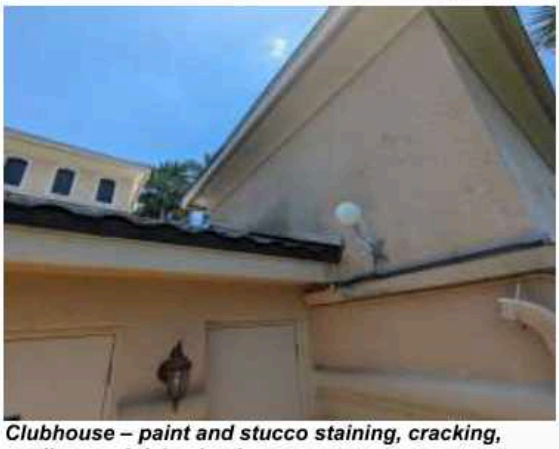
The Association's covenants, conditions, and restrictions state that replacement funds will be collected annually to make sufficient funds available when necessary expenditures are scheduled. Generally, only long-term maintenance and replacement items with a life of two years or longer and a cost of $10,000.00 or more have been considered in this analysis.

The Board of Directors does not anticipate any special assessments incurred by the homeowners for the future repair, replacement, or restoration of any major components. However, per the State Civil Code, this study must be reviewed and adjusted as necessary.

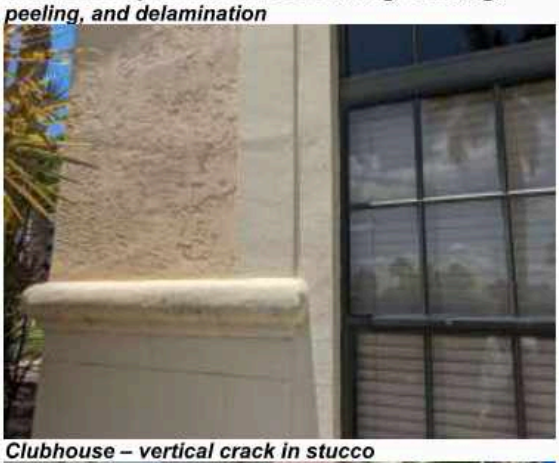
The Association will not have to replace the components with more than 30 years remaining useful life. Those components are assumed to be permanent. At the time they need replacement, if ever, the highest and best economic use of the property might be other than the current use, resulting in a desire not to replace those components. It is a fact that the requirements for life for 30 years hence are unknown and unplanned.

However, as the Association matures, the remaining physical life of specific components will drop below 30 years, and those components may need to be reevaluated to determine if they should be included in future studies.

- The Board of Directors will implement and continue preventive maintenance and repair programs to prevent abnormal deterioration of the common elements.
- The analysis does not assume any unusual conditions will occur, such as weather, vandalism, unusual use, or unforeseen obsolescence.
- Measurements and quantities were obtained by count, measurement, or estimation from our observations, photographs, and satellite images, unless otherwise noted, and are assumed to be a close approximation to actual.



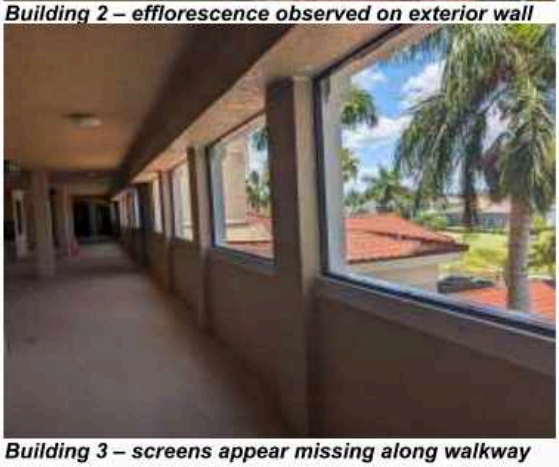
Clubhouse – paint and stucco staining, cracking, peeling, and delamination



Clubhouse – vertical crack in stucco



Building 2 – efflorescence observed on exterior wall



Building 3 – screens appear missing along walkway

- Proper construction and installation of all improvements are assumed unless otherwise noted. We did not consider any existing reserve funds for this analysis. Funded cash balances were not confirmed directly with financial institutions as a part of this analysis.
- This analysis assumes that the Association membership wishes to continue using and maintaining all current amenities.
- The Association carries comprehensive property insurance to cover most insurable risks, such as all-risk property liability and theft.

Reserve Calculation Method

This analysis has been prepared considering the following factors:

- The "time value of money" (rate of inflation and investment).
- The current replacement cost of each reserve item.
- The original and remaining life of each reserve item. A reserve item is anything that needs to be maintained or replaced for a minimum of one year. Any items that need maintenance or replacement within one year should be budgeted and paid for through operations. Representation is made by the Management or the Board of Directors of the amounts to be used for the above factors.

The Association's assessments may be calculated using several methods. The assessment disclosed in this report was calculated using the method most often used by industry professionals, commonly called a "Cash Flow" methodology. The components' expected wear-out dates and future costs are calculated. These costs are then scheduled by year, and the cash balances are projected.

We then determine the lowest reasonable assessment necessary to ensure that positive cash balances are maintained over the future period. This method is preferred because it results in an assessment designed to allow homeowners to contribute their share to the Reserve Fund at any point in time based on the assumptions under which the calculations were performed. In addition, it usually results in a lower assessment than alternative approaches.

The alternate method of calculation is commonly called "Straight-Line." Using this methodology, the assumption is made that each component's cost should be pro-rated equally based on the predicted useful life of the element.

For example, if a component costs $100,000 and has an expected useful life of 5 years, the Association should set aside one-fifth (20%) of that component's cost each year (or $20,000 in the case of our example). This number is calculated for each element, and the results are added together to calculate the annual assessment. This method can determine the components' current or future costs. If there is more than this amount, then assessments can be lowered; however, if there is less than this amount, assessments must be raised.

There are several problems with this procedure. First, this method does not consider that the Association's reserve fund earns interest and that this interest can be substantial in future years. As a result, calculations based on a straight-line methodology, except in certain restricted instances, are usually excessively high. The result is that current homeowners pay more than their fair contribution. If future costs are used, they will be extremely high. Secondly, suppose the Association is "over" or "under" reserved utilizing this methodology, and the Association chooses to adjust this overage or shortage over more than one year. In that case, the Association has, by definition, defaulted to a "Cash Flow" system.

The method used by ASCE considers the inflation rate and the time value of money. The Future Value assumes an inflation rate of 3% per year based on the estimated Remaining Life. The Amount required per month to meet Reserves assumes the time value of money, assuming a 3% return on investment, and the Reserves will be placed in CDs or another interest funding account.

Component List Compilation Method

In preparing this study, a comprehensive list of significant components was developed, and data concerning the age and costs of these components were compiled. The compilation results are in the Schedule of Components (Figure 1) included in this report. Certain assumptions were made concerning future inflation, current and future component costs, interest earnings, aging, and other events.

These assumptions may not materialize, and unanticipated events and circumstances may occur. Therefore, the actual replacement costs and remaining lives may vary from this report, and the variations may be material. The Association should review this funding plan annually and consider and implement necessary adjustments.

ASCE endeavors to provide the most accurate reserve study possible; however, the valuable lives of listed reserve components are determined based on estimates and assumptions based on average conditions. The cost of replacing these reserve components is based on estimates utilizing current pricing methods. Regular maintenance of reserve components is required to use each component fully.

Changes in labor and materials fees, acts of God, extraordinary weather conditions, vandalism, and unusual wear of reserve components may adversely impact their useful life and replacement cost. ASCE did not identify or purport to expound on any possible construction defects on the project.

Additionally, there is often concern over how we establish the useful life and useful life remaining for a given component, as well as questions about the accuracy of our predictions. These questions are related. These components can be placed into one of five categories:

1. ***Cyclic Regular*** – Items like road slurry or painting are under this category. Such components have a very predictable life cycle. That life cycle may vary based on local climate, usage, exposure to weather, or similar issues. Still, it will generally stabilize for the components of a given property and have a reasonably high degree of predictability concerning both useful and remaining life.
2. ***Cyclic Irregular*** – Items like roofing fall into this category. These items have an everyday life span significant enough that climate, level of preventative maintenance, owner care, and other issues can materially affect the actual life.
3. ***Predictable but Irregular Non-Catastrophic Failure*** – This category includes pool pumps, spa heaters, and other items that can be expected to wear out with some predictability (regular or irregular) but do not need to be replaced until failure. With these items, the Association may have accumulated the money for repair or replacement and then waited for failure to spend this money. This does not affect the reserve contribution before the expected replacement date, but once that date is reached, assessments can be reduced until failure because adequate reserves are on hand.
4. ***Catastrophic Failure***—Waiting until failure is inappropriate for these items. A hydraulic elevator falls into this category. In these cases, a fund is built for a general replacement period, and a decision is made to repair or replace it before failure.
5. ***Outdated Design/Aesthetics*** – This category refers to items where aesthetics is a significant concern. Examples include light fixtures, window coverings, and other items that may be functional past their desirable time. They should be recognized and reserved to keep the common area from appearing dated and unappealing.

These categories are not rigid; some components may fit into several categories. Instead, they are general guidelines that help us reach a reasonable conclusion about life estimates and funding strategies.

RESERVE COMPONENT DETAILED OBSERVATIONS AND ANALYSIS

ROOF AND EXTERIOR ELEMENTS

Roofing and Deck

Based on our observation, Palmas del Sol's roofing system appears to combine stone-coated metal tile over secondary waterproofing over metal B frame decking supported by a light metal frame on a concrete slab primary roof deck. Secondary roof sections consist of single-ply TPO membranes over the same support structure. The tile roofs appear to have approximately 87,500 square feet of surface area between the four buildings, while the regions of the TPO roofing on Buildings 1-3 seem to total about 4,500 square feet. There are air conditioning condenser units mounted on the TPO roof sections.

- **Age and Condition:** The roofs on all four buildings are undergoing complete replacement at the time of this report and are considered new for the reserve analysis.
- **Lifetime:** Tile roofs can have a useful lifetime of up to 50 years. In Florida, due to the climate with high heat, moisture, and salt content, the useful lifetime is usually closer to 20 years. TPO roofing generally has a useful lifetime of up to 30 years. However, in the Florida environment, the expected lifetime of the roof is also about 20 years, barring significant weather events. Many insurance companies would like the roofs to be replaced every ten years regardless of the longevity of the roofing systems.
- **Priority:** No critical or high-priority repairs are noted as being immediately necessary. DEG recommends that the TPO roof be periodically cleaned with an anti-microbial solution to remove the inevitable

accumulation of mold and bacteria due to pooling water around drains and under air conditioner condenser units. We also recommend that the Association engage a qualified professional to periodically inspect the roofs and maintain documentation of any damage found and repairs performed.

- **Expenditure Detail:** Based on our observation, no immediate expenditure is anticipated for roofing. Anticipated expenditures and timing are found in the Detailed Reserve Expenditures Table later in this Report.

Structural Elements and Load Bearing Walls

The existing structural systems are post-tensioned concrete slabs over conventionally reinforced concrete beams, columns, and shear walls over the combination pile and grade beam and conventionally reinforced concrete foundations. The existing wall system primarily has infilled light gauge metal framing with a cementitious finish. The structure consists of six residential floors over parking.

- **Age and Condition:** The structural elements are all original. Representatives of DEG performed visual observations of the structure's exterior and some of the interior elements throughout the buildings, including the garage structure. Visual Examinations were conducted from the ground and from inside the structure. We did not observe any significant surface imperfections such as cracks, distortion, sagging, excessive deflections, significant misalignment, or signs of leakage at critical locations. However, we found concrete cracking and spalling areas on non-structural regions, such as window sills and around windows, which require repair. We also observed cracks in Buildings 1-3 garage slabs that need repair.
- **Lifetime:** Concrete and masonry structural elements have a useful lifetime of 30-50 years. ASCE recommends regular inspection of these elements to ensure any issues are observed and repaired promptly before significant damage occurs. We also recommend repairing any non-critical damage to elements. At the same time, the buildings undergo their regular 7-year repainting to avoid unnecessary re-painting and consolidate contractor overhead costs into a single large project.
- **Priority:** No high-priority structural issues need to be addressed in the short term. We recommend that the concrete cracking and spalling noted above be repaired within the next few years to prevent additional corrosion of reinforcing steel, which could eventually lead to structural issues.
- **Expenditure Detail:** The Detailed Reserve Expenditures Table later in this Report indicates the anticipated expenditures and timing for these repairs.

Exterior Finishes and Waterproofing

The exterior of the building is finished with concrete or concrete masonry coated with paint over stucco. Approximately 78,500 square feet of concrete or masonry wall space between the four buildings is coated with stucco and paint.

- **Age and Condition:** The exterior paint, stucco, and sealants on Buildings 1-3 appear in generally good condition, with some areas of cracking in the stairwells noted above. There are areas on the walkways where paint cracking and delamination were observed. In the Clubhouse, we observed paint and stucco staining, cracking, peeling, and delamination in multiple locations, which appears to be age and moisture-related. There were also areas noted on the exterior walls and covered areas where efflorescence occurs and where cracks have formed in the coatings over masonry or concrete. Although efflorescence itself isn't dangerous, it can lead to potential moisture problems that can cause structural damage to building materials.
- **Lifetime:** Stucco generally has a useful lifetime of 15-20 years. Paint finishes typically last 5-7 years. The typical useful lifetime of sealants used in these applications is 10-15 years, provided that the proper sealant type is selected for the location or application and is correctly applied following the manufacturer's instructions.
- **Priority:** ASCE recommends that the areas of stucco cracking and delamination be repaired immediately to effectively act as a barrier to water intruding into the underlying concrete elements. Stucco and paint delamination, cracking, and efflorescence areas should be restored within the next few years to minimize the risk of water intrusion into the underlying concrete masonry wall. No other critical or high-priority siding, paint, or stucco repairs are considered necessary for Buildings 1-3. The clubhouse finishes require immediate attention, particularly where staining, cracking, peeling, and delamination are observed. The remaining stucco finish, sealants, and paint should be inspected regularly, primarily as the end of the expected remaining lifetime draws near. Non-critical repairs to the stucco surfaces can be timed to coincide with the regular repainting cycle to avoid unnecessary repainting and to consolidate contractor costs.

- **Expenditure Detail:** ASCE recommends following a seven-year painting cycle. Stucco and sealant repairs can be performed at the same time. Anticipated expenditures and timing are found in the Detailed Reserve Expenditures Table later in this Report.

Windows and Exterior Doors

Doors, windows, and sliding glass doors are generally the responsibility of the individual unit owners. Each unit's garage has 16 ft x 7 ft steel overhead panel doors. The common area entry doors are 72" x 80" in commercial Glass Storefronts with Double Doors. The stairwell windows in Buildings 1-3 appear to be approximately 3 ft x 3 ft, while the clubhouse windows average about 4 ft x 6 ft in dimension.

- **Age and Condition:** The garage and common area entry doors appear in good condition. The stairwell and Clubhouse windows themselves also seem to be in good condition, with only the issues noted above with the concrete sills on the Clubhouse. The common area entry doors and Clubhouse sliding glass doors also appear in good condition.
- **Lifetime:** Steel overhead garage doors have a useful lifetime of up to 30 years. Glass storefront doors also have a useful lifetime of up to 30 years. As noted, both types of doors on each building appear in good condition and could have a remaining useful lifetime of another 15-20 years. The windows typically have a useful lifetime of up to 30 years. Sliding glass doors such as those at the Clubhouse usually have a helpful lifetime of up to 20 years, with about 10 years of life remaining on this one.
- **Priority:** ASCE recommends budgeting for replacing all windows and the sliding glass doors within the next ten years, the garage doors within the 15-year timeframe, and the common area doors by about 20 years; however, an inspection can revisit this as those times draw near.
- **Expenditure Detail:** Anticipated expenditures and timing are found in the Detailed Reserve Expenditures Table later in this Report.

Other Elements >$10,000

For reserve funding, items whose replacement will total more than $10,000 consist of approximately 4,700 linear feet of aluminum railing along the walkways in Buildings 1-3 and at the Clubhouse around the pool deck area and about 2,000 linear feet of framed screen along the walkways.

- **Age and Condition:** The aluminum railings appear generally in good condition, exhibiting only nominal wear and tear. ASCE observed that some screens are missing along the walkways and should be replaced immediately.
- **Lifetime:** Aluminum railings, when adequately coated to protect the surface from the elements, generally have a useful life span of up to 20 years. Based on our observation, the railings have about ten years of useful life. Aluminum framed screen enclosures can have a valuable lifetime of up to 30 years.
- **Priority:** As noted above, the railings are in good condition, and ASCE anticipates that some rail sections will need to be replaced within the next ten years. Sections of screening are missing. We recommend replacing those sections, at minimum, if not replacing the old screens.
- **Expenditure Detail:** ASCE has budgeted to replace sections of aluminum railing in 10 years and fully replace the screens this year. Anticipated expenditures and timing are found in the Detailed Reserve Expenditures Table later in this Report.

The following tables and figures present ASCE analysis and estimates for expected Reserve Fund expenditures recommendations for funding the Reserve to ensure that expected future repairs are adequately supported while allowing additional funds to remain in reserve for emergencies or other unexpected expenses.

Table 1. Estimated Replacement Data

Reserve Component	Quantity	Units	Estimated Replacement Cost (ERC) per unit	Total ERC	Future ERC for 30 Year Period	% of Total Future ERC	Estimated Useful Life (EUL)	Estimated Remaining Useful Life (ERUL)	Repair	Replace	Partial
Roofing & Exterior Systems						36.5%					
Roof, Tile, Building 1	23023	Sq Ft	$ 25.00	$ 575,584.92	$ 1,397,096	8.9%	50	20		X	
Roof, Tile, Building 2	29812	Sq Ft	$ 25.00	$ 745,290.55	$ 1,809,016	11.5%	50	20		X	
Roof, Tile, Building 3	29812	Sq Ft	$ 25.00	$ 745,290.55	$ 1,809,016	11.5%	50	20		X	
Roof, Tile, Clubhouse	4808	Sq Ft	$ 25.00	$ 120,208.15	$ 291,777	1.9%	50	20		X	
Roof, TPO, Building 1	720	Sq Ft	$ 40.00	$ 28,800.00	$ 69,905	0.4%	20	20		X	
Roof, TPO, Building 2	1920	Sq Ft	$ 40.00	$ 76,800.00	$ 186,414	1.2%	20	20		X	
Roof, TPO, Building 3	1920	Sq Ft	$ 40.00	$ 76,800.00	$ 186,414	1.2%	20	20		X	
Structural Repairs						3.4%					
Concrete Repairs, Building 1	91	Cu Ft	$ 500.00	$ 45,333.33	$ 110,036	0.7%	50	7	X		
Concrete Repairs, Building 2	153	Cu Ft	$ 500.00	$ 76,666.67	$ 186,090	1.2%	50	7	X		
Concrete Repairs, Building 3	153	Cu Ft	$ 500.00	$ 76,666.67	$ 186,090	1.2%	50	7	X		
Concrete Repairs, Clubhouse	2	Cu Ft	$ 500.00	$ 1,133.33	$ 2,751	0.0%	50	7	X		
Masonry Wall Repairs, Building 1	16	Sq Ft	$ 250.00	$ 4,000.00	$ 9,709	0.1%	50	7	X		
Masonry Wall Repairs, Building 2	28	Sq Ft	$ 250.00	$ 7,000.00	$ 16,991	0.1%	50	7	X		
Masonry Wall Repairs, Building 3	28	Sq Ft	$ 250.00	$ 7,000.00	$ 16,991	0.1%	50	7	X		
Masonry Wall Repairs, Clubhouse	1	Sq Ft	$ 250.00	$ 230.00	$ 558	0.0%	50	7	X		
Exterior Finishes and Waterproofing						30.6%					
Stucco, Building 1	16000	Sq Ft	$ 25.00	$ 400,000.00	$ 970,905	6.2%	20	7	X		
Stucco, Building 2	28000	Sq Ft	$ 25.00	$ 700,000.00	$ 1,699,084	10.8%	20	7	X		
Stucco, Building 3	28000	Sq Ft	$ 25.00	$ 700,000.00	$ 1,699,084	10.8%	20	7	X		
Stucco, Clubhouse	920	Sq Ft	$ 25.00	$ 23,000.00	$ 55,827	0.4%	20	7	X		
Paint, Exterior, Building 1	16000	Sq Ft	$ 2.00	$ 32,000.00	$ 77,672	0.5%	7	7	X		
Paint, Exterior, Building 2	28000	Sq Ft	$ 2.00	$ 56,000.00	$ 135,927	0.9%	7	7	X		
Paint, Exterior, Building 3	28000	Sq Ft	$ 2.00	$ 56,000.00	$ 135,927	0.9%	7	7	X		
Paint, Exterior, Clubhouse	2300	Sq Ft	$ 2.00	$ 4,600.00	$ 11,165	0.1%	7	7	X		
Sealants, Building 1	665	Ln Ft	$ 5.00	$ 3,326.40	$ 8,074	0.1%	7	7	X		
Sealants, Building 2	665	Ln Ft	$ 5.00	$ 3,326.40	$ 8,074	0.1%	7	7	X		
Sealants, Building 3	665	Ln Ft	$ 5.00	$ 3,326.40	$ 8,074	0.1%	7	7	X		
Sealants, Clubhouse	665	Ln Ft	$ 5.00	$ 3,326.40	$ 8,074	0.1%	7	7	X		
Windows & Exterior Doors						6.5%					
Windows, Building 1	108	Sq Ft	$ 60.00	$ 7,560.00	$ 18,350.10	0.1%	30	10		X	
Windows, Building 2	126	Sq Ft	$ 60.00	$ 12,960.00	$ 31,457.32	0.2%	30	10		X	
Windows, Building 3	126	Sq Ft	$ 60.00	$ 84,000.00	$ 203,890.05	1.3%	30	10		X	
Windows, Clubhouse	216	Sq Ft	$ 60.00	$ 112,000.00	$ 271,853.40	1.7%	30	10		X	
Garage Doors, Building 1	3360	Sq Ft	$ 25.00	$ 112,000.00	$ 271,853.40	1.7%	30	14		X	
Garage Doors, Building 2	4480	Sq Ft	$ 25.00	$ 16,000.00	$ 38,836.20	0.2%	30	14		X	
Garage Doors, Building 3	4480	Sq Ft	$ 25.00	$ 16,000.00	$ 38,836.20	0.2%	30	14		X	
Exterior Double Doors, Building 1	2	Ea	$ 8,000.00	$ 16,000.00	$ 38,836.20	0.2%	30	21		X	
Exterior Double Doors, Building 2	2	Ea	$ 8,000.00	$ 16,000.00	$ 38,836.20	0.2%	30	21		X	
Exterior Double Doors, Building 3	2	Ea	$ 8,000.00	$ 6,000.00	$ 14,563.57	0.1%	30	21		X	
Exterior Double Doors, Clubhouse	2	Ea	$ 8,000.00	$ 16,000.00	$ 38,836.20	0.2%	30	21		X	
Door, Sliding Glass, Clubhouse	1	Ea	$ 6,000.00	$ 6,000.00	$ 14,563.57	0.1%	20	10		X	
Other Components >$10K in Value						23.2%				X	
Aluminum Railings, Building 1	1296	Ln Ft	$ 250.00	$ 324,000.00	$ 786,433	5.0%	20	10		X	
Aluminum Railings, Building 2	1512	Ln Ft	$ 250.00	$ 378,000.00	$ 917,505	5.8%	20	10		X	
Aluminum Railings, Building 3	1512	Ln Ft	$ 250.00	$ 378,000.00	$ 917,505	5.8%	20	10		X	
Aluminum Railings, Clubhouse	400	Ln Ft	$ 250.00	$ 100,000.00	$ 242,726	1.5%	20	10		X	
Screen Enclosures, Building 1	648	Ln Ft	$ 150.00	$ 97,200.00	$ 235,930	1.5%	30	10		X	
Screen Enclosures, Building 2	756	Ln Ft	$ 150.00	$ 113,400.00	$ 275,252	1.7%	30	10		X	
Screen Enclosures, Building 3	756	Ln Ft	$ 150.00	$ 113,400.00	$ 275,252	1.7%	30	10		X	
Total				$ 6,496,229.77	$ 15,768,055						

Notes

1. The remaining useful life of components marked “repair” is the estimated years until repairs are performed.
2. Each component's repair and replacement are assumed to reoccur at regular intervals corresponding to its estimated useful life.
3. Concrete is generally considered to have an estimated useful life of at least 50 years. The Florida Statute mandating SIRS inspections does not require funds to be reserved for replacing components with an estimated useful life greater than 30 years. However, we recommend reserving funds for the regular repair of portions of the concrete due to deterioration.
4. The individual unit owners have been assumed responsible for replacing the living units' exterior windows and sliding glass doors.

Table 2. Cash Flow Expense Schedule (CY 2024 – CY 2038)

Reserve Component	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Roofing & Exterior Systems															
Roof, Tile, Building 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Roof, Tile, Building 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Roof, Tile, Building 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Roof, Tile, Clubhouse	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Roof, TPO, Building 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Roof, TPO, Building 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Roof, TPO, Building 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Structural Repairs															
Concrete Repairs, Building 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 55,754	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Concrete Repairs, Building 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 94,290	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Concrete Repairs, Building 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 94,290	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Concrete Repairs, Clubhouse	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,394	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Masonry Wall Repairs, Building 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,919	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Masonry Wall Repairs, Building 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,609	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Masonry Wall Repairs, Building 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,609	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Masonry Wall Repairs, Clubhouse	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 283	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Exterior Finishes and Waterproofing															
Stucco, Building 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,919	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Stucco, Building 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,609	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Stucco, Building 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,609	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Stucco, Clubhouse	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 707	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Paint, Exterior, Building 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 39,356	$ -	$ -	$ -	$ -	$ -	$ -	$ 48,403
Paint, Exterior, Building 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 68,873	$ -	$ -	$ -	$ -	$ -	$ -	$ 84,705
Paint, Exterior, Building 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 68,873	$ -	$ -	$ -	$ -	$ -	$ -	$ 84,705
Paint, Exterior, Clubhouse	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,657	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,958
Sealants, Building 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,091	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,031
Sealants, Building 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,091	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,031
Sealants, Building 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,091	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,031
Sealants, Clubhouse	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,091	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,031
Windows & Exterior Doors															
Windows, Building 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,709	$ -	$ -	$ -	$ -
Windows, Building 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,160	$ -	$ -	$ -	$ -
Windows, Building 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,160	$ -	$ -	$ -	$ -
Windows, Clubhouse	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 17,417	$ -	$ -	$ -	$ -
Garage Doors, Building 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,706
Garage Doors, Building 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 16,941
Garage Doors, Building 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 16,941
Exterior Double Doors, Building 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Exterior Double Doors, Building 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Exterior Double Doors, Building 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Exterior Double Doors, Clubhouse	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Door, Sliding Glass, Clubhouse	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,063	$ -	$ -	$ -	$ -
Other Components >$10K in Value															
Aluminum Railings, Building 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 43,543	$ -	$ -	$ -	$ -
Aluminum Railings, Building 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,800	$ -	$ -	$ -	$ -
Aluminum Railings, Building 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,800	$ -	$ -	$ -	$ -
Aluminum Railings, Clubhouse	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 13,439	$ -	$ -	$ -	$ -
Screen Enclosures, Building 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 143,692	$ -	$ -	$ -	$ -
Screen Enclosures, Building 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 167,640	$ -	$ -	$ -	$ -
Screen Enclosures, Building 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 167,640	$ -	$ -	$ -	$ -
Total	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 490,118	$ -	$ -	$ 692,063	$ -	$ -	$ -	$ 291,485

Table 3. Cash Flow Expense Schedule (CY 2039 – CY 2054)

Reserve Component	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054
Roofing & Exterior Systems																
Roof, Tile, Building 1	$ -	$ -	$ -	$ -	$ -	$ 1,039,570	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Roof, Tile, Building 2	$ -	$ -	$ -	$ -	$ -	$ 1,346,078	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Roof, Tile, Building 3	$ -	$ -	$ -	$ -	$ -	$ 1,346,078	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Roof, Tile, Clubhouse	$ -	$ -	$ -	$ -	$ -	$ 217,109	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Roof, TPO, Building 1	$ -	$ -	$ -	$ -	$ -	$ 52,016	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Roof, TPO, Building 2	$ -	$ -	$ -	$ -	$ -	$ 130,040	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Roof, TPO, Building 3	$ -	$ -	$ -	$ -	$ -	$ 130,040	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Structural Repairs																
Concrete Repairs, Building 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Concrete Repairs, Building 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Concrete Repairs, Building 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Concrete Repairs, Clubhouse	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Masonry Wall Repairs, Building 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Masonry Wall Repairs, Building 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Masonry Wall Repairs, Building 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Masonry Wall Repairs, Clubhouse	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Exterior Finishes and Waterproofing																
Stucco, Building 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,152	$ -	$ -
Stucco, Building 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 16,015	$ -	$ -
Stucco, Building 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 16,015	$ -	$ -
Stucco, Clubhouse	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,316	$ -	$ -
Paint, Exterior, Building 1	$ -	$ -	$ -	$ -	$ -	$ -	$ 59,529	$ -	$ -	$ -	$ -	$ -	$ -	$ 73,214	$ -	$ -
Paint, Exterior, Building 2	$ -	$ -	$ -	$ -	$ -	$ -	$ 104,176	$ -	$ -	$ -	$ -	$ -	$ -	$ 128,124	$ -	$ -
Paint, Exterior, Building 3	$ -	$ -	$ -	$ -	$ -	$ -	$ 104,176	$ -	$ -	$ -	$ -	$ -	$ -	$ 128,124	$ -	$ -
Paint, Exterior, Clubhouse	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,557	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,524	$ -	$ -
Sealants, Building 1	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,188	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,611	$ -	$ -
Sealants, Building 2	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,188	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,611	$ -	$ -
Sealants, Building 3	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,188	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,611	$ -	$ -
Sealants, Clubhouse	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,188	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,611	$ -	$ -
Windows & Exterior Doors																
Windows, Building 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Windows, Building 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Windows, Building 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Windows, Clubhouse	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Garage Doors, Building 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Garage Doors, Building 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Garage Doors, Building 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Exterior Double Doors, Building 1	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,882	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Exterior Double Doors, Building 2	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,882	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Exterior Double Doors, Building 3	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,882	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Exterior Double Doors, Clubhouse	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,882	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Door, Sliding Glass, Clubhouse	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,564
Other Components >$10K in Value																
Aluminum Railings, Building 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 78,643
Aluminum Railings, Building 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 91,751
Aluminum Railings, Building 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 91,751
Aluminum Railings, Clubhouse	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 24,273
Screen Enclosures, Building 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Screen Enclosures, Building 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Screen Enclosures, Building 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total	$ -	$ -	$ -	$ -	$ -	$ 4,260,931	$ 360,722	$ -	$ -	$ -	$ -	$ -	$ -	$ 412,927	$ -	$ 300,991

Notes

1. This analysis assumes that the concrete spalling repairs will be performed immediately.
2. The amounts required are assumed at a 3% return on investment rate and a 3% inflation rate. If the investment return rate is less than this rate or the inflation rate is higher than this rate, more money will have to be reserved. Conversely, less will have to be reserved if a higher interest rate or lower inflation rate is acquired.

Table 4. Cash Flow Funding Table

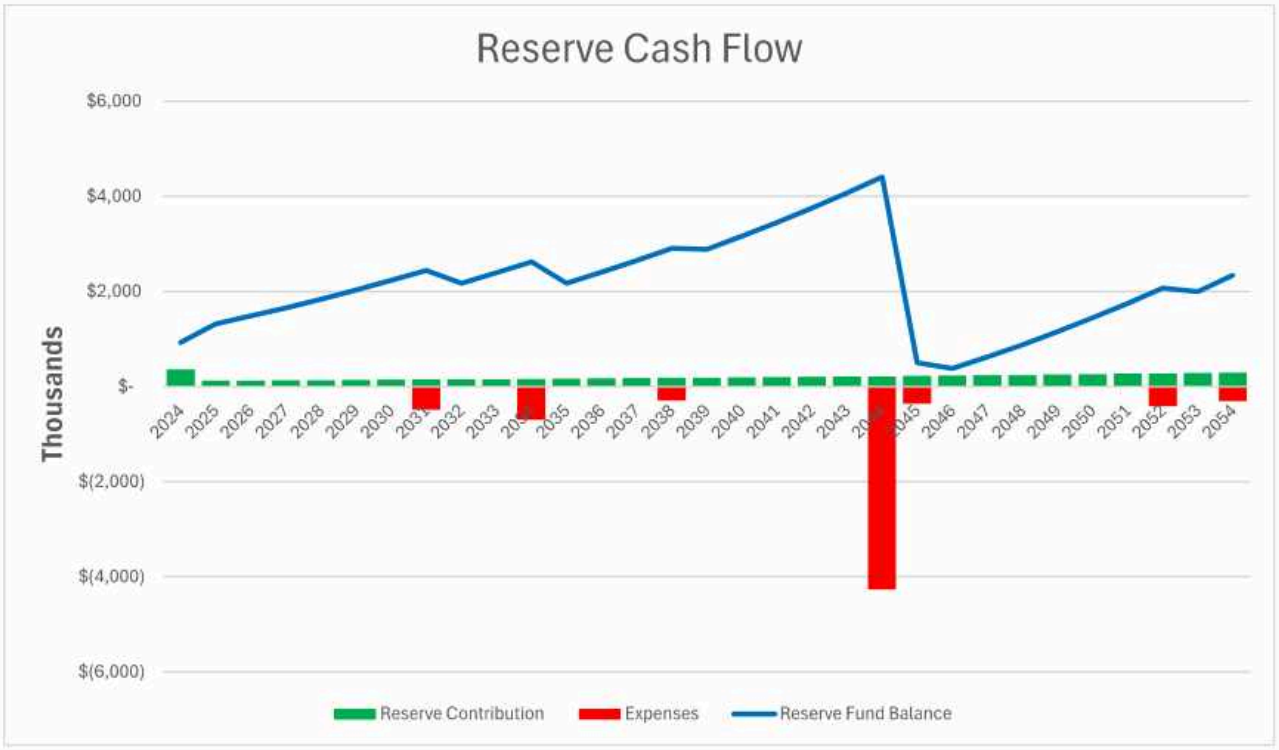
Start Year	2024
Study Period	30 years
Inflation Rate	3%
Interest Rate	3%
Reserves at Start	$931,214
Number of Units	110
Recommended Yr1 Contribution	$124,836

Year	Reserve Fund Balance	Per Unit Reserve Contribution	Reserve Contribution	Expenses	Interest	Year End Reserve Fund Balance
2024	$ 931,214	$ 3,273	$ 360,000	$ -	$ 27,936	$ 1,319,150
2025	$ 1,319,150	$ 1,135	$ 124,836	$ -	$ 39,575	$ 1,483,561
2026	$ 1,483,561	$ 1,169	$ 128,581	$ -	$ 44,507	$ 1,656,648
2027	$ 1,656,648	$ 1,204	$ 132,438	$ -	$ 49,699	$ 1,838,786
2028	$ 1,838,786	$ 1,240	$ 136,411	$ -	$ 55,164	$ 2,030,361
2029	$ 2,030,361	$ 1,277	$ 140,504	$ -	$ 60,911	$ 2,231,776
2030	$ 2,231,776	$ 1,316	$ 144,719	$ -	$ 66,953	$ 2,443,448
2031	$ 2,443,448	$ 1,355	$ 149,060	$ (490,118)	$ 73,303	$ 2,175,694
2032	$ 2,175,694	$ 1,396	$ 153,532	$ -	$ 65,271	$ 2,394,497
2033	$ 2,394,497	$ 1,438	$ 158,138	$ -	$ 71,835	$ 2,624,470
2034	$ 2,624,470	$ 1,481	$ 162,882	$ (692,063)	$ 78,734	$ 2,174,024
2035	$ 2,174,024	$ 1,525	$ 167,769	$ -	$ 65,221	$ 2,407,013
2036	$ 2,407,013	$ 1,571	$ 172,802	$ -	$ 72,210	$ 2,652,026
2037	$ 2,652,026	$ 1,618	$ 177,986	$ -	$ 79,561	$ 2,909,572
2038	$ 2,909,572	$ 1,667	$ 183,326	$ (291,485)	$ 87,287	$ 2,888,701
2039	$ 2,888,701	$ 1,717	$ 188,825	$ -	$ 86,661	$ 3,164,187
2040	$ 3,164,187	$ 1,768	$ 194,490	$ -	$ 94,926	$ 3,453,603
2041	$ 3,453,603	$ 1,821	$ 200,325	$ -	$103,608	$ 3,757,536
2042	$ 3,757,536	$ 1,876	$ 206,335	$ -	$112,726	$ 4,076,596
2043	$ 4,076,596	$ 1,932	$ 212,525	$ -	$122,298	$ 4,411,419
2044	$ 4,411,419	$ 1,990	$ 218,900	$(4,260,931)	$132,343	$ 501,731
2045	$ 501,731	$ 2,050	$ 225,467	$ (360,722)	$ 15,052	$ 381,528
2046	$ 381,528	$ 2,111	$ 232,231	$ -	$ 11,446	$ 625,205
2047	$ 625,205	$ 2,175	$ 239,198	$ -	$ 18,756	$ 883,160
2048	$ 883,160	$ 2,240	$ 246,374	$ -	$ 26,495	$ 1,156,029
2049	$ 1,156,029	$ 2,307	$ 253,765	$ -	$ 34,681	$ 1,444,475
2050	$ 1,444,475	$ 2,376	$ 261,378	$ -	$ 43,334	$ 1,749,188
2051	$ 1,749,188	$ 2,447	$ 269,220	$ -	$ 52,476	$ 2,070,883
2052	$ 2,070,883	$ 2,521	$ 277,296	$ (412,927)	$ 62,127	$ 1,997,380
2053	$ 1,997,380	$ 2,597	$ 285,615	$ -	$ 59,921	$ 2,342,916
2054	$ 2,342,916	$ 2,674	$ 294,184	$ (300,981)	$ 70,287	$ 2,406,407

Notes

1. The amounts required are assumed at a 3% return on investment rate and a 3% inflation rate. If the investment return rate is less than this rate or the inflation rate is higher than this rate, more money will have to be reserved. Conversely, less will have to be reserved if a higher interest rate or lower inflation rate is acquired.

Figure 1. Reserve Cash Flow Chart



Terminology

Report Effective Date – The report's effective date is based on the Association's fiscal year-end.

Current Replacement Cost - Calculation based on unit cost, measurement basis, and quantity.

Common Area – The areas of a project whose ownership is on an undivided interest basis. All owners share these areas equally in terms of use and maintenance.

Component - A specific common area item that requires significant repair or replacement (pool pump, tennis court net, couch, roof, etc.).

Compound Interest - A financial calculation that considers that interest, added to the principal at specified compounding periods, also earns interest.

Funds - Actual monies that are on deposit or to be collected.

Future Cost - Estimated cost to replace at a specific future date based upon estimated current replacement cost and the inflation rate applied on a compounded basis for a specified period.

Measurement Basis - The basis for measuring costs for reserve items (sq. yd., linear feet, etc.).

Project Date - The date that the first unit was delivered for occupancy.

Estimated Life - Estimated total life of a reserve component for recurring replacement cycles.

Remaining Life - An estimate of the service life of a particular component made after the first year a reserve item has been in place.

Special Assessment - Supplemental contributions by owners (in addition to the regular contributions) are usually assessed when long-term maintenance or replacements of reserve items are immediate and sufficient funds are not available to pay for these items

Unit - This is an actual residence or condominium.

This financial projection was prepared for the Association by ASCE and is based upon certain assumptions regarding the condition, replacement costs, and estimated useful lives of the components in this study. Estimated replacement costs are based on bids received, prior costs paid, construction costs manuals, and other sources. This study is limited to those components contained herein. Specific components have been omitted as they have useful lives over the scope of this study (30 years), or significant repair and replacement costs are included in the operating budget. Funding has been calculated using a pooled cash flow calculation.

Please do not hesitate to call if you have any questions or require additional information regarding this report.

Sincerely,

Arnold/Sanders Consulting Engineers

David Drab

David Drab
Project Manager

Mark A. de Stefano, PE

Mark A. DeStefano, PE
President / Principal

FL PE 61657
Certificate of Authorization 27383



Digitally signed by Mark A DeStefano
Reason: This item has been electronically signed and sealed by Mark. A. DeStefano, PE, on the date adjacent to the seal using a SHA authentication code. Printed copies of this document are not considered signed and sealed, and the SHA authentication code must be verified on any electronic copies.
Date: 2024.08.19 17:58:29 -04'00'

Palmas Del Sol
Cash Flow Reserve Schedule for Fiscal Year January 1 thru December 31, 2025

Reserve cash flow method	Year 1 2025	Year 2 2026	Year 3 2027	Year 4 2028	Year 5 2029	Year 6 2030	Year 7 2031	Year 8 2032	Year 9 2033	Year 10 2034	Year 11 2035	Year 12 2036	Year 13 2037	Year 14 2038	Year 15 2039	Year 16 2040	Year 17 2041
Beginning Balance	1272607	1269607	1317071	1222885	1179085	1432085	1582085	1847899	2159899	2479899	1108176	1031922	-713078	-538078	-258878	64936	-296890
Projected Outflows	-363000	-312536	-454186	-403800	-107000	-210000	-94186	-48000	-40000	-1731723	-436254	-2105000	-185000	-80800	-36186	-721826	-118000
Annual Reserve Contribution	360000	360000	360000	360000	360000	360000	360000	360000	360000	360000	360000	360000	360000	360000	360000	360000	360000
Ending Cash Balance	**1269607**	**1317071**	**1222885**	**1179085**	**1432085**	**1582085**	**1847899**	**2159899**	**2479899**	**1108176**	**1031922**	**-713078**	**-538078**	**-258878**	**64936**	**-296890**	**-54890**

Description	Year 1 2025	Year 2 2026	Year 3 2027	Year 4 2028	Year 5 2029	Year 6 2030	Year 7 2031	Year 8 2032	Year 9 2033	Year 10 2034	Year 11 2035	Year 12 2036	Year 13 2037	Year 14 2038	Year 15 2039	Year 16 2040	Year 17 2041
Pavement resurface						77716											
Pavement Resurface/Treatment			9186				9186				9186				9186		
Pool/Spa Resurfacing/equipment		37000										37000					
Main Gate																	
Generator																247290	
Bldg. Furniture Replacement				40000										40000			
Clubhouse reno			20000														
Clubhouse Furniture			20000										20000				
Light fixtures/exhaust fans				35000													
Pool Furniture			15000					15000					15000				
Amenity Roof																	
Walkway Painting		35000							35000							35000	
Clubhouse/ AC Units		25000								25000							
Roof Replacement (50 yrs)																	
Painting - Bldgs $650K/bldg												1950000					
Cab refurbish					40000								40000				
Cab ceiling					20000								20000				
Elevator mods and fire sensors (4 by 4)			300000	300000													
Booster Pump		25000										25000					
Doors/Trash rooms				8000				8000				8000				8000	
Painting - Halls & Walls	20000					20000					20000					20000	
Brick pavers - Exterior & Pool Deck			60000										60000				
Railings & Screen Enclosures										1505000							
Ramp Expansion joint				15800										15800			
Landscaping		20000			20000			20000			20000			20000			20000
Boardwalk mangroves										95000							
Walkway Tile		80000					80000					80000					80000
Monument	15000																
Backflow	15000					15000					15000					15000	
Lobby door replacement	18000										18000						
Lobbyrenovation Bldg 1	120000										120000						
Lobby Renovation Bldg 2						170000										170000	
Lobby renovation Bldg 3	170000										170000						
Security Entry System/Fobs		35536														35536	
Fire Alarm Systems																	13000
Fire Panels											59068						
Fire Pump		50000								4723							
Deferred Maintenance*	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000
Clubhouse Shutters/Glass/Storefronts																186000	
Garage paint/refinish										50000							
Structural engineering study										25000							
Stairwell Exhaust Fans			25000										25000				
Restoration allowance SIRS																	

EV stations																	
Lake Fountains					**22000**					**22000**					**22000**		
Totals	**363000**	**312536**	**454186**	**403800**	**107000**	**210000**	**94186**	**48000**	**40000**	**1731723**	**436254**	**2105000**	**185000**	**80800**	**36186**	**721826**	**118000**

Replacement costs are estimat

* See Reserve items listing

* Includes door entry s

Year 18 2042	Year 19 2043	Year 20 2044	Year 21 2045	Year 22 2046	Year 23 2047	Year 24 2048	Year 25 2049	Year 26 2050	Year 27 2051	Year 28 2052	Year 29 2053
-54890	240110	298201	164514	34905	247905	118719	109919	442919	566889	926890	1286892
-65000	-301909	-493687	-489609	-147000	-489186	-368800	-27000	-236030	0	0	0
360000	360000	360000	360000	360000	360000	360000	360000	360000	360001	360002	360003
240110	**298201**	**164514**	**34905**	**247905**	**118719**	**109919**	**442919**	**566889**	**926890**	**1286892**	**1646895**

Year 18 2042	Year 19 2043	Year 20 2044	Year 21 2045	Year 22 2046	Year 23 2047	Year 24 2048	Year 25 2049	Year 26 2050	Year 27 2051	Year 28 2052	Year 29 2053
				77716							
	9186		6609		9186			6030	6030	6030	6030
				37000							
			65000								
						40000					
20000											
					20000						
	35000										35000
15000		2687			15000					15000	
		120000									
					35000						
25000											
			40000								40000
			20000								20000
					300000	300000			156000	156000	156000
				25000							
		8000				8000				8000	
			20000					20000			
					60000						
											1505000
						15800					
		20000			20000			20000			20000
		95000									95000
				80000					80000		
			15000					15000			
			18000								
			120000								
								170000			
			170000								
	248000	146000	10000								
	4723										
5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000
		50000									
		25000									
					25000						

		22000					**22000**				
65000	**301909**	**493687**	**489609**	**147000**	**489186**	**368800**	**27000**	**236030**			

es only….No formal reserve study has been contracted

systems, lighting, common doors, hardware, fixtures, misc building components

INSTR # 2015000075324, Doc Type DOC, Pages 139, Recorded 04/09/2015 at 03:38 PM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $1183.00 Deputy Clerk JWATKINS

This instrument prepared by:
Christopher J. Shields, Esq.
PAVESE LAW FIRM
1833 Hendry Street
Fort Myers, Florida 33901
(239) 334-2195

CERTIFICATE OF AMENDMENT FOR AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF PALMAS DEL SOL AND AMENDED AND RESTATED BYLAWS OF PALMAS DEL SOL CONDOMINIUM ASSOCIATION, INC. AND AMENDED AND RESTATED RULES AND REGULATIONS OF PALMAS DEL SOL CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the undersigned, being duly elected and acting President and Secretary, respectively, of **PALMAS DEL SOL CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation, do hereby certify that the attached Amended and Restated Declaration of Condominium of Palmas Del Sol, the Amended and Restated Bylaws of Palmas Del Sol Condominium Association, Inc., and the Amended and Restated Rules and Regulations of Palmas Del Sol Condominium Association, Inc., were approved, as evidenced by a written statement or ballot manifesting the intention that such be adopted; and

WHEREAS, the Amended and Restated Declaration of Condominium of Palmas Del Sol was approved and adopted by the affirmative vote of not less than two-thirds (2/3) of the Units at a duly noticed special meeting of the Association; and

WHEREAS, the Amended and Restated Bylaws of Palmas Del Sol Condominium Association, Inc., were approved and adopted by the affirmative vote of two-thirds (2/3) of the entire voting interests at a duly noticed special meeting of the Association; and

WHEREAS, the Amended and Restated Rules and Regulations of Palmas Del Sol Condominium Association, Inc., were approved and adopted by the membership at a duly noticed special meeting of the Association; and

WHEREAS, the original Declaration of Condominium for Palmas Del Sol Condominium was recorded in Official Records Book 3122, Page 3693, *et seq.*; and as may have been subsequently amended, in the Public Records of Lee County, Florida; and

WHEREAS, the original Bylaws of Palmas Del Sol Condominium Association, Inc., were recorded in Official Records Book 3122, Page 3760, *et seq.*; and as may have been subsequently amended, in the Public Records of Lee County, Florida.

NOW THEREFORE, IT IS

RESOLVED: The Amended and Restated Declaration of Condominium of Palmas Del Sol, the Amended and Restated Bylaws of Palmas Del Sol Condominium Association, Inc., and the Amended and Restated Rules and Regulations of Palmas Del Sol Condominium Association. Inc., are adopted in the form attached hereto; and

RESOLVED: The Officers and Directors are hereby instructed and authorized to execute the aforementioned documents and cause them to be filed of public record, together with a Certificate of Amendment.

Dated this 19th day of March, 2015.

WITNESSES (2):

Sign: Cynthia J. Sprenger
Print: Cynthia J. Sprenger

Sign: Jessica L. Bauer
Print: Jessica Bauer

PALMAS DEL SOL CONDOMINIUM ASSOCIATION, INC.

Sign: Jim Rollero
Print: Jim Rollero
Title: **President**

WITNESSES (2):

Sign: Cynthia J. Sprenger
Print: Cynthia J. Sprenger

Sign: Jessica L. Bauer
Print: Jessica Bauer

ATTEST:

Sign: Sally Ann Mellenbarf
Print: Sally Ann Mellenbarf
Title: **Secretary**

STATE OF FLORIDA)
COUNTY OF LEE)

THE FOREGOING INSTRUMENT was acknowledged before me this 19th day of March, 2015, by Jim Rollero, **President** of **Palmas Del Sol Condominium Association, Inc.**, who (check one): X is personally known to me OR _____ produced _____ as identification.

(Notary Seal)

CYNTHIA J. SPRENGER
MY COMMISSION # FF 122505
EXPIRES: July 11, 2018
Bonded Thru Budget Notary Services

Notary Public – State of Florida

Sign: Cynthia J. Sprenger
Print: _____
My Commission Expires: _____

STATE OF FLORIDA)
COUNTY OF LEE)

THE FOREGOING INSTRUMENT was acknowledged before me this 19th day of March, 2015, by Sally Mellendorf, **Secretary** of **Palmas Del Sol Condominium Association, Inc.,** who (check one): X is personally known to me OR _____ produced _____ as identification.

(Notary Seal)

Notary Public – State of Florida

Sign: Cynthia J. Sprenger
Print: _____
My Commission Expires: _____

CYNTHIA J. SPRENGER
MY COMMISSION # FF 122505
EXPIRES: July 11, 2018
Bonded Thru Budget Notary Services

AMENDED AND RESTATED

DECLARATION OF CONDOMINIUM

OF

PALMAS DEL SOL

**SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM-
SEE CURRENT DECLARATION OF CONDOMINIUM FOR CURRENT TEXT**

RECITALS:

In a Declaration of Condominium recorded at Official Records Book 3122, Pages 3693-3779, of the Public Records in Lee County, Grosse Pointe Associates, Ltd., a Florida limited partnership, hereinafter referred to as "Condominium Developer" initially submitted Phase 1 of that portion of the Land described on Exhibit "A" attached hereto. Pursuant to the Phasing Plan described under Article 3 of the originally recorded Declaration Phase 1 consisted of one (1) building which contained twenty-two (22) Units and related recreational amenities. Subsequently, pursuant to amendments recorded in Official Records Book 3623, at Page 2720, et seq. The Developer added Phase 2 consisting of one (1) building which contains forty-four (44) Units. Later, the Developer submitted Phase 3 consisting of one (1) building containing forty-four (44) additional Units. Subsequently, on April 30, 2003, the Developer conveyed lands described as Phase 4 which primarily consists of mangroves to the Association. Such deed is recorded at Official Book 3919 at Page 1556. The Declaration has also been further amended in various amendments. These amendments were created by the Developer in an effort to correct scrivener's errors particularly with respect to the Condominium Exhibits as well as to reflect exchange and reassignment of garages. These Amendments are found at Official Records Book 3155 at Page 2385, et seq.; Official Records Book 3176 at Page 0788; Official Records Book 3754 at Page 4145; Official Records Book 4046 at Page 622; Official Records Book 4329 at Page 4085; and Official Records Book 4790 at Page 1805. The Association has also recorded amendments at Instrument No. 2006000063296 and Instrument No. 2013000268206. The entire Condominium now consists of one hundred and ten (110) residential Units and related amenities which are either Common Element property or Association property.

The submission of the land to the condominium form of ownership by these documents is and will remain effective. By adoption of this Amended and Restated Declaration of Condominium (hereinafter "Declaration"), the Association Members hereby adopt certain amendments to the Declaration of Condominium and amendments thereof and hereby restate the Declaration in its entirety. By adoption of this Declaration, the Members of the Association ratify governance of the property described above and in Exhibit "A" hereto under the condominium form of ownership and the provisions of the Condominium Act, as defined in Article 1.1 hereof.

1. DEFINITIONS. As used herein or elsewhere in the Condominium Documents, unless otherwise provided, the terms used shall be as defined in the Act and as herein provided:

1.1 "Act" or "Condominium Act" means the Condominium Act (Chapter 718, Florida Statutes, 2013), as it now exists or as it may be amended from time to time, including the definitions therein contained.

1.2 "Articles" means the Articles of Incorporation as attached hereto as Exhibit "B."

1.3 "Assessment" means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against the Units.

1.4 "Association" means Palmas Del Sol Condominium Association, Inc., a Florida Corporation Not For Profit, the entity responsible for the operation of the Condominium.

1.5 "Association Property" means all real property owned by the Association for the use and benefit of the Unit Owners.

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

1.7 "Building" means the structure in which the Units and portions of the Common Elements are located.

1.8 "Bylaws" mean the Bylaws of the Association as attached hereto as Exhibit "C."

1.9 "Casualty" for the purposes of this Declaration, and not for the purpose of construing coverage between any insurer and insured, means an event which causes damage to the Condominium Property due to some sudden, fortuitous cause, including (but not limited to) fire, flood, hail, wind, rain, vandalism, explosion, or bursting pipes, but does not include progressive decay or corrosion, or slow or continuous leaks.

1.10 "Charge" means any legal or equitable indebtedness or sums owed to or due to the Association, incurred by, or on behalf of, a Unit Owner, other than Assessments for Common Expenses. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Condominium Documents. By way of example, but not limitation, the expense of work undertaken or services performed by the Association pursuant to Articles 9.1of the Declaration are Charges.

1.11 "Common Elements" means and includes:

1.11.1 The portions of the Condominium Property not included within the Units.

1.11.2 Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.

1.11.3 An easement of support in every portion of a Unit which contributes to the support of the Building, including but not limited to all load bearing interior walls within the Units.

1.11.4 The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

1.11.5 Any other parts of the Condominium Property designated as Common Elements in this Declaration.

1.12 "Common Expenses" means those expenses for which Unit Owners are liable to the Association, including but not limited to expenses of administration, maintenance and operation, repair and replacement of Common Elements, Association Property and such other expenses as may be declared expenses either by this Declaration, the Articles of Incorporation, the Bylaws or by the Association. Bulk interior pest control for Units, if provided by the Association, is a Common Expense. Common Expenses include, but are not limited to, such items as cost of premiums for property and public liability insurance, repairs, replacements and expenses of upkeep, lawn and landscape service, utility bills that are not separately metered to individual Units, pool service, recreational facilities and activities, janitor service, accounting and legal fees, wages and fees for managerial and other services, and reasonable and adequate reserves, all as may be required in the maintenance and management of this Condominium. Potable water and sewer service to each Unit is a common expense. The expenses of communications services as defined in Chapter 202, information services or Internet services, are specifically considered a Common Expense, with the costs of said services assessed to all Unit Owners in the Condominium according to a formula based on the ratio that the total interior square footage of each Unit bears to the total interior square footage of all Units in Phase 1, 2 and 3, as permitted by the Act. Common Expenses also include reasonable insurance for Directors and Officers, road maintenance and operation expenses, and security services, which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Common Elements or Condominium Property. Common Expenses also include the expenses of any items or services required by any federal, state, or local governmental entity to be installed, or supplied to the Condominium Property by the Association, including, but not limited to, fire safety equipment or water and sewer service where a master meter services the Condominium.

1.13 "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, above the amount of the Common Expenses.

1.14 "Condominium Documents" means the Declaration, and as amended; the Surveyor's Plat and Site Plans, hereinafter collectively referred to as "the Plat", copies of which were recorded and which may be attached hereto as Exhibit "A"; Articles of Incorporation of Palmas Del Sol Condominium Association, Inc., which are filed with the Florida Division of Corporations and recorded in Official Record Book 3122 at Pages 3746-3756 and as later amended in Official Records Book 3122 at Page 3757-3758; Bylaws attached hereto as Exhibit "B"; and Rules and Regulations attached hereto as Exhibit "C", all as amended from time to

time. The Rules and Regulations need not (but may) be recorded in the County Public Records in order to be valid.

1.15 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit and when the context permits, the term includes all of the appurtenances to the Unit.

1.16 "Condominium Property" means the land and property interests subjected to condominium ownership under this Declaration, all improvements on the land as depicted in the Surveyor's Plat, or replacement thereof of like kind and quality, and alterations or additions made to the Common Elements or Association Property by the Association and all easements and rights appurtenant thereto intended for use in connection with the Condominium. Whenever the term "Condominium Property" is used in the Condominium Documents, it shall also include Association Property which is any real property which is Association Property, unless the context specifically requires otherwise. Additions or alterations made to the Units or Common Elements by Unit Owners (or their predecessors in title) are not part of the Condominium Property.

1.17 "County" means the County of Lee, State of Florida.

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

1.19 "Domestic Partners" means two adults who have chosen to share their lives in a committed relationship that includes a mutual and exclusive commitment to each other's well-being, wherein each partner shares the same permanent address, have no blood relationship that would preclude marriage in the State of Florida, are of the age of legal majority, are jointly responsible for each other's common welfare, share financial interdependence and mutual obligation akin to those of marriage. Domestic Partners shall be considered as married individuals for the purpose of the Declaration.

1.20 "Electronic Transmission" means any form of electronic communication which creates an electronic record/file that may be retained, retrieved, and reviewed by recipients and may be reproduced on the recipient's computer screen or in a readable paper form by recipients using a laser or ink jet printer.

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

1.21.1 One natural person, his spouse or Domestic Partner, if any, and their custodial children, if any.

1.21.2 Not more than two natural persons not meeting the requirement of Article 1.20.1 above, but who customarily and continuously reside together as a single housekeeping Unit, and the custodial children of said parties, if any.

1.21.3 The reference to "natural" herein is intended to distinguish between an individual and a corporation or other artificial entity. "Family member" is a person who resides in a Unit as part of the Owner's Family, but is not a title holder.

1.22 "Fractional Ownership" or "Unit Sharing" means any arrangement (whether written or verbal) whereby multiple individuals, artificial entities, or other combinations acquire title to a Unit (or any other possessory or use right in a Unit) with the intention of allocating use rights among legal or beneficial owners, whether pursuant to verbal or written agreements, regarding the sharing of use and possession rights for a Unit.

1.23 "Guest" means any person who is not the Unit Owner or a Tenant or a member of the Owner's or Tenant's Family, who is physically present on or occupies the Condominium Property on a temporary basis at the expressed or implied invitation of the Owner or other legally permitted Occupant, without the payment of consideration.

1.24 "Insurable Improvements" shall mean the "Buildings" as defined in Article 1.7 of this Declaration, less upgrades or additions by Unit Owners (or their predecessors in title) and those portions of the Condominium Property required by the Act to be insured by the Association. If a Unit Owner has replaced any glass with impact glass which meets the applicable code at the time of such replacement, such glass and its related framework shall be considered part of the Insurable Improvements, unless prohibited by law.

1.25 "Invitee" or "Licensee" shall mean a person or persons expressly or impliedly allowed entry onto the Condominium Property for the purpose of conducting business with a Unit's occupant, or otherwise entering the Condominium Property on a temporary basis at the expressed or implied consent of the Unit Owner or Unit Occupant, including but not limited to contractors, workmen, delivery persons, domestic assistants and health care assistants.

1.26 "Lease," when used in the context of the renting of Units, means the grant by a Unit Owner of a right of use of the Owner's Unit for consideration.

1.27 "Lien for Charges" means a lien which is recorded to secure a Charge.

1.28 "Limited Common Elements" means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of all other Units, as specified in the Declaration. References herein to Common Elements shall include all Limited Common Elements, unless the context would prohibit or it is otherwise expressly provided. Whenever a portion of the Condominium Property naturally and exclusively services a particular Unit, and where the area in question lies outside of the boundaries of the Unit, the delegation of maintenance responsibility for the area (by way of example, but not limitation to, screened porches, air conditioning compressors) shall serve to define the area as a Limited Common Element.

1.29 "Limited Common Expenses" means those expenses affiliated with the maintenance, repair, replacement, or reconstruction after Casualty of a Limited Common

Element, the costs of which are assessed only against the benefiting Unit Owner(s), as authorized by Section 718.113(1) of the Act, and if so provided in this Declaration.

1.30 "Maintenance" shall mean, unless the context of a provision in the Condominium Documents requires otherwise, routine maintenance, ongoing maintenance, preventative maintenance, as well as repair or replacement. The term "maintenance" shall not include repair after casualty, unless the context of a provision in the Condominium Documents requires otherwise. Whenever a Unit Owner is obligated by this Declaration or law to maintain, repair or replace portions of the Condominium Property, the Board of Directors shall have the authority to establish reasonable standards for such maintenance, repair or replacement, including mandating maintenance, repair or replacement of said items, when the Board deems same are reasonably necessary.

1.31 "Master Association" shall refer to Gulf Harbour Master Association, Inc., a Florida Corporation Not For Profit.

1.32 "Member" means the record Owner(s) of legal title to a Unit.

1.33 "Occupant" when used in connection with a Unit, means a person who is physically present in a Unit on two or more consecutive days, including staying overnight for one night.

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

1.35 "Rules and Regulations" means those rules and regulations promulgated by the Board of Directors, governing the use, occupancy, alteration, maintenance, transfer and appearance of Units, Common Elements and Limited Common Elements, and the operation and administration of the Association, subject to any limits set forth in the Declaration of Condominium.

1.36 "Tenant" or "Lessee" means a person occupying a Unit, other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-owner involves consideration, the payment of money, the exchange of goods and services, etc. The term "Tenant" shall be used interchangeably with "Lessee".

1.37 "Unit" means a part of the Condominium Property subject to exclusive ownership.

1.38 "Unit Owner" or "Owner" means the record Owner of a Condominium Parcel.

1.39 "Utility Services" as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

1.40 **"Voting Interests"** means and refers to the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to vote in the Association matters. Each Unit is entitled to one (1) vote per Unit.

2. **STATEMENT OF CONDOMINIUM DECLARATION.** GROSSE POINTE ASSOCIATES, LTD, a Florida Limited Partnership, submitted the property described in Exhibit "A" hereto and as described above to condominium ownership in accordance with Florida Statutes.

3. **CONDOMINIUM NAME.** The name by which this Condominium is identified is "Palmas Del Sol".

4. **UNIT IDENTIFICATION.** The identification of each Unit shall be by number and shall be as indicated on the Plat, Exhibit "A."

5. **SURVEY AND GRAPHIC DESCRIPTION.** A survey of the land previously submitted to condominium ownership and a plat thereof describing each Unit, Common Elements and their relative location and the approximate dimensions of each Unit are as shown on the Surveyor's Plat which is attached as Exhibit "A".

6. **VOTING RIGHTS; OWNERSHIP OF COMMON ELEMENTS.** Each Unit is entitled to one (1) vote per Unit. Notwithstanding, the sharing of Common Expenses and ownership of Common Elements and Common Surplus shall be based upon the interior square footage of a Unit divided by the total interior square footage of all Units in the Condominium. The percentage has been calculated and is set forth in the Amendment adding the last Phase, i.e., Phase 3, in Official Record Book 3811 at Page 1336.

Voting rights may be suspended pursuant to the terms of the Condominium Documents and/or Florida law. Suspension of voting rights shall not affect the basis for which Common Expenses are shared or Common Elements and Common Surplus owned. However, suspended Voting Interests shall be subtracted from the total number of votes required when calculating any required vote or quorum during the period for which said Voting Interest is suspended. The undivided share of ownership of the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or separately hypothecated. As long as the Condominium exists, the Common Elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned by a Unit Owner, pledged or transferred except as an appurtenance to the Units.

7. **EASEMENTS.**

7.1 **Easements.** Each of the following easements and easement rights is reserved through the Condominium Property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium, unless released in connection with termination of the Condominium. None of these easements may be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any lien

encumbering these easements shall automatically be subordinate to the rights of the Unit Owners with respect to such easements.

7.2 **Utility and Other Easements.** The Association, through the Board of Directors, has the power, without joinder of any Unit Owner, to grant, modify or move easements such as electric, gas, cable television, or other communication, information or internet services, or other access, utility or service easements, or relocate any existing easements, in any portion of the Condominium Property or Association Property, as the Board shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units. The Association, through the Board of Directors, may also transfer title to utility-related equipment, facilities or material, and may take any other action to satisfy the requirements of any utility company or governmental agency.

7.3 **Encroachments.** If any Unit encroaches upon any of the Common Elements or upon any other Unit for any reason other than the intentional act of the Unit Owner, or if any Common Element encroaches upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

7.4 **Ingress and Egress.** A non-exclusive easement shall exist in favor of each Unit Owner and Occupant, their respective Guests, Tenants, and Invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portion of the Common Elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

7.5 **Maintenance, Repair and Replacement.** Easements exist through, over and beneath the Units and Common Elements for maintenance, repair and replacement of the Units and Common Elements. Such access to the Units shall be only during reasonable hours except that access may be had at any time in case of emergency.

7.6 **Support.** Every portion of a Unit contributing to the support of the Unit Building shall be burdened with an easement of support for the benefit of all other Units and Common Elements in the Building.

8. **CONDOMINIUM UNITS AND APPURTENANCES.** Condominium Units are those cubicles of space, and all improvements constructed therein identified and described in the Plat, Exhibit "A." The horizontal and vertical boundaries of the Condominium Units shall be as follows:

8.1 The volumes of space enclosed by the unfinished inner surfaces of perimeter walls, floors and ceilings reflected on the Condominium Plat, including vents, doors, windows and such other structural elements as are ordinarily considered to be enclosures of space;

8.2 All interior dividing walls and partitions (including the space occupied by such interior walls and partitions), excepting load-bearing interior walls and partitions; and

8.3 *The decorated inner surfaces of the perimeter and interior walls (including* decorated inner surfaces of all interior load-bearing walls), ceilings and floors consisting of wallpaper, paint, plaster, carpeting, tiles and all other finishing materials affixed or installed as part of the physical structure of the Unit.

Except for the telephone and cable television lines and equipment which are not part of the Common Elements of the Condominium, no pipes, wires, conduits or other utility lines or installations constituting a part of the overall systems designed for the service of any particular Unit, nor any of the structural members or portions of any kind, including fixtures and appliances within the Unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building, shall be deemed to be a part of any Unit. In addition, any utility lines which are located within a Unit and which provide service to more than one Unit shall be considered to be Common Elements, notwithstanding their physical location being with the Unit's boundaries. If a wall or roof surface overhangs or part of a Unit encroaches onto the Common Elements, the overhanging or encroaching specific portion of such Unit shall be a part of the Unit.

8.4 Exclusive Use. Each Unit Owner shall have the exclusive use of his Unit.

8.5 Appurtenances. The ownership of each Unit shall include, and there shall pass with each Unit as appurtenances thereto whether or not separately described, all of the rights, title and interest including but not limited to:

8.5.1 Common Elements. An undivided share of the Common Elements based upon total interior square footage of a Unit divided by the total interior square footage of all Units in Phase 1, 2 and 3.

8.5.2 Easements. For the benefit of the Unit. Provided, however, that the Association may suspend the right to use Common Elements or Association Property and suspend other rights or services as permitted by the Act.

8.5.3 Association Membership and interest in funds and assets held by the Association, provided that funds of the Association are not divisible and may not be separately *hypothecated and further provided that the Association may suspend voting rights and other* incidents of membership as provided by the Act.

8.5.4 Limited Common Elements. The right to exclusive use of the Limited Common Elements designated by this Declaration. Each Unit may have, as Limited Common Elements appurtenant thereto, such portions of the Common Elements as are defined herein and/or shown on the Condominium Plat, including, but not limited to, the following:

(a) any area labeled as a Limited Common Element on the Condominium Plat and contiguous to a Unit or identified as being appurtenant to a Unit, such as, but not necessarily limited to, balconies, terraces, lanais and garage areas;

(b) light and electrical fixtures outside the Unit or attached to the exterior walls of the building in which the Unit is located, which fixtures are designed to exclusively serve and benefit the Unit;

(c) the structure(s) located on or adjacent to the exterior of the building on which is located any air conditioning equipment serving the Unit;

(d) any and all hurricane shutters which are attached to the exterior of the Unit and which are designed and constructed solely for the benefit and protection of such Unit;

(e) the mailbox which exclusively serves a Unit; and

(f) any and all installations for security purposes contained within a building which are designed to exclusively serve the Units contained within such building.

8.6 Easement to Air Space. The appurtenances shall include an exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may be altered or reconstructed from time to time.

9. MAINTENANCE, ALTERATION AND IMPROVEMENTS. Responsibility for the maintenance of the Condominium Property, and restrictions upon the alteration and improvement thereof, shall be as follows:

9.1 Association Maintenance, Repair and Replacement Obligation. Generally, the maintenance, repair and replacement of all Common Elements (except those Limited Common Elements for which this Declaration delegates responsibility to the Unit Owner) and Association Property shall be performed by the Association, and the cost is a Common Expense, except as may otherwise be specifically noted with respect to Limited Common Elements.

9.1.1 General Exterior Maintenance. The Association's maintenance, repair and replacement responsibility shall include Common Elements including , but not be limited to, exterior painting, roofing, maintenance of parking facilities (except as otherwise provided herein to the contrary), and general exterior maintenance, but shall not include maintenance, repair and replacement of Limited Common Elements such as windows, sliding glass doors, hurricane shutters, nor any alteration or addition to the Condominium Property made by a Unit Owner or his predecessors in title, nor any portions of the Condominium Property exposed to the elements for which this Declaration delegates responsibility to the Unit Owner.

9.1.2 Plumbing and Electrical. The Association's maintenance, repair and replacement responsibility includes, except as may be specifically otherwise provided to the contrary, without limitation, all electrical conduits and installations located from (but not including) the circuit breaker outward; electrical conduits and installations located within or outside a Unit for the furnishing of utilities to another Unit, more than one Unit, or the Common Elements; plumbing fixtures and installations located within or outside a Unit for the furnishing of utilities to another Unit, more than one Unit, or the Common Elements. The Association's

maintenance, repair and replacement responsibility does not include electrical fixtures, switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within the Unit and serving only that Unit.

9.1.3 Incidental Damage. If, in connection with the discharge of its maintenance, repair or replacement responsibilities, the Association must remove, disassemble, or destroy portions of the Condominium Property which the Unit Owner is required to maintain, repair, or replace, the Association shall be responsible for reinstallation or replacement of that item, including cabinetry, drywall and moldings, to its unfinished state, and excluding floor coverings, wall coverings, ceiling coverings, paint, wallpaper, paneling, and other finishes, provided that the Association's obligations are limited to the replacement of items that were part of the Condominium Property as originally installed by the Developer, or replacements thereof of like kind and quality, and except in cases of Casualty repair, or repair of damage caused by a covered cause of loss under the Association's applicable insurance policy, which shall be governed by Article 13 of this Declaration. Repair or replacement of all upgrades or additions, even if made by a predecessor in title, shall be the responsibility of the Unit Owner, specifically including but not limited to hurricane shutters which the Association must remove in connection with the maintenance of the Building, although the Association may have shutter reinstallation work performed by its contractor, and the Unit Owner will be responsible for reimbursement to the Association as a Charge.

9.2 Unit Owner Maintenance, Repair and Replacement Obligation. Each Unit Owner is responsible, at his own expense, for all maintenance, repair, and replacement of his own Unit and those Limited Common Elements serving his Unit, if so provided herein, whether ordinary or extraordinary including, without limitation:

9.2.1 Drywall. The Unit Owner shall maintain, repair and replace all drywall situated within the Unit, the finishes thereof (including trim), and the structural framing related thereto, including studs and insulation. In addition, the Unit Owner shall maintain, repair and replace drywall on the interior side of the exterior boundary walls, and the drywall on the ceiling of the Units, if any.

9.2.2 Windows. The Unit Owner shall maintain, repair and replace the window installations. Same includes the window frame and encasement, the plate glass, and all caulking thereof. The Unit Owner shall be responsible for interior window locking and opening mechanisms, the windowsill and glass breakage due to any cause.

9.2.3 Screens and Frames. The Unit Owner shall maintain, repair and replace all window screens, screen doors or balcony screens (including hardware and framing).

9.2.4 Electrical. The Unit Owner shall maintain, repair and replace all electrical fixtures/facilities located within the Unit, which service only the individual Unit which are not maintained by the Association as set forth in Article 9, plus all electrical fixtures, apparatus or installations from and including the circuit breaker inward, which service only that Unit.

9.2.5 Sliding Glass Doors. The Unit Owner shall maintain, repair and replace sliding glass doors and the structural components thereof (including frames and fixed panels), including trim and caulking, subject to the provisions of Article 9.

9.2.6 Unit Front Door. The Unit Owner shall maintain, repair and replace Unit front entry door, except that the Association may paint the exterior or entry doors, subject to the provisions of Article 9.

9.2.7 Other Doors. The Unit Owner shall maintain, repair and replace all other doors and the framing and structural components thereof (including trim, caulking, locks and hardware) within or servicing the Unit, subject to the provisions of Article 9.

9.2.8 Hurricane Shutters. The Unit Owner shall maintain, repair and replace hurricane shutters and the structural components thereof, subject to the provisions of Article 9.

9.2.9 Plumbing and Mechanical. The Unit Owner shall maintain, repair and replace the electrical, mechanical and plumbing fixtures and outlets (including connections) within a Unit and serving only that Unit including sinks, toilets, tubs, showers, shower pans, and all related fixtures and installations.

9.2.10 Appliances. The Unit Owner shall maintain, repair and replace appliances.

9.2.11 Heating and Air Conditioning Equipment; Ductwork. The Unit Owner shall maintain, repair and replace all portions of the heating and air conditioning equipment (including compressors, air handlers, ductwork, freon lines and discharge lines), dryer vents to the point of termination (even if exterior to the Unit), air conditioner discharge lines to the point of termination or connection to another discharge (even if exterior to the Unit).

9.2.12 Floor Coverings. The Unit Owner shall maintain, repair and replace carpeting and other floor covering (including balcony or terrace areas).

9.2.13 Hardware and Locks. The Unit Owner shall maintain, repair and replace door and window hardware and locks.

9.2.14 Other Facilities and Fixtures. The Unit Owner shall maintain, repair and replace all other facilities or fixtures located or contained entirely within a Unit which serve only that Unit.

9.2.15 Plumbing (Incoming). The Unit Owner shall maintain, repair and replace all incoming plumbing from (and including) the shut-off valve (at hot water) inward.

9.2.16 Plumbing (Outgoing). The Unit Owner shall maintain, repair and replace outbound plumbing until the point of connection to a vertical disposal, even if outside the Unit boundary.

Any of the above-described areas that are to be maintained, repaired or replaced by the Unit Owner, or by the Association at the expense of the benefiting Unit(s), if located outside of the boundaries of the Unit, are declared Limited Common Elements. Responsibility for maintenance, repair and replacement of Condominium Property may not coincide with obligation for insurance of Condominium Property, nor its repair after Casualty, or damage from covered cause of loss under the Association's applicable insurance policy, which are governed by Article 12 and Article 13 hereof, respectively.

9.2.17 Exterior Light Fixtures and Outlets. Each Unit Owner shall be responsible for the maintenance, repair and replacement of any wiring and electrical outlets, where applicable, light fixtures affixed to the exterior walls of the building in which the Unit is located, which exclusively serves the Unit. In addition, each Unit Owner shall be responsible for replacing the necessary light bulbs for said fixture(s) by the same color and bulb wattage as originally installed or as determined by the Board.

9.2.18 Terraces, Screens and Screen Supports. Each respective Unit Owner may utilize the portions of the terraces which are constructed adjacent to and connected with a Unit for the exclusive use of such Unit Owner, and the Unit Owner shall be responsible for the maintenance of all items placed within such terraces. In the event such terraces contain screening and structures associated therewith, the Unit Owner shall be solely responsible for the maintenance, repair, replacement and reconstruction of all portions of such screening and the structures associated therewith in accordance with the rules and regulations of the Association; provided, however, the screening of any terrace shall be permitted only in accordance with the applicable provisions of this Declaration and with the prior written approval of the Association. The Unit Owner who owns or has the right to the exclusive use of a terrace shall be responsible for the maintenance, repair and replacement of: terrace floor coverings (the Board may prohibit certain types of floor coverings or require the removal of existing coverings when necessary for the structural preservation of the Building); storm shutters and other enclosures; fixed and/or sliding glass doors and affiliated framing and hardware thereof; the wiring, electrical outlet(s) and fixture(s) on or servicing the terrace; ceiling fans; and the replacement of light bulbs. The Association shall be responsible for structural maintenance, repair and replacement of terrace floors, ceilings, and railings, and also the Building walls enclosed by the terraces. Unit Owners may not puncture (by nails, hooks, screws or otherwise) terrace floors, walls, or ceilings, without obtaining the prior written approval of the Board of Directors. The term "terrace" is used on the Condominium Survey Plats. The term "terrace" shall be synonymous with the term "balcony" or "lanai" as well if used or referred to in these governing documents.

9.2.19 Garages. Each Unit Owner shall maintain the interior portions of the garage area which is permanently assigned for the exclusive use of the Unit Owner in accordance with the rules and regulations of the Association and as follows:

a. each Unit Owner shall be responsible to maintain, repair and replace all portions of such garage area bounded as follows:

1. the volumes of space enclosed by the unfinished inner surfaces of perimeter walls, floors, and ceilings of such garage area,

including vents, interior doors, windows and such other structural elements as are ordinarily considered to be enclosures of space;

2. all dividing walls and partitions (including the space occupied by such interior walls and partitions) located within such garage area, excepting load-bearing interior walls and partitions; and

3. the decorated inner surfaces of the perimeter and interior walls (including decorated inner surfaces of all interior load-bearing walls), ceilings and floors consisting of wallpaper, drywall, paint, plaster, carpeting, tiles, and all other finishing materials affixed or installed as part of the physical structure of the garage area;

b. no installations (excluding construction or installation of shelving or installation of freezer equipment) may be made by a Unit Owner without the prior written consent of the Board of Directors or an architectural control committee created by the Board of Directors pursuant to the Bylaws;

c. the Unit Owner shall be solely responsible for the maintenance, repair and replacement of the automatic garage door opener which is designed to provide access to and from such garage area, and all equipment and appurtenances related thereto (for purposes of reference herein, the Unit Owner shall be the owner of such automatic garage door opener regardless of the fact that such opener is not located within the physical boundaries of the Unit);

d. the Unit Owner shall be solely responsible for the maintenance of all installations and tracks upon which the garage door will rise in order to provide ingress and egress to and from the garage area and all equipment and appurtenances related thereto;

e. the Unit Owner shall be solely responsible for the payment of all costs for providing electric service to the garage area which is permanently assigned to the Unit Owner for such Unit Owner's exclusive use, and shall be solely responsible for the maintenance, repair, replacement and reconstruction of all installations related thereto.

9.2.20 HVAC Equipment. Each Unit Owner shall be solely responsible for the maintenance, repair, and replacement of all air conditioning equipment and all wiring and piping related thereto which serve the Unit and which are constructed on the Limited Common Elements or, as may be applicable, the Common Elements (for purposes of reference herein, the Unit Owner shall be the owner of such air conditioning equipment and wiring and piping related thereto regardless of such equipment, wiring and piping being located outside of the physical boundaries of the Unit).

9.3 Additional Unit Owner Obligations. In connection with his maintenance, repair and replacement obligations, the Unit Owner shall have the responsibility to obtain the prior written approval of the Association, through the Board of Directors, before performing any maintenance, repair or replacement which requires: changes or alterations to the physical appearance of the Condominium Property visible from any exterior vantage; excavation; access to the Building roof; removal, modification or relocation of any interior partitions or walls, whether load-bearing or not; relocation of cabinets or appliances; relocation of utility, plumbing, or electrical installations or fixtures or ductwork; the use of heavy or noisy equipment; such other actions as may cause concern for the peace and safety of the Condominium and its residents or the aesthetics of the Condominium Property, as determined by the Board. The Association may condition such approval on criteria as the Board deems reasonable, including but not limited to:

- Preservation of uniformity of appearance;
- Use of contractor(s) that are properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance. Unit Owners are responsible for the actions of their contractors and warrant to the Association, whether or not specifically made a condition of Association approval (or in cases where no Association approval is required) that all persons coming into the Condominium Property to perform work on or services for the Unit hold all proper licenses, have obtained all proper permits, and carry such insurance as may be required by law or the Board;
- Right (but not duty) of oversight by the Association or its agent;
- The Unit Owner submitting plans as to the scope of the contemplated repair;
- Restrictions as to hours of work;
- Imposition of time limits in which jobs must be completed and prohibitions against major renovations during certain times of year.
- Restrictions regarding equipment that may be parked or stored on or near the Condominium Property during construction and where ingress and egress for construction purposes may take place.
- Restrictions regarding the transport and storage of materials and supplies necessary for the construction to be performed.
- The Unit Owners' agreement to reimburse the Association for any costs reasonably incurred by the Association in connection with its review.

Unit Owners may not engage in "extensive" remodeling work or "heavy" construction activity, except with prior joint approval from the Board of Directors, and then, only during the months of

May through October, inclusive. "Extensive" remodeling and "heavy" construction shall be as defined by the Board of Directors in the rules and regulations from time to time, but, whether so defined or not, shall include, but not be limited to, activities involving the following:

- Activities involving the use of power equipment such as jackhammers, drills, saws, and the like, which create substantial noise, as determined by the Board.
- Activities resulting in the creation of substantial noise that can be heard outside of the Unit, regardless of whether power equipment is used or not, as determined by the Board.
- Activities rendering the Unit uninhabitable during the performance of the work.
- Activities requiring the storage of materials or equipment on the premises outside of the Unit.
- Activities involving the presence of work crews or significant numbers of workers, as determined by the Board.
- Activities requiring the use of scaffolding, booms, or other forms of exterior access.

The Board may waive the prohibition against such work being done in the months of November through April in the case of an emergency or in *de minimus* cases or hardship situations, as determined by the Board, and may permit the temporary staging of scaffolding and other work required for installation or maintenance and repair of hurricane shutters or other hurricane protection.

Nothing shall preclude the Association from acting as the Owner's agent and obtaining the services of contractors to perform Unit Owner maintenance responsibilities in the event of an emergency, or in non-emergency situations, provided that in non-emergency situations, the Association and the Owner so agree, or absent such agreement when such work is deemed necessary, as determined by the Board to facilitate projects involving the Association's maintenance of the Condominium Property. In all such cases the Unit Owner shall be deemed to consent to reimbursement of expenses incurred, secured by such rights as exist for collecting Common Expenses under these Condominium Documents through a Lien for Charges. Unit Owners shall at all times be responsible to ensure, whether or not Association approval is required for work being done within the Unit, that all contractors and other persons performing services for the Unit Owner are properly licensed and insured, including required Worker's Compensation insurance, and that the Condominium Property is kept free from liens. The Unit Owner shall hold the Association harmless from any claim of any nature arising out of failure to comply with this requirement.

9.4 Unit Floor Coverings. Hard and/or heavy surface floor coverings, including, without limitation, tile, marble, or wood, in any area of a Unit, may not be installed without the

prior written consent of the Association, except for in kitchen, bathroom and entry areas which have not been relocated or expanded to areas above the living rooms or bedrooms in the Units below, based on the locations shown in the floor plans attached thereto. The Association shall not approve the installation of hard and/or heavy surface floor coverings for which approval is required, unless the aggregate sound isolation and acoustical treatment carries a minimum Sound Transmission Classification (SIC) of fifty (50) and a minimum Impact Isolation Classification (IIC) of forty-eight (48). The installation of the foregoing materials shall be performed in a manner that provides proper mechanical isolation of the flooring materials for any ridged part of the building structure, whether of the concrete subfloor (vertical transmission) or adjacent walls and fittings (horizontal transmission).

The structural integrity of balconies and terraces constructed of steel reinforced concrete is affected adversely by water intrusion and rust aggravated by the water retention qualities of indoor-outdoor carpet, river rock, and unglazed ceramic tile and its grout. For this reason, no indoor-outdoor carpet or river rock may be used on balconies or terraces, and all tile and its bedding and grout must be adequate material and be applied as to be waterproofed. Any flooring installed by a Unit Owner on a balcony or terrace of a Unit must be installed so as to ensure proper drainage.

9.5 Modifications or Alterations by Unit Owners. No Owner may make or permit the making of any modifications or alterations to any portion of his Unit visible from the exterior of his Unit, or in any manner change the appearance of any portion of the Common Elements, or undertake any structural work or undertake any structural modification or alteration, without first obtaining the written consent of the Board of Directors, which consent shall be denied if the Board determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or whole. "Structural" modifications or alterations include, but are not limited to: relocation of existing electrical, plumbing, ductwork, air conditioning or heating installations; relocation of existing fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges; the removal or modification of any partition, door, window or screen; raising ceilings; or relocating kitchen or bathroom cabinetry. For purposes of this provision, the term "structural" work shall also include the addition, removal, or relocation of any duct work, plumbing line or fixture, any electrical line or fixture, or the removal, modification or creation of any interior partition. Replacement of cabinetry, appliances and fixtures, with substantially equivalent installations, in the same location, shall not be deemed "structural" and shall not require approval of the Association, unless a building or other permit is required. Further, "structural" modifications or alterations shall include any and all work that requires a building permit, an electrical permit, a plumbing permit, a mechanical permit, or similar permit from the appropriate governmental agency, whether or not mentioned above.

The Board may, in appropriate circumstances, require sealed plans from an Architect or Professional Engineer licensed to practice in Florida as a condition of reviewing any requested structural modification, alteration or addition to the Condominium Property. The Board, in reaching its decision, may take into account uniformity of appearance, compatibility with architecture in Palmas Del Sol, the quality of the proposed alteration, reasonable objections of neighboring residents, and such other criteria as the Board may reasonably adopt in reaching its

decision. If the Board determines to permit any modification or alteration which is visible from the exterior of the premises, from any vantage, said modification or alteration must also be approved by the Unit Owners in the manner provided in Article 9.8 of this Declaration, regardless of the cost or expense of such modification or alteration. If any Unit Owner requests approval of any structural modification or alteration, the Association may permit such modification or alteration if same would not materially affect or interfere with the utility services constituting Common Elements, if any, located therein, the structural integrity of the Building or create a nuisance or disturbance to neighboring Units.

9.6 Additional Unit Owner Responsibility for Modifications or Alterations. If a Unit Owner (or his predecessors in title) makes, or has made any modifications or alterations to the interior or exterior of the Unit, Common Elements, or Limited Common Elements, the Unit Owner (and his heirs, successors in title and assigns) shall be financially responsible for the insurance, maintenance, care, preservation, reconstruction, repair or replacement of the modification or alteration and shall execute such documents as the Association may promulgate, if any, accepting said financial responsibility. Any modification or alteration to the Condominium Property made by a Unit Owner may be required to be removed in connection with the Association's maintenance of the Condominium Property. In such cases, the Unit Owner who installed the modification or alteration (and/or their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or re-installation of the item, with said obligation being secured by a right of Lien for Charges of equal dignity to the Common Expense lien created by this Declaration, or alternatively, said Owner may be required to remove and reinstall said modification or alteration, if so determined by the Board of Directors. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent, although the Association may provide for stricter liability standards in contracts with contractors.

9.7 Material Alterations by Association. There shall be no material alterations or substantial additions to the Common Elements or Association real property by the Association, except as authorized by the Board of Directors. Provided, however, that if any such alteration or addition require or obligate the expenditure of Association funds of more than four percent (4%) of the Association's budget for the fiscal year in which the work is authorized, including reserves, the Board shall obtain approval of a two-thirds (2/3) of Voting Interests present (in person or by proxy) and voting at an Association meeting, or by written agreement of two-thirds (2/3) of the entire Voting Interests. Necessary maintenance of the Common Elements, or Association Property regardless of the level of expenditure, is the responsibility of the Board of Directors. Cellular antennae and similar apparatus and apparatus to provide communication services or internet services as provided in Article 1.12, may be placed on the Condominium Property as authorized by the Board.

9.8 Enforcement of Maintenance. If, after reasonable notice, the Owner of a Unit fails to maintain the Unit or other portions of the Condominium Property as required by this Declaration, the Association shall have, without waiver of other remedies, the right to enter the Owner's Unit or Limited Common Elements and perform or cause performance of the

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

9.9 Damage Caused by Conditions of the Condominium Property.

9.9.1 Each Unit Owner shall be liable to the Association and/or other Unit Owners for the expenses of any maintenance, repair or replacement of the Condominium Property, made necessary by his intentional act or negligence, or by that of any member of his Family or his or their Occupants, Guests, Tenants or Invitees. If any condition, defect or malfunction existing within a Unit or Common Elements which the Unit Owner is obligated to insure, maintain, repair, or replace if caused by the Owner's (or his Family member's, Occupant's, Guest's, Tenant's or Invitee's) acts, negligence or failure to comply with the Condominium Documents or applicable law, shall cause damage to the Common Elements, Association Property, or to other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance (including the deductible) and without waiver of any insurer's subrogation rights, provided that such responsibility shall be conditioned on the neighboring Unit(s) being adequately insured based on local standards and conditions. Further, any claim of a Unit Owner against the Association or another Unit Owner relative to damage to the Condominium Property, to the extent the Association or other Unit Owner might otherwise be liable pursuant to the Condominium Documents or applicable law, shall be predicated upon the Unit Owner making the claim being adequately insured based on local standards and conditions, whether or not individual Unit Owner insurance is mandated by the Act. Should any Unit Owner fail to maintain such insurance, any claim will be reduced to the extent such Unit Owner's insurance, if obtained pursuant to the above-described standards, would have provided coverage or compensation for the loss and without waiving any other remedy of the Association regarding Unit Owner insurance requirements. The requirement that the individual Unit Owner obtain insurance shall not be construed to confer any additional liability or responsibility on the Association or other Unit Owners (without limitation, the Association shall not be obligated to obtain proof of Unit Owner insurance), but is intended to require Unit Owners and the Association to respectively insure risks that are customarily experienced in condominiums located in Florida's coastal communities, condominiums in general, including but not limited to damages occasioned by windstorms, hurricanes, tornadoes, floods, rainstorms, bursting pipes, water seepage and leakage, and mold and mildew, regardless of whether such insurance is legally required. If one or more of the Units involved is not occupied at the time a damage incident is discovered (regardless of the cause), the Association may enter the Unit(s) without prior notice to the Owner(s) and take reasonable action to mitigate damage or prevent its spread, at the Unit Owner's expense. The Association may, but is not obligated to, repair the damage without the prior consent of the Owner, in the event of an emergency, and the Owner shall be responsible for reimbursement of the Association, with the cost being secured by a Lien for Charges.

9.9.2 Responsibilities Regarding Unit Components That May Reasonably Be Anticipated To Cause Damage To The Condominium Property If Not Properly Maintained. Certain objects or appliances within the Units or outside the Unit, but serving the

Unit and for which the Unit Owner is responsible (Limited Common Elements), pose a particular risk of damage to the Units they service, other Units, and to Common Elements if they are not properly inspected, maintained, repaired, replaced, and certain precautionary actions taken regularly. Listed below are the components within or serving a Unit which the Unit Owner is responsible to maintain, repair and replace, and which have a high incidence of failure, resulting in possible damage to Units they service, other Units and the Common Elements:

- Water heaters
- Water lines serving toilets, sinks, dishwashers, and washing machines
- Air conditioning equipment
- Water supply hoses

The Unit Owner shall have the following responsibilities in regards to the aforementioned components which have a high incidence of failure:

9.9.2.1 If a Unit is to be unoccupied for greater than forty-eight (48) hours, the main water shutoff valve located outside and in front of the Unit shall be turned off.

9.9.2.2 If a Unit is to be unoccupied for greater than two (2) weeks, the Unit Owner shall have the Unit inspected by a "home watch" service or other responsible person on a weekly basis.

9.9.2.3 If a Unit is unoccupied for greater than one (1) week, the air conditioning thermostat must be set in the "automatic" or "on" position, and at a temperature setting no higher than 80 degrees Fahrenheit, to prevent mold and mildew. The installation of a humidistat is recommended as an added preventive measure, but not mandatory.

9.9.2.4 The water heater must be inspected once (1) a year and shall be replaced as necessary. If a Unit is unoccupied for greater than (1) week, the circuit breaker for the water heater at the electrical panel shall be switched to "off" to minimize damage if there is a leak.

9.9.2.5 All hoses that deliver water to any water connection including, but not limited to, sinks, dishwashers, toilets and washing machines must be replaced with wire braided mesh hoses no later than December 31, 2015, unless a later date is specified by the Board of Directors.

9.9.2.6 The air conditioning equipment servicing the Unit shall be serviced once per year, and the condensation and line(s) shall be flushed/cleaned regularly (and at least annually) to prevent back ups.

9.9.2.7 If Unit damage occurs from failure of a component listed above, or for any other reason whatsoever, it is the obligation of the Unit Owner to notify the Association

immediately. Notice shall be by telephone in the event of an emergency, and shall be confirmed in writing in all instances.

9.9.2.8 Failure by the Unit Owners to perform the duties set forth in Subsections 9.9.2.1-9.9.2.7, inclusive, or to notify the Association of damage, shall create a rebuttable presumption that the Unit Owner was negligent should the listed components fail and cause damage within a Unit, to other Units or to the Common Elements, or should such damage occur due to unreported incidents arising from any source.

9.9.3 Unit Owners are also required to ensure that electricity, and if separately metered, water and sewer, are always available to service the Unit. If Unit Owner fails to maintain Utility Services to Unit, the Association shall have, without waiver of other remedies, the right to enter into the Owner's Unit and Limited Common Element and take any and all lawful actions to make the utilities available to service the Unit, in which event the Unit Owner shall be charged for such activities (including attorneys' fees incurred by the Association) by the Association which shall be secured by a Lien for Charges.

9.10 Combination of Units. Two contiguous Units may, subject to the prior written approval of the Board of Directors, be combined in to a single living space. The Board may disapprove such request, based upon its discretion, and upon a finding that the proposed combination of Units is not in the best interests of the Association. The Board, as a condition of approving the combination of Units, may require sealed plans from an Architect or Professional Engineer licensed to practice in Florida, certifying to the Association that the proposed work affiliated with the Unit combination complies with all applicable laws, codes, and ordinances. The Board may further require such Professional Engineer's or Architect's certification at the end of the work, certifying that said work has been performed in accordance with the plans and specifications, and in accordance with all applicable laws, codes, and ordinances. The Owner (and his successor in title) shall be required to indemnify and hold the Association and Unit Owners harmless for any claim of any nature arising from the combination or reconfiguration of the Unit. Should the Board, in its discretion, determine that the Association must retain independent professionals to review the request, including but not limited to engineers, architects, or attorneys, the Association may also condition approval of the requesting Unit Owner's agreement to reimburse the Association for said fees and expenses. Units which have been combined shall, after combination, be used only as a "single family" residence (including rental rights), and may not be used as two living quarters. The Board may require, as a condition of approval, reasonable insurance be procured, at the expense of the requesting Unit Owner, and the Association may require that such insurance name it as an additional insured. Units which have been combined shall constitute two Units for purposes of sharing Common Expense, ownership of Common Elements, and voting rights. If Units which have been combined are sold, they shall be sold as a single living quarters, unless specifically approved by the Board to the contrary. If combined Units are to be re-configured into two living spaces, the Board shall have the authority, using the same criteria listed above for combination of Units, to approve the reconfiguration. Without limitation, the Board shall have the authority to require plans from an Architect or Professional Engineer licensed to practice in Florida, certifying to the Association, that the reconfiguration of the Units into two living spaces is done is

accordance with all applicable laws, codes, and ordinances and in accordance with the original configuration of the Units.

9.11 Hurricane Protection. The Board of Directors shall adopt hurricane shutter specifications for the Condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code.

The Board may, subject to the provisions of Section 718.3026 of the Act, and the approval of Voting Interests as may be required by the Act, install hurricane shutters or other forms of hurricane protection that complies with or exceeds the applicable building code, or both, except that a vote of the Owners is not required if the maintenance, repair, and replacement of hurricane shutters or other forms of hurricane protection are the responsibility of the Association pursuant to this Declaration.

10. ASSESSMENTS AND CHARGES. Assessments against Owners shall be made by the Board of Directors of the Association, in the manner provided in the Bylaws and as follows, and shall be borne by the Unit Owners on the basis set forth in Article 6 and elsewhere in these Condominium Documents.

10.1 Liability for Assessments and Charges. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale or by deed in lieu of foreclosure, shall be liable for all Assessments and Charges coming due while he/she is the Unit Owner. Except as provided in Article 10.5, any person or entity which acquires title to a Unit shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and Charges against the predecessor for his/her share of the Charges and Assessments, including interest, late fees, attorney's fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. The liability for Assessments or Charges may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments or Charges are made.

10.2 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall incur a late fee and bear interest in an amount as determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law. The Board may accelerate unpaid Assessments in the manner prescribed by law. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such parcel, with interest, late Charges and for reasonable attorney's fees, as well as costs and expenses of collection incurred by the Association incident to the collection of the Assessment or enforcement of the lien. If prohibited by the Act, no lien may be filed by the Association against a Condominium Unit until thirty (30) days after the date on which a notice of intent to file a lien has been delivered to the Owner pursuant to Section 718.121(4) of the Act. The Association may also accelerate all Assessments or Charges which are accrued, but not yet due, in the manner provided by law. The Association's lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall be signed and acknowledged by an Officer or agent of the

Association. Upon recording, the Association's claim of lien shall relate back to the date of the filing of the original Declaration of Condominium. Upon payment in full, the Condominium Parcel is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for Assessments in the manner that a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien.

10.3 Notice of Intention to Foreclose Lien. So long as required by law, no foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments or Charges. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments or Charges, including those which have been accelerated (if applicable) and those coming due after the claim of lien is recorded, are paid before the entry of a final judgment or foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this sub-section are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

10.4 Attachment of Rental Income When Unit is Delinquent. Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws, or applicable law, the Association shall have the following options when payment of Assessments or Charges are in default (more than ten days in arrears). The Association may, without order of the Court, direct rental income (by written notice to the tenant with copy to Unit Owner) from Units in default to be paid directly to the Association until all outstanding Assessments, Charges, other monetary obligations, interest, costs, collection expenses, attorney's fees and receiver's fees, if applicable, are paid in full. As an alternative, the Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct. The Association may choose any of these courses of action, or other remedies as may be prescribed by law or elsewhere in the Condominium Documents, as the Board deems appropriate, without same constituting a waiver or election of remedies.

10.5 First Mortgagee. The priority of the Association's lien and the obligation for payment of past due Assessments or other sums due in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Act.

10.6 Possession of Unit. Any person who acquires an interest in a Unit, except first mortgagees through foreclosure of a first mortgage of record (or deed in lieu thereof), including without limitation persons acquiring title by operation of law, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments

and other Charges due and owing by the former Owner, if any, have been paid. Possession shall be subject to all other Association requirements pertaining thereto.

10.7 Certificate of Unpaid Assessments. Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments against him/her with respect to his/her Unit. The Association, its agents, and counsel shall be entitled to charge a fee for preparing such information, in amounts established by the Board, or in a management agreement between the Association and a Community Association Management Firm, or based on reasonable and customary fees charged by legal counsel.

10.8 Lien for Charges. There is created by this Declaration a common law and contractual lien to secure payment for any service which the Association provides for an individual Unit Owner or expenses which the Association incurs in regard to a Unit Owner and which is not otherwise secured by the statutory lien for Common Expenses. By way of example, but not limitation, a Lien for Charges exists to secure repayment to the Association when it must remove or reinstall Unit Owner alterations or items of Unit Owner insurance, maintenance, repair or replacement responsibility in connection with the Association's discharge of its Common Element maintenance responsibilities, or address emergency situations, such as water extraction from a Unit. The Lien for Charges shall be of equal priority to, shall accrue interest and late fees, and shall be foreclosed in the same manner as the Common Expense lien, including the right to recover attorney's fees, costs and expenses of collection.

10.9 Other Remedies. The Board of Directors shall have the authority to impose such other remedies or sanctions permitted by the Act pertaining to non-payment of monetary obligations to the Association. Without limitation, same include suspension of use rights in Common Elements and Association Property; suspension of voting rights; suspension of the right to serve on the Board; the attachment of rental income; and acceleration.

11. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM. The administration and management of the Condominium shall be by the Association, which shall have by and through its Officers and Directors, such powers, authority and responsibilities as are vested in the Officers and Directors of a corporation not-for-profit under the laws of the State of Florida, including but not limited to those set forth more specifically elsewhere in the Condominium Documents. The Association shall have authority to enter into management and other agreements concerning the matters of common interest through its Officers. The management of the Association and election of the Members to the Board of Directors shall be as set forth in the Bylaws. Without limiting the foregoing, the Association shall have the following rights and powers:

11.1 Access. The irrevocable right of access to each Unit and its appurtenant Limited Common Elements during reasonable hours as may be 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 this Declaration, or as necessary to prevent damage to the Common Elements or to any Unit or Units, or to determine compliance with the terms and provisions of this Declaration, the exhibits annexed hereto, and the Rules and Regulations adopted pursuant

to such documents, as the same may be amended from time to time. A pass key must be provided by the Unit Owner to the Association for each Unit entry door, and as may be applicable air conditioning or utility room or closet, and storage unit. The Association may utilize a master key system. When a Unit Owner must maintain, repair or replace portions of the Condominium Property as provided herein, and which requires access to another Unit for said purpose, the Unit Owner shall have reasonable right of access which shall be administered through the Association, under such terms and conditions as the Board deems prudent under the circumstances. The Unit Owner upon whose behalf access has been obtained shall be obligated for the expense of repairing any damage to the Condominium Property or personal property of the Unit Owner.

11.2 Assessments. The power to make and collect regular and special Assessments and other Charges against Unit Owners and to lease, maintain, repair, and replace the Common Elements and Association Property.

11.3 Delegation. The power to enter into contracts with others, for valuable consideration, for maintenance and management of the Condominium Property and in connection therewith, or to its Officers and agents, to delegate the powers and rights herein contained, including, without limitation, the making and collecting of Assessments and other Charges against Unit Owners, and perfecting liens for non-payment thereof.

11.4 Regulations. The power to adopt and amend Rules and Regulations covering the details of the operation of the Association and use of the Condominium Property.

11.5 Acquisition or Transfer of Real Property; Leasing Common Elements and Association Property. The power to acquire or transfer real property owned by the Association or otherwise convey and mortgage real property for the use and benefit of its Members with the same approval of Unit Owners as needed to amend the Declaration. No Unit Owner approval shall be required to purchase (or mortgage) a Unit through foreclosure or deed in lieu of foreclosure. Leasing of Units, Common Elements or Association Property may be approved by the Board of Directors, as well as the lease fees, use fees, and other fees permitted by the Act or the Condominium Documents.

11.6 Membership Agreements. As provided in Article 15, the power to enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities upon approval of two-thirds ($2/3^{rds}$) of the entire Voting Interests.

11.7 Fees for Use of Common Elements; Other Fees and Deposits. Pursuant to Section 718.111(4) of the Act, the Board of Directors shall have the authority to set use fees for private use of Common Elements or Association Property, as well as the regulations and policies pertaining to such use. The Board of Directors may also establish other fees and deposits determined necessary by the Board. Without limitation, same include: fees for the issuance of parking passes or decals; move in-move out fees and damage deposits (if Association agents or personnel have to prepare the elevators, watch the movers, etc.); fees for architectural/engineer review of renovation/alteration plans; contractor damage deposits; fees

for hurricane preparation (moving furniture from balcony, then closing and opening shutters when Owner is absent from Unit); fees for the costs of procuring extra insurance necessary to protect the Association when the Association's approval of a Unit Owner request, or when otherwise appropriate under the Condominium Documents, results in the procurement of such insurance; and internet service, facsimile service and other services using Association equipment. Nothing in this Declaration shall be construed as obligating the Association to provide any of the aforementioned services.

11.8 Lease of Association Property or Common Elements. The power to lease Association Property or Common Elements, as determined by the Board of Directors, including, but not limited to, the lease of the Building roof area and other Common Elements for antennas or other telecommunications and similar equipment. No use fee may be charged against a Unit Owner for use of the Common Elements or Association Property except fees set by the Board pertaining to an Owner having exclusive use of the Common Elements or Association Property, or as agreed by the Association and the party leasing Association Property or Common Elements, pursuant to an oral or written Lease agreement, or fees authorized by this Declaration.

11.9 Limitation Upon Liability of Association. Notwithstanding the duty to maintain, repair, replace, insure or reconstruct parts of the Condominium Property, the Association is not liable to Unit Owners or any other person for injury or damage, other than for the cost of maintenance and repair of items for which the Association is otherwise responsible, caused by any latent or unknown condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any alterations or improvements done by or on behalf of any Unit Owners, regardless of whether or not same shall have been approved by the Association pursuant to the provisions hereof.

Notwithstanding anything contained herein or in the Condominium Documents or any other document governing or binding the Association, the Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Condominium Property, including, without limitation, residents and their Families, Guests, Tenants, Invitees or for any property of any such persons. Without limiting the generality of the foregoing:

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

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

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

Each Unit Owner and each other person having an interest in or lien upon, or making any use of, any portion of the Condominium Property shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision.

As used in this section, "Association" shall include within its meaning all of the Association's Directors, Officers, Committee Members, and other persons the Association may be required to indemnify, to the extent and limit of such indemnity, and without waiving, reducing or otherwise modifying coverage obligations or subrogation rights of any insurer.

11.10 Disclaimer, Waiver, and Release of Claims Regarding Mold and Mildew. Each Unit Owner acknowledges that the Condominium is located in a hot, humid climate, which is conducive to the growth of mold and/or mildew. The Board of Directors shall have the authority to adopt reasonable Rules and Regulations regarding maximum or minimum temperatures for Units and/or require that the air conditioning to the Units be set within certain temperature and/or humidity ranges and may require Owners to take such further actions as the Board deems advisable to control humidity and mold and/or mildew growth.

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

Each Unit Owner and each other person having an interest in or lien upon, or making any use of, any portion of the Condominium Property shall be bound by this provision and shall be deemed to have automatically waived any and all claims, obligations, demands, damages, causes of action, liabilities losses and expenses, whether now known or hereafter known, foreseen or unforeseen, that such person has, or may have in the future, in law or in equity against the Association, its Officers, Directors, and Committee Members, or any person or entity the Association is obligated to indemnify (and without waiving, reducing or otherwise modifying coverage obligations or subrogation rights of any insurer) arising out of, relating to, or in any way connected with indoor air quality, moisture, or the growth, release, discharge, dispersal or presence of mold and/or mildew or any chemical or toxin secreted therefrom.

11.11 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his/her Unit.

12. INSURANCE. The insurance which shall be carried upon the Condominium Property, including the Units, Common Elements, and Association Property shall be as follows:

12.1 Authority to Purchase Insurance. All insurance policies shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees as their respective interests may appear.

12.2 Coverage.

12.2.1 Property Insurance. Except as otherwise provided herein, the Association shall obtain and maintain fire, wind, general property and extended coverage insurance with a responsible insurance company upon all of the Insurable Improvements of the entire Condominium, including Association Property, the Common Elements (including Limited Common Elements), the Units, and the personal property of the Association, for the replacement value thereof, including coverage for changes in building codes, if reasonably available and determined commercially practicable by the Board, and less a commercially reasonable deductible as determined by the Board, provided the Board may exclude landscaping and exterior improvements not customarily insured by condominium associations in the locality, and foundation and excavation costs, in its discretion. The Association shall determine the replacement value of the Insurable Improvements through independent appraisal, at least every 36 months, so long as required by the Act. The Board shall establish deductibles, at a duly noticed meeting of the Board, and shall give notice of such meeting, and determine the deductibles, as required by the Act, so long as required by the Act. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be reasonably available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11) of the Act. The original policy of insurance shall be held by the Association, and mortgagees shall be furnished, upon request, mortgage endorsements covering their respective interests. The word "Building" or "Insurable Improvement" in every property insurance policy issued to protect a Condominium building does not include: personal property in the Unit or Limited Common Elements; Unit floor, wall, or ceiling coverings; Unit or balcony electrical fixtures; appliances; water heaters; water filters; built-in cabinets or countertops; window treatments, including curtains, drapes, blinds, hardware and similar window treatment components; and replacements of any of the foregoing, which are located within the boundaries of a Unit and serve only one Unit. The Unit Owners shall also be responsible to insure all alterations, modifications or additions made to the Unit, Limited Common Elements, or Common Elements by said Unit Owner, or his predecessor in interest or title.

12.2.2 Flood. The Association shall use its best efforts to obtain and maintain adequate flood insurance, for replacement value, less a commercially reasonable deductible as determined by the Board, and less foundation and excavation costs if determined by the Board. The Association will have discharged its responsibility to use its "best efforts" to obtain "adequate" flood insurance if it is able to purchase flood insurance through the National Flood Insurance Program (NFIP), or through any similar federally-sponsored or related program, or

through private carriers with similar coverage, for premium rates that are generally commensurate with flood insurance premium rates for condominiums in the local area.

12.2.3 Liability Insurance. The Association shall obtain and maintain public liability insurance covering all of the Common Elements and Association Property and insuring the Association and the Unit Owners as their interest may appear in such amount as the Board of Directors may deem appropriate. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The Unit Owners shall have no personal liability upon such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Unit Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage.

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

12.2.5 Worker's Compensation. Such worker's compensation coverage as may be required by law, or deemed advisable by the Board.

12.2.6 Other Insurance. Such other insurance as the Board of Directors may from time to time deem to be necessary, including but not limited to Errors and Omissions Officers and Directors Liability insurance coverage and insurance for the benefit of its employees.

12.3 Deductible and Other Insurance Features. The Board of Directors shall establish the amount of the deductible under the insurance policies, and other features (including but not limited to exclusions), as it deems desirable and financially expedient, in the exercise of its business judgment, and in the method provided by the Act. The deductible and other features shall be consistent with industry standards and prevailing practice for communities of similar size and age, and having similar construction and facilities in the locale where the Condominium Property is situated.

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

12.5 Insurance Shares or Proceeds. Insurance proceeds of policies purchased by the Association covering property losses shall be paid to the Association, and all policies and endorsements thereon shall be deposited with the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares:

12.5.1 Common Elements; Proceeds On Account Of Damage To Common Elements. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Expenses appurtenant to the Unit.

12.5.2 Unit; Proceeds On Account Of Damage To Units Shall Be Held In The Following Undivided Shares.

12.5.2.1 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 relating to the reconstruction and repair for which the fund is established, such balance shall be distributed in the manner elsewhere stated.

12.5.2.2 When The Condominium Building Is To Be Restored. For the Owners of damaged Units in proportion to the costs of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

12.5.2.3 When The Condominium 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 Expenses appurtenant to the Unit.

12.5.2.4 Common Elements and Units. When both Common Elements and those portions of the Unit insured by the Association are damaged by a common occurrence, the proceeds of insurance shall be allocated between damage to Common Elements, Limited Common Elements, and Units as the Board of Directors shall determine. It shall be presumed that when there are insurance proceeds received on account of a common Casualty or covered cause of loss under the Association's applicable insurance policy, but insufficient proceeds for Casualty or covered cause of loss repair (including but not limited to shortfalls occasioned by the existence of a deductible), that such shortfalls shall first be applied to Common Elements damage, and then to damage to Units and Limited Common Elements, it being the intent of this provision that when there is a common Casualty loss or covered cause of loss under the Association's applicable insurance policy causing significant damage to the premises, the shortfalls occasioned by deductibles shall be first apportioned to all Unit Owners in proportion to their share of the Common Elements and not applied first to Unit damage

12.5.3 Mortgages. In the event a mortgage endorsement has been issued as to a Unit, the share of that 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 or not 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.

12.6 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed in the following manner:

12.6.1 *Reconstruction or* Repair. *If the damage for which the proceeds are paid* is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the Unit Owners, or, at the option of the Board, may be deposited in the Association's reserve fund.

12.6.2 Failure to Reconstruct or Repair. If it is determined in the manner provided in Article 13.2 that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed in accordance with the Plan of Termination approved pursuant to Article 17.

12.7 Association as Agent. The Association is irrevocably appointed agent for each Unit Owner and for each Owner of a mortgage or other lien upon any Unit and for each Owner of any other interest in the Condominium Property or any property in which the Association owns an interest, to adjust all claims arising under insurance policies by the Association, and to execute and deliver releases upon the payment of such claim.

13. RECONSTRUCTION AFTER CASUALTY. If any part of the Condominium Property shall be damaged by Casualty or covered cause of loss under the Association's applicable insurance policy, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

13.1 Common Elements. If the damaged improvement is any of the Common Elements, the damaged Common Element shall be reconstructed or repaired, unless the Condominium is to be terminated as provided elsewhere herein.

13.2 The Building.

13.2.1 Lesser Damage. If the damage renders less than 50% of the Units in the Condominium uninhabitable, as determined by the Board of Directors or governmental agencies of jurisdiction, the damaged property shall be reconstructed or repaired.

13.2.2 Major Damage. If the damage renders more than 50% of the Units in the Condominium uninhabitable, as determined by the Board of Directors or governmental agencies of jurisdiction, the damaged property will be reconstructed or repaired, unless 75% of the entire Voting Interests in the Condominium agree in writing that such reconstruction or repair shall not take place. The decision whether or not to reconstruct or repair shall be made within one hundred eighty (180) days after the Casualty or covered cause of loss under the Association's applicable insurance policy, provided however that the Board of Directors shall have the authority to extend this period for decision-making, not to exceed three (3) years, to deal with exigencies in communication with Unit Owners caused by natural disasters or other significant casualties, or to deal with delays in obtaining information regarding reconstruction costs or insurance proceeds available for reconstruction.

13.2.3 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Building, as set

forth in the plans and specifications for the Building, or if not, then according to plans and specifications approved by the Board of Directors, regardless of whether it is a material alteration or substantial addition as described in Article 9.7 and no vote of the Unit Owners shall be required. However, if the application of a governmental regulation or code requires that a building be elevated to or above the base flood elevation when it is reconstructed, the plans and specifications must be approved by all record owners and all record lienholders. Such approvals must be obtained within three (3) years after the casualty, and if such approvals are not obtained, the Condominium shall be terminated in accordance with the procedures in Article 17.

13.2.4 Definition of "Uninhabitable". For purposes of this Declaration, "uninhabitable" shall mean that the Board of Directors has concluded that the Condominium Property which the Association is required to insure cannot be restored to the condition (or a better condition) in which it existed prior to the Casualty or covered cause of loss under the Association's applicable insurance policy through available insurance proceeds, plus a special assessment against each Unit Owner not to exceed 10% of the average fair market value of the Units, as determined by the Board. This calculation shall not include costs affiliated with those items the Unit Owner is obligated to repair or replace, at the Unit Owner's expense. A governmental agency's declaration or order that the Condominium Property may not be occupied for a defined period of time due to safety concerns shall not conclusively establish that Units are uninhabitable, provided that the Units can be made safe for occupancy pursuant to the standards set forth above. In the event of a dispute as to whether or not Units are "habitable", a resolution enacted by the Board shall be binding on all parties, unless wholly arbitrary or contrary to law.

13.3 Responsibility. All reconstruction work after a Casualty or covered cause of loss under the Association's applicable insurance policy for damaged items that the Association insures shall be undertaken by the Association, except that a Unit Owner may undertake reconstruction work on portions of the Unit with the prior written consent of the Board of Directors. However, such work, and the disbursement of insurance proceeds, may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, the contract that is used for that purpose, and reasonable verification of appropriate steps to ensure that the work is done and that the contractor is paid for the performance of said work. Unit Owners shall be responsible for reconstructing those items that the Unit Owners are required to insure. All required governmental permits and approvals must be obtained prior to commencing reconstruction. Assessments for the cost of the work shall be set forth in Article 13.5 below. If an Owner fails to repair and reconstruct those items that the Unit Owner is responsible for under this Declaration, the Association shall have, without waiver of other remedies, the right to proceed in accordance with Article 9.8, in which event the Unit Owner shall be charged for the costs of such activities (including attorney's fees incurred by the Association) by the Association which shall be secured by such rights as exist for collecting Common Expenses under these Condominium Documents i.e., a Lien for Charges.

13.4 Estimates of Costs. After a determination is made to rebuild or repair damage to property for which the Association or Unit Owner has the responsibility of reconstruction and repair, the Association or Unit Owner shall obtain promptly reliable and detailed estimates of the cost to rebuild or repair.

13.5 Assessments. The cost of reconstruction after Casualty for those portions of the Condominium Property required to be insured by the Association shall be considered a Common Expense, pursuant to Section 718.111(11)(j) of the Act. However, any cost of repair, reconstruction or replacement of portions of the Condominium Property that is not caused by a Casualty or covered cause of loss under the Association's applicable insurance policy, as determined by the Board of Directors, shall be repaired, and said costs allocated pursuant to the general maintenance, repair, and replacement provisions of this Declaration.

13.6 Damage Caused By Wear and Tear of the Condominium Property. Damage to the Condominium Property that is not caused by a Casualty as defined in Article 1.9 or covered cause of loss under the Association's applicable insurance policy, shall be repaired or replaced in accordance with the provisions of Article 9 and shall not be subject to this Article 13.

13.7 Termination of Condominium if Not Reconstructed. If the Owners vote not to reconstruct the Condominium by vote described in Article 13.2.2 hereof, the Condominium shall be terminated in accordance with the procedures set forth in Article 17 hereof.

13.8 Additional Board Authority. In addition to Board authority granted by law and the Condominium Documents, the Board shall have the following power and authority in *connection with emergency conditions:*

13.8.1 To determine after a Casualty whether the Units can be safely occupied, which decision shall not be conclusive as to the determination of habitability in Article 13.2. Such decision shall be based upon the advice of emergency management officials or a licensed professional.

13.8.2 To declare any portion of the Condominium Property or Association Property unavailable for occupation by Owners, Family members, Tenants, or Guests after a Casualty, including during the rebuilding process. Such decision by the Board shall be based upon the advice of emergency management officials or a licensed professional (such as an engineer) and can be made only if necessary to protect the health, safety, or welfare of the Association, Owners, Family members, Tenants, or Guests.

13.8.3 To mitigate damage and take action to prevent the spread of fungus (including but not limited to mold and mildew) by tearing out wet drywall and carpet (even if the Unit Owner is obligated to insure and/or replace those items) and to remove personal property *from the Unit and dispose of damaged property or store such property onsite or at an offsite* location, with Owners responsible for reimbursing the Association for items for which the Owner is responsible but which may be necessary to prevent further damage. The Association shall bear no liability for such actions, if taken in good faith.

13.8.4 To contract on behalf of Unit Owners, with said Owners responsible to reimburse the Association, for items for which the Owner is responsible but which may be necessary to prevent further damage. Without limitation, this includes debris removal, dry-out of Units and replacement of damaged air conditioners when necessary to provide climate control in

the Units. The Unit Owner shall be responsible to reimburse the Association within ten (10) days of the Association's invoice. The Association's right to payment shall be secured by a Common Expense Lien as provided in the Act and actions to collect such sums shall entitle the Association to recover interest, late fees, attorney's fees, and other costs and expenses of collection.

13.8.5 To implement a disaster plan prior to, during or after an impending disaster including, but not limited to, shutting down elevators, electricity, security systems, and air conditioners.

13.8.6 To adopt, by Board action, emergency assessments with such notice deemed practicable by the Board.

13.8.7 To adopt emergency Rules and Regulations governing the use and occupancy of the Units, Common Elements, Limited Common Elements, and Association property, with notice given only to those Directors with whom it is practicable to communicate.

13.8.8 To enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

13.8.9 To exercise all emergency powers set forth in the Act.

14. USE RESTRICTIONS. Use of the property submitted for condominium ownership shall be in accordance with the following use restrictions and reservations:

14.1 Units. Each Unit shall at any time be occupied by only one family, its servants and guests, as a residence and for no other purpose. No business, commercial activity or profession may be conducted from any Unit, nor may the name of the condominium or the address of any be publicly advertised as the location of any business. This restriction shall further not be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his Unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his Unit as one would do in a typical home office, which is permitted. Such uses are expressly declared customarily incident to residential use. This Section 14.1 is, however, intended to prohibit commercial or business activity by a Unit owner which would unreasonably disrupt the residential ambiance of the building, or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of the condominium by persons making deliveries or pick-ups, by employees or other business associates, or by customers and clients. No more than six (6) persons may permanently occupy a Unit. For purposes of these condominium documents, "permanently occupy" means to sleep in the Unit for more than fourteen (14) nights during a calendar year. No Unit may be divided or subdivided into a smaller Unit nor any portion sold or otherwise transferred. No person may occupy a Unit as a Unit owner, tenant, or family member thereof (i.e. occupy the Unit on an overnight basis for more than fourteen (14) days in a calendar year) unless said person's occupancy has been specifically approved by the Association, through the Board of Directors. In considering such requests, the Board may consider factors set forth in Article 15 hereof, and may charge a

reasonable fee for review of occupancy requests. Units may not be used for commercial or business purposes. Any other person, not a permanent occupant, who will occupy a Unit for less than fourteen (14) days in a calendar year, must register at the Association office within seventy-two (72) hours of arrival.

14.2 Nuisance. The Condominium Property shall not be used for any immoral, improper or unlawful purpose and no use or behavior shall be allowed which will create a public or private nuisance, nor which shall unreasonably interfere with the quiet possession or enjoyment of the Condominium Property, nor which becomes a source of annoyance to the Condominium residents, or which will increase insurance rates. All property shall be kept in a neat and orderly manner. The Common Elements shall be used for the purpose of furnishing services and facilities as herein provided for the welfare and enjoyment of such residents. The Condominium Property shall be used in accordance with all federal, state, and local laws and ordinances.

14.3 Signs. Other than "for sale,""for rent," or an "open house" sign that has been pre-approved by the Board in writing, no person may post or display any signs, banners, and the like, in the window of any Unit nor anywhere outside the Unit on the Condominium Property. The foregoing includes signs on the interior of a Unit which are visible from the exterior of the Unit. If any sign is erected in violation of this provision, the Board shall have the right to remove it.

14.4 Motor Vehicles; Parking. No motor vehicle (which by definition includes "motorcycles") shall be parked anywhere on the Condominium Property except within the Unit's enclosed garage or a designated parking area. No trucks, commercial vehicles, other than service vehicles temporarily present on business, nor any boats or boat trailers, may be parked on the Condominium Property except completely within an enclosed garage with the garage door in the closed position. Semitrailers, house trailers, campers, travel trailers, mobile homes, motor homes, recreational vehicles, and the like, and any vehicles not in operable condition or validly licensed, may not be kept on the Condominium Property. For the purpose of the foregoing sentence, the term "kept" shall mean present for either a period of six (6) consecutive hours or overnight, whichever is less. All vehicles of guests shall be parked in the Owner's assigned garage or designated guest parking areas. Parking space is a premium and designated guest parking spaces are intended only to be used by non-overnight guests and overnight guests who are visiting a Unit for periods not to exceed fourteen (14) days. While the Board has the discretion to allow guests who are visiting for periods of more than fourteen (14) days to park the otherwise compliant vehicle in guest designated parking areas, the Board may require guests who are visiting for periods of more than fourteen (14) days to move the vehicle to an alternate designated parking area situated by the pool and the clubhouse. Unit Owners, tenants, guests who are occupying more than fourteen (14) days and any other residents may not park their vehicles in spaces or areas designated for guest parking.

(A) ***"Commercial Vehicles"*** means all vehicles of every kind whatsoever, which from viewing the exterior of the commercial markings, signs, lettering, displays, equipment, inventory, apparatus or otherwise indicates a commercial use.

(B) ***"Trucks"*** means any motor vehicle which is designed or used principally for the carriage of goods and includes a motor vehicle to which has been added a cabinet box, a bed, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passengers, whether or not said cabinet box, bed, platform or rack has been enclosed by a cap, "topper" or other enclosure. This definition shall specifically permit or allow non-commercial "pickup trucks" which have a ¾ ton or less bed carrying capacity, have overall dimensions which do not exceed 230" in length, 82" in width and 72" in height, and which do not contain oversized wheels or tires, elevated suspensions or modified sport or enhanced after-market equipment, and shall allow passenger "custom" and like mini-vans (provided same are not "commercial" vehicles, as defined above) currently marketed under the following manufacturers name plates: Chrysler Town & Country, Toyota Sienna, Nissan Quest, Honda Odyssey, Kia Sedona, and all other vehicles of similar design and custom passenger vans. The term truck shall not include "Jeeps" and other similar SUVs if same do not have a cabinet box, bed, platform, box or rack, as described above and if same are not "non-passenger" vehicles, as described below; such as Ford Explorers, Chevrolet Suburbans, Jeep Cherokees, Honda Pilots, Toyota Highlanders and the like.

(C) ***"Campers"*** means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreation or temporary housing of people or their personal property.

(D) ***"Trailers"*** means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.

(E) ***"Mobile Homes"*** means any structure or device of any kind whatsoever, which is not self-propelled but which is transportable as a whole or in sections, which is manufactured, designed, marketed or used as a permanent dwelling.

(F) ***"Motorcycle"*** means any motor vehicle on two or three wheels propelled by an engine of ½ horsepower or more and shall include "ATV's", motorscooters, motorcycles, and mopeds powered by engines of ½ horsepower or more.

(G) ***"Motor Homes"*** or ***"Recreational Vehicle"*** means any vehicles which are self-propelled, built on a motor vehicle chassis, and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria and which contain shower facilities, restroom facilities, and full cooking facilities shall be considered motor homes.

(H) No vehicle which is not currently licensed or cannot operate on its own power shall remain on the premises for more than twenty-four (24) hours. As used in this section, the term licensed shall mean that the vehicle displays, at all times, a license plate or license tag to which is affixed a sticker indicating that the vehicle is currently

registered with the State of Florida or other state as the case may be. The Board, or any of the Board's agents, who has reasonable cause to believe that a vehicle is unable to operate on its own power shall affix a sticker thereto notifying the owner of the vehicle that it is considered to be in violation of the condominium rules and regulations. The owner of such vehicle shall have twenty-four (24) hours from the date and time affixed to the sticker to respond to the Board or its agent and demonstrate that the vehicle can operate on its own power. If the owner cannot so demonstrate or if the owner does not contact the Board, the vehicle may be towed, at the discretion of the Board of Directors, at the owner's expense.

(I) A speed limit of fifteen (15) miles per hour applies through the condominium property. Unnecessary vehicle noises are not permitted on Condominium Property.

(J) Vehicle maintenance is not permitted on the condominium property. For purposes of this section, vehicle maintenance shall include, but not be limited to, changing of oil and other fluids, engine maintenance or repair, body maintenance or repair. Cleaning the interior of the vehicle, waxing and checking fluid levels is permissible. Exterior vehicle washing is permitted. Emergency repairs to vehicles such as changing a flat tire is allowed.

(K) In order to ensure the accessibility to the condominium property by fire, ambulance and other emergency personnel, the Board of Directors shall have the authority to establish parking policies. Said restrictions shall become enforceable upon providing each owner with notice thereof either through written notice to the owners or the posting of signs.

(L) No vehicles may be parked in front of their assigned garage area. Unit Owners must park their vehicles inside their assigned garage and when a Unit is leased, the Unit Owner must remove their vehicle(s) so as to allow the tenant(s) to use the assigned garage for parking of tenant(s) vehicle. All garage doors shall be kept closed at all times except when entering or exiting the garage area or when the Unit Owner is physically present in the garage. Any owner desiring to paint the garage door assigned to the Unit shall only use paint of the type and color specifically designated by the Board. Further, the Association may require an Owner to paint such garage door if, in the reasonable discretion of the Association, the garage door is in need of repainting. All garages are intended for use as a parking and storage area for vehicles, tools, and other personal items in the customary manner for a residential dwelling. No garage may be converted to living or other use that is not described in the preceding sentence.

14.5 Outdoor Cooking and Barbequing. No individual barbeque grills or cooking apparatus shall be permitted anywhere on the condominium property, except in the designated grill area or in other areas as permitted by the Board. No propane or gas cylinder tank(s) larger than 2.7 lbs (1.2 kg) each of 5.4 lbs (2.4 kg) aggregate for multiple cylinder tanks may be stored in the garage or in any Unit.

14.6 Flags. Any Unit owner may display one (1) portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

14.7 Guest Occupancy. A "guest" is defined as a person who enters upon the condominium property at the invitation of a Unit owner, (or their respective families) for the purpose of visiting the Unit owner (or his respective family), or utilizing the condominium property. Guests are generally not permitted to bring a pet of any kind to the condominium, except that overnight guests may bring one (1) dog which weighs less than forty (40) pounds for a period not to exceed seven (7) days. Under no circumstances may any overnight or non-overnight guest keep or bring any dog onto Condominium Property which exceeds the forty (40) pound weight limitation. Use or visitation without consideration (payment) distinguishes a guest usage from a tenancy. There are various types of guest uses, which are regulated as follows:

(A) Non-Overnight Visitation by Guests When Unit Owner is in Residence. There is no restriction against this type of guest usage, provided that same does not create a nuisance or annoyance to other condominium residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict guest visitation relative to convicted felons, including by not limited to registered sex offenders. Non-overnight guests need not be registered with the Association. Non-overnight guests shall be entitled to use the condominium facilities only when accompanied by the Unit owner (or an adult resident member of the Unit owner's family). The Board may establish additional restrictions on non-overnight guest usage of condominium facilities, such as maximum numbers of guests who may use common facilities, maximum numbers of common facility usages per guest, and the like. Guests are not permitted to use the facilities unless the owner is in residence.

(B) Overnight Guests When Unit Owner is in Residence. Unit owners (and their respective family) may have related or unrelated overnight guests, so long as the Unit owner is in simultaneous residence. There is no requirement for registration of overnight guests with the Board. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Under no circumstances may more than eight (8) adults (including the Unit owner, and his family) sleep overnight in any Unit.

(C) Non-Overnight Guests in the Absence of the Unit Owner. Unit owners are not permitted to have non-overnight guests when the Unit owner is absent from the condominium. Unit owners may have their Units inspected by caretakers, family members, etc. However, such individuals shall not be permitted to use condominium facilities, such as recreational facilities.

(D) Overnight Guests in the Absence of the Unit Owner. Unit owners are permitted to have overnight guests in the absence of the Unit owner subject to the following conditions, and such other rules and regulations as may be deemed necessary by the Board to effectuate the residential, non-transient nature of this condominium.

(1) Non-Related Overnight Guests in the absence of the owner will be limited to two (2) occupancies per calendar year. The limitation of Unit density in Article 14.8(B) applies. Ten (10) days prior notice to the Association is required.

(2) Related Overnight Guests may occupy a Unit in the absence of the owner. For the purpose of this clause, "related" means all persons who are staying in the Unit on an overnight basis, in the absence of the owner, are related to the Unit owner or primary occupant (by blood, marriage, or adoption) to the following degree: parent, grandparent, child, grandchild, or sibling. The limitation on Unit density in Article 14.8(B) applies. Ten (10) days prior notice to the Association is required.

(E) Additional Board Authority. The Board may promulgate such rules, policies, and procedures as are necessary to implement this Article. In the event that Unit owners are suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as guest occupancies, the Association may require proposed guest occupants to submit proof of familial/relationship, an affidavit as to absence of payment for the right to occupy the premises, and the like.

14.8 Hazardous and Flammable Materials. No flammable, combustible, or explosive fluid, chemical or substance shall be kept on the Property, except such as are required for normal household use.

14.9 Animals. A Unit or Unit Owner shall not keep, raise or breed any pet or other animal, livestock or poultry upon any portion of the Condominium Property. A Unit Owner may keep either one (1) domesticated dog or one (1) domesticated cat, each of which may not exceed forty (40) pounds in weight. The Board is empowered to adopt additional rules and to prohibit anyone from keeping a breed of dog that the Board considers to be a vicious or dangerous breed of dog. A Unit Owner may keep a reasonable number of tropical fish in takes in his/her Unit. No birds, whether caged or not, may be kept in a Unit. No pets shall be kept outside of a Unit or in any screened balcony, terrace or lanai unless someone is physically present in the Unit. No pet shall be allowed to roam freely outside of a Unit. When outside of the Unit, pets must either be hand carried or tethered to a leash and under the control and supervision of a responsible adult at all times. Unit Owners shall immediately pick up and remove any solid waste deposited by their pet. The Unit Owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having an animal in Palmas Del Sol. If a dog or any other animal becomes obnoxious to the Unit Owners by barking or otherwise, the Unit Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Unit Owner, upon written notice by the Association, will be required to permanently remove the animal from Palmas Del Sol. Tenants and guests are not permitted to keep or harbor any pets. The Association, by and through the Board, may promulgate additional and more stringent rules and regulations from time to time designated other ruse necessary to regulate pets.

14.10 Additional Restrictions. Attached as Exhibit "C" are the Rules and Regulations, which may be amended from time to time by the Board of Directors. Amendments

to the Rules and Regulations may, but need not be recorded in the Public Records. Additional use restrictions are also contained elsewhere in the Condominium Documents.

15. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial Unit Owners who are financially responsible, and thus protect the value of the Units, the use and transfer of Units by any Owner shall be subject to the following provisions as long as the Condominium exists upon the land, which provisions each Unit Owner covenants to observe:

15.1 Forms of Ownership:

15.1.1 Ownership by Individuals. A Unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

15.1.2 Co-Ownership. Co-ownership of Units may be permitted. If the co-owners are other than husband and wife or Domestic Partners, the Board shall condition its approval upon the designation of one approved natural person as "Primary Occupant." The use of the Unit by other persons shall be as if the Primary Occupant was the only actual Owner. Any changes in the Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one change in Primary Occupant will be approved in any calendar year. No time share estates may be created. "Unit Sharing" by multiple families and "Fractional Ownership" are prohibited.

15.1.3 Ownership by Corporations, Partnerships, Limited Liability Companies, Trusts, or Other Artificial Entities. A Unit may be owned in trust, or by a corporation, partnership, limited liability company, or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the Unit may be used as a short-term or transient accommodations for several entities, individuals or families as a timeshare, a shared Unit, fractional ownership, or used as Guest accommodations for employees, customers, or Guests of Units owned by business entities, religious, or charitable organizations, and the like. The approval of a partnership, trustee, corporation, limited liability company, or other entity as a Unit Owner shall be conditioned upon designation by the Owner of one natural person to be the "Primary Occupant." The use of the Unit by other persons shall be as if the Primary Occupant were the only actual Unit Owner. The Primary Occupant shall be the person entitled to vote on behalf of the Unit, and exercise rights of membership. Any change in this Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one change in designation of Primary Occupant will be approved in any twelve (12) month period.

15.1.4 Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved as provided below. In that event, the life tenant shall be the only Member from such Unit, and occupancy of the Unit shall be as if the life tenant were the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant shall be liable for all Assessments and Charges against the Unit. Any vote, consent, or approval required by the Condominium Documents or law may be given by the life tenant alone, and the vote,

consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights.

15.2 Transfers Subject to Approval.

15.2.1 Sale or Other Transfer. No Unit Owner may dispose of a Unit or any interest in same by sale or other title transfer, without prior written approval of the Board of Directors. No Unit Owner may dispose of a Unit or any interest therein by other means (including agreement for deed, installment sales contract, lease-option, or other similar transactions) without prior written approval by the Board of Directors.

15.2.2 Gift. If any Unit Owner is to acquire his title by gift, his ownership of his Unit shall be subject to the prior approval of the Board of Directors. Notice must be given at least thirty (30) days prior to the intended closing or title transfer date.

15.2.3 Devise or Inheritance. If any person shall acquire his title by devise, inheritance, through other succession laws, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors.

15.2.4 Other Transfers. If any Unit Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of such Unit shall be subject to the approval of the Board of Directors. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors under the procedures outlined below.

15.3 Approval by Association. The approval of the Association that is required for the transfer of ownership of Units shall be obtained in the following manner:

15.3.1 Notice to Board of Directors.

15.3.1.1 Sale or Other Transfer. A Unit Owner intending to make a bona fide sale or other title transfer of his Unit or any interest in it, including gifts, transfers to artificial entities, and the grant of partial estates, shall give to the Board of Directors notice of such intention, together with the name and address of the intended grantee, an executed copy of the purchase contract and its exhibits, or other documentation evidencing the transfer and such other information concerning the intended grantee and the transaction as the Board of Directors may reasonably require. The Board may require, without limitation, credit history, a criminal background investigation, past residency or employment verification, personal references, and a personal interview with the purchaser(s) and all proposed Unit Occupants.

15.3.1.2 Devise or Inheritance. A Unit Owner who has obtained his title by devise or inheritance, or operation of succession laws, shall give to the Board of Directors notice of the acquiring of his title, together with such information concerning the Unit Owner as the Board of Directors may reasonably require (including that set forth in Article 15.3.1.1 hereof), and a certified copy of the instrument evidencing the Owner's title.

15.3.1.3 Failure to Give Notice. If the above required notice to the Board of Directors is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Board of Directors at its election and without notice may approve or disapprove the transaction or ownership. If the Board of Directors disapproves the transaction or ownership, the Board of Directors shall proceed as if it had received the required notice on the date of such disapproval.

15.3.2 Certificate of Approval.

15.3.2.1 Sale or Other Title Transfer. If the proposed transaction is a sale or other prospective title transfer, then within thirty (30) days after receipt of such notice and information, including a personal interview if requested by Board of Directors, the Board of Directors must either approve or disapprove the proposed transaction.

15.3.2.2 Devise or Inheritance. If the Unit Owner giving notice has acquired his title by devise, inheritance, or through succession law, then within thirty (30) days after receipt of such notice and information, including a personal interview if requested by the Board of Directors, the Board of Directors must either approve or disapprove the continuance of the Unit Owner's ownership of his Unit.

15.3.2.3 Approval of Occupant. If the grantee is a corporation, partnership, trust, limited liability company, some other entity, or more than one individual who are not husband and wife or Domestic Partners, the approval of ownership by the corporation, partnership, trust, other entity, or multiple persons shall be conditioned upon approval of a Primary Occupant.

15.4 Disapproval by Board of Directors. If the Board of Directors shall disapprove a transfer or continuance of ownership of a Unit, the matter shall be disposed of in the following manner:

15.4.1 Sale or Other Arms-Length Transaction to Bona Fide Third Party. If the proposed transaction is a sale or other arms-length transfer to a bona fide third party purchaser, and has been disapproved without good cause, as described in Article 15.4.3, then within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors, or the Association itself, who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

15.4.1.1 At the option of the Association to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Unit Owner and the other of whom shall be appointed by the 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 shared by the parties.

15.4.1.2 The purchase price shall be paid in cash. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later. If the Association shall fail to itself purchase the Unit, or provide a purchaser, or if a purchaser furnished by the Association or the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval.

15.4.2 Gifts; Devise; Inheritance; Familial Transfers. If the Unit Owner giving notice has acquired or will acquire his title by gift, devise, inheritance, or succession laws or in any other manner, and if the Board wishes to disapprove the transfer or continuance of ownership without good cause, then within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Board of Directors shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors (including the Association itself) who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

15.4.2.1 The sale price shall be the fair market value determined by agreement between the grantor and grantee within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, or where transfers are made for less and bona fide value, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Association and the other of whom shall be appointed by the Unit Owner, 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 shared by the parties.

15.4.2.2 The purchase price shall be paid in cash. The sale shall be closed within ten (10) days following the determination of the sale price. If the Association shall fail to purchase the Unit or provide a purchaser, or if the Association or a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such transfer ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

15.4.3 Disapproval for Good Cause. Disapproval of title transfers or the continuation of ownership pursuant to this Article 15, shall be made by the Board of Directors, if it is determined that the potential Unit Owner does not facially qualify for membership in the Association, or if the proposed transaction will result in a violation of the Condominium Documents. Only the following may be deemed to constitute good cause for disapproval on the grounds that the proposed purchaser does not facially qualify for membership in the Association or the proposed transaction will result in a violation of the Condominium Documents:

15.4.3.1 The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed Occupants) intends to conduct himself in a manner inconsistent with the *Condominium Documents*;

15.4.3.2 The person seeking approval (which shall hereinafter include all proposed occupants) has been convicted of or has pleaded no contest to:

(a) a felony involving violence to persons, theft, arson or destruction of property within the past twenty (20) years; or

(b) a felony demonstrating dishonesty or moral turpitude within the past ten (10) years; or

(c) a felony involving illegal drugs within the past ten (10) years; or

(d) any other felony in the past five (5) years; or

(e) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction occurred.

15.4.3.3 The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction occurred or when that label occurred;

15.4.3.4 The person seeking approval is currently on probation or community control;

15.4.3.5 The person seeking approval intends to purchase the Unit without paying at least ten percent (10%) of the purchase price, excluding closing costs, in cash or in some form that would result in a first mortgage secured by the Unit with a loan to value ratio (based upon the bona fide sale price) in excess of ninety percent (90%);

15.4.3.6 The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this Condominium or other residences as a Tenant, Occupant, Guest or Owner;

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

15.4.3.8 The Unit Owner requesting the transfer has had fines assessed against him or her which have not been paid; or,

15.4.3.9 All Assessments and other Charges against the Unit have not been paid in full.

If the Board disapproves a transfer for good cause, the Association shall have no duty to purchase the Unit or furnish an alternate purchaser, and the transaction shall not be made, or if made, shall be rescinded in the manner determined by the Board.

15.5 Transfer Fee. The Association may Charge a processing fee for the approval of transfers of title. The fee may not exceed the maximum permitted by law per transaction. The Association or its authorized agent may also charge a reasonable fee for the preparation of a certificate, commonly known as an estoppel certificate, stating all assessments and other monies owed to the Association by the Unit Owner with respect to the Condominium Parcel. The fee for the preparation of such certificate shall be established by a written resolution of the Board or provided for in a management, bookkeeping, or maintenance contract.

15.6 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association or other mortgagee approved that acquires its title as the result of owning a first mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, or through foreclosure proceedings. However, a transferee of a first mortgagee shall be required to be approved by the Association and comply with all other terms of the Condominium Documents as a condition of ownership and holding title to a Unit in Palmas Del Sol.

15.7 Unauthorized Transactions. Any sale, lease, mortgage or other transfer of ownership or possession not authorized pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Association.

15A. Leasing of Units. All leases of Units or rentals of Units must be in writing. A Unit owner may lease or rent only his entire Unit, and then only in accordance with this Section. The privilege to rent or lease may be revoked by the Board of Directors if it is abused by the Unit owner, or the owner fails or refuses to follow the required procedures.

15A.1 Procedures.

(A) Notice. An owner intending to sell or rent his Unit must give to the Board of Directors (or its designee) written notice of such intention at least fifteen (15) days prior to the starting date of the proposed transfer together with the name and address of the proposed transferee, and other information about the transferee or the sale that the Board may reasonably require.

(B) Failure to Give Notice. Any lease entered into without notice in violation of the above provisions shall, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the transferee by summary proceedings without securing consent to such eviction from the Unit owner.

15A.2 Term of Lease and Frequency of Leasing. The minimum lease or rental term is three (3) consecutive months or ninety (90) days whichever is greater. The Board is empowered to make an exception to the minimum lease or rental term, and only where written permission is

requested and granted prior to any said occupancy. No subleasing or assignment of lease or rental rights by the lessee is allowed.

15A.3 Occupancy During Lease Term. When a Unit is leased or rented, no pets are permitted.

15A.4 Use of Common Elements and Common Areas. To prevent overtaxing the facilities, unless prior approval by the Board of Directors is obtained, a Unit owner whose Unit is leased or rented may not use the recreation or docking facilities during the lease term.

15A.5 Regulation by Association.

(A) All of the provisions of the condominium documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a Unit as a lessee, tenant, or guest to the same extent as against the owner. The Association may require lessees or tenants to post a security deposit as provided by law to protect against damage to the common elements. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the condominium documents, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease or rental agreement, whether oral or written, and whether specifically expressed in such agreement or not.

(B) The Board of Directors shall have the authority to approve all leases which authority may be delegated to a committee of Unit owners or the Association's management company. The Board shall have the authority to promulgate or use a uniform lease or rental application and require such other information from the proposed buyers or transferees as is appropriate under the circumstances. The Board shall have the right to delegate the screening of proposed tenants to a committee, or a commercial tenant screening concern. The Association may charge a fee for consideration of lease applications which shall not exceed the maximum fee prescribed by law.

(C) All leases or rentals shall be on a uniform form of lease if so promulgated by the Association. Uniform leases and all others will provide or shall be deemed to provide that the tenants have read and agreed to be bound by the various restrictions contained in the Declaration of Condominium, Articles of Incorporation, Bylaws of the Association, and Rules and Regulations (hereinafter "documentary regulations"). The uniform lease and other leases shall further provide or be deemed to provide that any violation of the applicable documentary regulations shall constitute a material breach of the lease and subject the tenant to eviction. If a tenant fails to abide by the applicable documentary regulations, the Unit owners shall be responsible for the conduct of the tenant. The Unit owner shall have the duty to bring his tenants' conduct into compliance with the documentary regulations by whatever action is necessary, including without limitation, the institution of eviction proceedings. If the Unit owner fails to bring the conduct of the tenant into compliance with the documentary regulations, the Association shall have the

authority to act as agent of the owner to undertake whatever action is necessary to abate the tenants' noncompliance with the documentary regulations, including without limitations, the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have the right to recover any costs or fees, including attorney's fees incurred in connection with such actions from the Unit owner in the same manner as common expense charges.

(D) Upon receipt of all information and fees required by Association, the Association shall have the duty to approve or disapprove all proposed occupancy transfers, whether it be a sale or a lease, within fifteen (15) days of receipt of such information for approval. All requests for approval not acted upon within fifteen (15) days shall be deemed approved. If the Association disapproves a proposed transfer or lease of the Unit, the owner shall receive a short statement indicating the reason for the disapproval, and the transfer shall not be made. The Association shall have no duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application if any denial is based upon any of the following reasons:

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

(2) The application for approval on its face, or the conduct of the applicant, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium. By way of example, but not limitation, an owner allowing a tenant or transferee to take possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions.

(3) The person or occupants seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium as a tenant, Unit owner or occupant of a Unit.

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

(5) All assessments, fines and other charges against the Unit have not been paid in full.

(6) The proposed occupant makes any material misrepresentation during the application process, which shall justify retroactive disapproval of the application upon discovery of the misrepresentation.

16. METHOD OF AMENDMENT OF DECLARATION. Except as elsewhere provided otherwise, this Declaration may be amended in the following manner:

16.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, a majority of the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

16.2 Proposed Amendment Format. Proposals to amend the existing Declaration of Condominium shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM. SEE ARTICLE NUMBER FOR PRESENT TEXT."

16.3 Notice. The subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

16.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of two thirds (2/3rds) of those Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of two thirds (2/3rds) of the entire Voting Interests. Amendments correcting errors, omissions or scrivener's errors may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

16.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Lee County Public Records according to law.

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

16.7 Proviso. No amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such apartment shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

17. TERMINATION.

17.1 The Condominium may be terminated under any one of the following alternatives:

17.1.1 Termination Because of Economic Waste or Impossibility. Notwithstanding anything to the contrary in this Declaration, the condominium form of ownership may be terminated by a plan of termination approved by the percentage of Voting Interests necessary to amend the Declaration when:

- the total estimated cost of repairs necessary to restore the improvements to their former condition or bring them into compliance with applicable laws or regulations exceeds the combined fair market value of all Units in the Condominium after completion of the repair; or

- it becomes impossible to operate or reconstruct the Condominium in its prior physical configuration because of land use laws or regulations.

It is the intent of this provision to incorporate Section 718.117(2) of the Act.

17.1.2 Optional Termination. Except as provided in Article 17.1.1, the condominium form of ownership may be terminated pursuant to a plan of termination approved by at least eighty percent (80%) of the total Voting Interests of the Condominium if not more than ten percent (10%) of the total Voting Interests of the Condominium have rejected the plan of termination by negative vote or by providing written objections thereto. It is the intent of this provision to incorporate the provisions of Section 718.117(3) of the Act.

17.1.3 Very Substantial Damage. If the Condominium suffers major damage as defined in Article 13, which shall mean that more than one-half the Units in the Condominium are rendered uninhabitable as determined in the sole discretion of the Board of Directors, the Condominium may be terminated if seventy-five percent (75%) of the total Voting Interests in the Condominium vote to approve a plan of termination.

17.1.4 Mortgage Lienholders. Notwithstanding any provision to the contrary in this Declaration or Chapter 718, approval of a plan of termination by the holder of a recorded mortgage lien affecting a Condominium Parcel is not required unless the plan of termination would result in less than the full satisfaction of the mortgage lien affecting the Condominium Parcel. If such approval is required and not given, a holder of a recorded mortgage lien who objects to a plan of termination may contest the plan as provided in Section 718.117(16) of the Act.

17.2 Procedures for Termination and Sale. The termination of the Condominium via either of the methods set forth in 17.1.1 through 17.1.3 herein shall be as set forth in Section 718.117(4) – (20) of the Act.

17.3 Amendment. This Article 17 may be amended in the same manner in which this Declaration may be amended generally, as set forth in Article 16.

18. CONDEMNATION.

18.1 Awards. The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a Casualty to the portion taken, and the awards for that taking shall be deemed to be proceeds from insurance on account of the Casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association, and if any fail to do so, a special assessment shall be made against a defaulting Unit Owner in the amount of this award, or the amount of the award shall be set off against any sums payable to that Owner.

18.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be decided in the same manner as repair after Casualty as set forth in Article 13 hereof.

18.3 Distribution of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a Casualty. If the Condominium is not terminated after condemnation, the size of the Condominium may be reduced. The Owners of condemned Units, if any, will share in awards and special assessments as provided below.

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

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

18.5.1 Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.

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

18.5.3 Adjustment of Shares in Common Elements. If the floor area of a Unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the shares of all Unit Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

18.6 Units Not Habitable. If the taking of any entire Unit or so reduces the size of the Unit that it cannot be made habitable, the award for the taking of the Unit shall be used for

the following purposes in the order stated, and the following changes shall be effected in the Condominium:

18.6.1 Payment of Award. The condemnation award immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagee(s).

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

18.6.3 Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner and to recondition the remaining portion of the Unit, the amount required for those purposes shall be raised by special assessment against all of the Unit Owners who will continue as Owners of any Unit after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Expenses after the changes effected by the taking.

18.7 Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, may be returned to the Unit Owners or used by the Association as the Board may determine.

18.8 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements that are necessitated by condemnation shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Board.

19. COMPLIANCE AND DEFAULT.

19.1 Duty to Comply; Right to Sue. Each Unit Owner, his Family, Tenants, Guests, Invitees and all Unit Occupants and the Association shall be governed by and shall comply with the provisions of the Condominium Act and the Condominium Documents. Action for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a Unit Owner against:

19.1.1 The Association;

19.1.2 A Unit Owner; or

19.1.3 Anyone who occupies a Unit as a Unit Owner, Family member, Tenant, Occupant or Guest. Unit Owners shall be jointly and severally liable for violations of the Condominium Documents by their Family members, Tenants, Guests, Invitees and Unit Occupants.

19.2 Attorney's Fees. In any legal proceeding arising out of an alleged failure of a Unit Owner, Family member, Tenant, Guest, Invitee Unit Occupant or the Association to comply with the requirements of the Condominium Act or the Condominium Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and a reasonable attorney's fee before trial, at trial and on appeal.

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

19.4 Waiver of Application of Condominium Documents. The Association shall have the right to waive the application of one or more of the covenants or restrictions of the Condominium Documents, or to permit a deviation from said covenants or restrictions, as to any Unit where, in the discretion of the Board, hardship circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event the Association fails to enforce violation of said covenants or restrictions, such actions or inactions shall not be deemed to prohibit nor restrict the right of the Association, or any other person having the right to enforce said covenants or restrictions, from insisting upon strict compliance with respect to all other Units, nor shall any such actions be deemed a waiver of any of the covenants or restrictions contained in the Condominium Documents as same may be applied in the future.

19.5 Notice of Lien or Suit.

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

19.5.2 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, or impose liability on the Association, such notice to be given five (5) days after the Unit Owner receives actual knowledge thereof.

19.5.3 Failure to Comply. Failure of an Owner to comply with this Section 19.5 will not affect the validity of any judicial suit; however, the failure may render the Owner liable to any party injured by such failure.

20. MASTER ASSOCIATION. The Condominium is located within a larger development known as Gulf Harbour (the "Development"). All Unit Owners in the Condominium, by virtue of ownership of their Units, shall automatically become members of the Gulf Harbour Master Association, Inc., a Florida corporation (the "Master Association"), shall be obligated to pay

assessments to such Master Association, and shall be subject to all terms, conditions, restrictions, limitations and other matters set forth in the Declaration of Covenants, Conditions and Restrictions for the Master Association (the "Master Declaration"), the Articles of Incorporation and Bylaws of the Master Association, and the Rules and Regulations of the Master Association, as any or all of the same may be amended from time to time. The Master Association and its designees shall have various easements over, under, and through the Condominium Property as set forth herein and in the Master Declaration.

21. MISCELLANEOUS PROVISIONS.

21.1 Covenants Running with the Land. The covenants and restrictions as herein contained, or forming a part of the Condominium Documents, shall be deemed to run with the land.

21.2 Savings Clause. If any provision of the Condominium Documents hereto, as the same now exist or as may be later amended or any portion thereof, shall be held invalid by any Court, or other governmental agency with proper authority to so hold, the validity of the remainder of said Condominium Documents shall remain in full force and effect.

21.3 Heirs, Successors and Assigns. These Condominium Documents shall be binding upon the heirs, nominees, successors, administrators, executors and assigns of all Unit Owners.

21.4 Notices. All notices shall be given as provided in the Bylaws.

21.5 Compliance with Fair Housing Laws. There shall be no limitation upon sale, lease, or occupancy of any Unit based upon race, creed, color, sex, religion, national origin, handicap, or familial status. The Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Condominium Documents, when necessary to afford handicapped individuals the opportunity to enjoy the Condominium premises, or to comply with other legal requirements.

21.6 Conflicts. In the event of a conflict between any provision of the Condominium Documents and the Florida Condominium Act, the Condominium Act shall control, except in cases where the Act permits the Condominium Documents to regulate the subject, in which case the Condominium Documents will control. In the event of a conflict between this Declaration and the other Condominium Documents, same shall be governed as provided in the Bylaws.

21.7 Interpretation. The Board of Directors shall be responsible for interpreting the provisions of the Condominium Documents. The Board's interpretations shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Association's legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the interpretation is valid.

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

21.9 Waiver. No provisions contained in the Condominium Documents shall be deemed to have been waived because of any failure to enforce the same, irrespective of the number of violations or breaches, which may occur.

21.10 Plurality; Gender. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

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EXHIBIT "A" TO DECLARATION

Legal Description and Plot Plan

K&T SURVEY GROUP, INC.
LAND SURVEYORS & MAPPERS

2726 Swamp Cabbage Court
Fort Myers, Florida 33901
Phone (941) 274-0991
Fax (941) 274-0992

DESCRIPTION
of Palmas Del Sol Condominium - Overall Parcel
lying in Section 30, Township 45 South, Range 24 East,
Lee County, Florida

A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 30, Township 45 South, Range 24 East, being a part of Tracts "E" and "N", Gulf Harbour Yacht and Country Club subdivision as recorded in Plat Book 55, pages 6 through 27, Public Records of Lee County, Florida, and being further bounded and described as follows:

COMMENCING at the southwest corner of said Section 30 and the southwest corner of said Tract "N" of Gulf Harbour Yacht and Country Club; thence along the west line of said Section 30 and said Tract "N" N.01°03'43"W. for 762.61 feet to the POINT OF BEGINNING of the parcel herein described; thence N.88°56'17"E., for 133.62 feet; thence S.38°10'36"E., for 119.76 feet to the boundary of said Tract "N"; thence along said boundary of Tract "N" for the following five (5) courses: 1) N.81°54'06"E. for 40.32 feet; 2) S.84°54'30"E., for 91.45 feet; 3) S.82°36'09"E., for 113.18 feet; 4) S.29°42'26"E., for 25.42 feet; 5) S.83°58'13"E., for 126.66 feet to the westerly right-of-way line of Compass Point Drive of Gulf Harbour Yacht and Country Club Phase One as recorded in Plat Book 56, pages 1 through 4, Public Records of Lee County, Florida; thence along said westerly right-of-way line N.01°13'13"W., for 97.95 feet to the point of curvature of a curve to the right, having: a radius of 25.00 feet, a central angle of 90°00'00", a chord bearing of S.43°46'47"W. and a chord length of 35.36 feet; thence leaving said westerly right-of-way line along the arc of said curve, an arc length of 39.27 feet to the point of tangency of said curve; thence S.88°46'47"W., for 30.59 feet to the point of curvature of a curve to the right, having: a radius of 175.00 feet, a central angle of 65°27'20", a chord bearing of N.58°29'33"W. and a chord length of 189.23 feet; thence along the arc of said curve, an arc length of 199.92 feet to the point of tangency of said curve; thence N.25°45'53"W., for 211.54 feet; thence N.37°58'42"W., for 224.45 feet; thence N.19°09'36"W., for 208.79 feet; thence N.35°40'25"E., for 147.43 feet; thence N.83°50'56"E., for 267.29 feet; thence N.62°17'01"E., for 636.60 feet to the southwest corner of Lot 38 of said Gulf Harbour Yacht and Country Club Phase One; thence along the westerly line of said Lot 38 N.10°23'21"E., for 22.07 feet to the point of curvature of a curve to the left, having: a radius of 25.00 feet, a central angle of 73°04'41", a chord bearing of N.26°09'00"W. and a chord length of 29.77 feet; thence continue along said westerly line and the arc of said curve, an arc length of 31.89 feet to the end of said curve; thence continue along said westerly line N.12°55'53"W., for 116.46 feet; thence leaving

OR3122 PG3732

said lot line continue N.12°55'53"W. for 199 feet, more or less, to the Mean High Water line of the Caloosahatchee River; thence westerly along said Mean High Water line for 1120 feet, more or less, to an intersection with said west line of Section 30, bearing N.01°03'43"W. from the Point of Beginning; thence along said west line of Section 30 S.01°03'43"E., for 1286 feet, more or less, to the point of beginning;
parcel contains 20.69 acres, more or less;
said parcel subject to all easements, rights of way and restrictions of record;
bearings are based on the west line of said Section 30 being N.01°03'43"W.

Prepared by:

K & T Survey Group, Inc.

Elizabeth F. Gaines, Professional Surveyor and Mapper
Florida Certificate No. 4576

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

/5694.DOC

OR3122 PG3733

K&T SURVEY GROUP, INC.
LAND SURVEYORS & MAPPERS

2726 Swamp Cabbage Court
Fort Myers, Florida 33901
Phone (941) 274-0991
Fax (941) 274-0992

DESCRIPTION
of Palmas Del Sol Condominium, Phase 1
lying in Section 30, Township 45 South, Range 24 East,
Lee County, Florida

A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 30, Township 45 South, Range 24 East, being a part of Tracts "E" and "N", Gulf Harbour Yacht and Country Club subdivision as recorded in Plat Book 55, pages 6 through 27, Public Records of Lee County, Florida, and being further bounded and described as follows:

OR3122 PG3734

COMMENCING at the southwest corner of said Section 30 and the southwest corner of said Tract "N" of Gulf Harbour Yacht and Country Club; thence along the west line of said Section 30 and said Tract "N", N.01°03'43"W. for 762.61 feet to the POINT OF BEGINNING of the parcel herein described; thence N.88°56'17"E., for 133.62 feet; thence S.38°10'36"E., for 119.76 feet to the boundary of said Tract "N"; thence along said boundary of Tract "N" for the following five (5) courses: 1) N.81°54'06"E. for 40.32 feet; 2) S.84°54'30"E., for 91.45 feet; 3) S.82°36'09"E., for 113.18 feet; 4) S.29°42'26"E., for 25.42 feet; 5) S.83°58'13"E., for 126.66 feet to the westerly right-of-way line of Compass Point Drive of Gulf Harbour Yacht and Country Club Phase One as recorded in Plat Book 56, pages 1 through 4, Public Records of Lee County, Florida; thence along said westerly right-of-way line N.01°13'13"W., for 97.95 feet to the point of curvature of a curve to the right, having: a radius of 25.00 feet, a central angle of 90°00'00", a chord bearing of S.43°46'47"W. and a chord length of 35.36 feet; thence leaving said westerly right-of-way line along the arc of said curve, an arc length of 39.27 feet to the point of tangency of said curve; thence S.88°46'47"W., for 30.59 feet to the point of curvature of a curve to the right, having: a radius of 175.00 feet, a central angle of 65°27'20", a chord bearing of N.58°29'33"W. and a chord length of 189.23 feet; thence along the arc of said curve, an arc length of 199.92 feet to the point of tangency of said curve; thence N.25°45'53"W., for 211.54 feet; thence N.37°58'42"W., for 224.45 feet; thence N.19°09'36"W., for 208.79 feet; thence N.35°40'25"E., for 147.43 feet; thence N.83°50'56"E., for 12.97 feet; thence N.17°37'02"W., for 227.39 feet; thence S.72°51'33"W., for 49.77 feet; thence S.69°41'22"W., for 106.99 feet, thence S.70°31'47"W., for 56.77 feet; thence S.37°36'48"W., for 36.09 feet; thence S.00°15'03"W., for 72.02 feet; thence S.00°23'02"W., for 112.23 feet; thence S.32°31'10"W., for 48.65 feet to the west line of said Section 30; thence along said west line of Section 30, S.01°03'43"E. for 604.65 feet to the Point of Beginning of the parcel herein described;
parcel contains 5.91 acres, more or less;

said parcel subject to all easements, rights of way and restrictions of record; bearings are based on the west line of said Section 30 being N.01°03'43"W.

Prepared by:

K & T Survey Group, Inc.

Elizabeth F. Gaines, Professional Surveyor and Mapper
Florida Certificate No. 4576

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

/5694-1.DOC

OR3122 P63735

K & T SURVEY GROUP, INC.
LAND SURVEYORS & MAPPERS

2726 Swamp Cabbage Court
Fort Myers, Florida 33901
Phone (941) 274-0991
Fax (941) 274-0992

DESCRIPTION
of Palmas Del Sol Condominium, Phase 2
lying in Section 30, Township 45 South, Range 24 East,
Lee County, Florida

A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 30, Township 45 South, Range 24 East, being a part of Tracts "E" and "N", Gulf Harbour Yacht and Country Club subdivision as recorded in Plat Book 55, pages 6 through 27, Public Records of Lee County, Florida, and being further bounded and described as follows:

COMMENCING at the southwest corner of said Section 30 and the southwest corner of said Tract "N" of Gulf Harbour Yacht and Country Club; thence along the west line of said Section 30 and said Tract "N", N.01°03'43"W. for 1367.26 feet; thence leaving said west line, N.32°31'10"E. for 48.65 feet; thence N.00°23'02"E. for 112.23 feet; thence N.00°15'03"E. for 72.02 feet; thence N.37°36'48"E. for 36.09 feet; thence N.70°31'47"E. for 56.77 feet; thence N.69°41'22"E. for 106.99 feet; thence N.72°51'33"E. for 49.77 feet to the POINT OF BEGINNING of the parcel herein described; thence continue N.72°51'33"E., for 55.85 feet; thence N.77°24'17"E. for 98.83 feet; thence N.69°39'45"E. for 121.79 feet; thence S.17°37'02"E. for 269.85 feet; thence S.62°17'01"W. for 27.13 feet; thence S.83°50'56"W. for 254.31 feet; thence N.17°37'02"W. for 227.39 feet to the Point of Beginning of the parcel herein described;
parcel contains 1.59 acres, more or less;
said parcel subject to all easements, rights of way and restrictions of record;
bearings are based on the west line of said Section 30 being N.01°03'43"W.

OR3122 PG3736

Prepared by:

K & T Survey Group, Inc.

Elizabeth F. Gaines, Professional Surveyor and Mapper
Florida Certificate No. 4576

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

/5694-2.DOC

K & T SURVEY GROUP, INC.
LAND SURVEYORS & MAPPERS

2726 Swamp Cabbage Court
Fort Myers, Florida 33901
Phone (941) 274-0991
Fax (941) 274-0992

DESCRIPTION
of Palmas Del Sol Condominium, Phase 3
lying in Section 30, Township 45 South, Range 24 East,
Lee County, Florida

A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 30, Township 45 South, Range 24 East, being a part of Tracts "E" and "N", Gulf Harbour Yacht and Country Club subdivision as recorded in Plat Book 55, pages 6 through 27, Public Records of Lee County, Florida, and being further bounded and described as follows:

COMMENCING at the southwest corner of said Section 30 and the southwest corner of said Tract "N" of Gulf Harbour Yacht and Country Club; thence along the west line of said Section 30 and said Tract "N", N.01°03'43"W. for 1367.26 feet; thence leaving said west line, N.32°31'10"E. for 48.65 feet; thence N.00°23'02"E. for 112.23 feet; thence N.00°15'03"E. for 72.02 feet; thence N.37°36'48"E. for 36.09 feet; thence N.70°31'47"E. for 56.77 feet; thence N.69°41'22"E. for 106.99 feet; thence N.72°51'33"E. for 105.62 feet; thence N.77°24'17"E. for 98.83 feet; thence N.69°39'45"E. for 121.79 feet to the POINT OF BEGINNING of the parcel herein described; thence continue N.69°39'45"E. for 6.91 feet; thence N.72°45'10"E. for 168.73 feet; thence N.72°22'58"E. for 116.54 feet; thence N.72°35'45"E. for 126.38 feet; thence N.69°03'37"E. for 121.93 feet; thence N.75°17'23"E. for 75.31 feet to the northwest corner of Lot 38 of Gulf Harbour Yacht and Country Club Phase One as recorded in Plat Book 56, pages 1 through 4, Public Records of Lee County, Florida; thence along the west line of said Lot 38, S.12°55'53"E. for 116.46 feet to a point on a curve to the right, having: a radius of 25.00 feet, a central angle of 73°04'41", a chord bearing of S.26°09'00"E. and a chord length of 29.77 feet; thence continue along said west line and the arc of said curve, an arc length of 31.89 feet to the point of tangency of said curve; thence continue along said west line S.10°23'21"W. for 22.07 feet; thence S. 62°17'01"W. for 609.47 feet; thence N.17°37'02"W. for 269.85 feet to the Point of Beginning of the parcel herein described:
parcel contains 3.02 acres, more or less;
said parcel subject to all easements, rights of way and restrictions of record;
bearings are based on the west line of said Section 30 being N.01°03'43"W.

Prepared by:

K & T Survey Group, Inc.

Elizabeth F. Gaines, Professional Surveyor and Mapper
Florida Certificate No. 4576

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

/5694-3 DCC

OR3122 P63737

K & T SURVEY GROUP, INC.
LAND SURVEYORS & MAPPERS

2726 Swamp Cabbage Court
Fort Myers, Florida 33901
Phone (941) 274-0991
Fax (941) 274-0992

DESCRIPTION
of Palmas Del Sol Condominium, Phase 4
lying in Section 30, Township 45 South, Range 24 East,
Lee County, Florida

A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 30, Township 45 South, Range 24 East, being a part of Tracts "E" and "N", Gulf Harbour Yacht and Country Club subdivision as recorded in Plat Book 55, pages 6 through 27, Public Records of Lee County, Florida, and being further bounded and described as follows:

COMMENCING at the southwest corner of said Section 30 and the southwest corner of said Tract "N" of Gulf Harbour Yacht and Country Club; thence along the west line of said Section 30 and said Tract "N", N.01°03'43"W. for 1367.26 feet to the POINT OF BEGINNING of the parcel herein described; thence leaving said west line, N.32°31'10"E. for 48.65 feet; thence N.00°23'02"E. for 112.23 feet; thence N.00°15'03"E. for 72.02 feet; thence N.37°36'48"E. for 36.09 feet; thence N.70°31'47"E. for 56.77 feet; thence N.69°41'22"E. for 106.99 feet; thence N.72°51'33"E. for 105.62 feet; thence N.77°24'17"E. for 98.83 feet; thence N.69°39'45"E. for 128.70 feet; thence N.72°45'10"E. for 168.73 feet; thence N.72°22'58"E. for 116.54 feet; thence N.72°35'45"E. for 126.38 feet; thence N.69°03'37"E. for 121.93 feet; thence N.75°17'23"E. for 75.31 feet to the northwest corner of Lot 38 of Gulf Harbour Yacht and Country Club Phase One as recorded in Plat Book 56, pages 1 through 4, Public Records of Lee County, Florida; thence N.12°55'53"W. for 199 feet, more or less, to the Mean High Water line of the Caloosahatchee River; thence westerly along said Mean High Water line for 1120 feet, more or less, to an intersection with said west line of Section 30, bearing N.01°03'43"W. from the Point of Beginning; thence along said west line of Section 30, S.01°03'43"E. for 681 feet, more or less, to the Point of Beginning of the parcel herein described;
parcel contains 10.17 acres, more or less;
said parcel subject to all easements, rights of way and restrictions of record;
bearings are based on the west line of said Section 30 being N.01°03'43"W.

ORB 122 PG 3738

Prepared by:

K & T Survey Group, Inc.

Elizabeth F. Gaines, Professional Surveyor and Mapper
Florida Certificate No. 4576

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INSTR # 2015000075324 Page Number: 66 of 139

OR3122 PG3739

CONDOMINIUM PLAT BOOK ____ PAGE ____

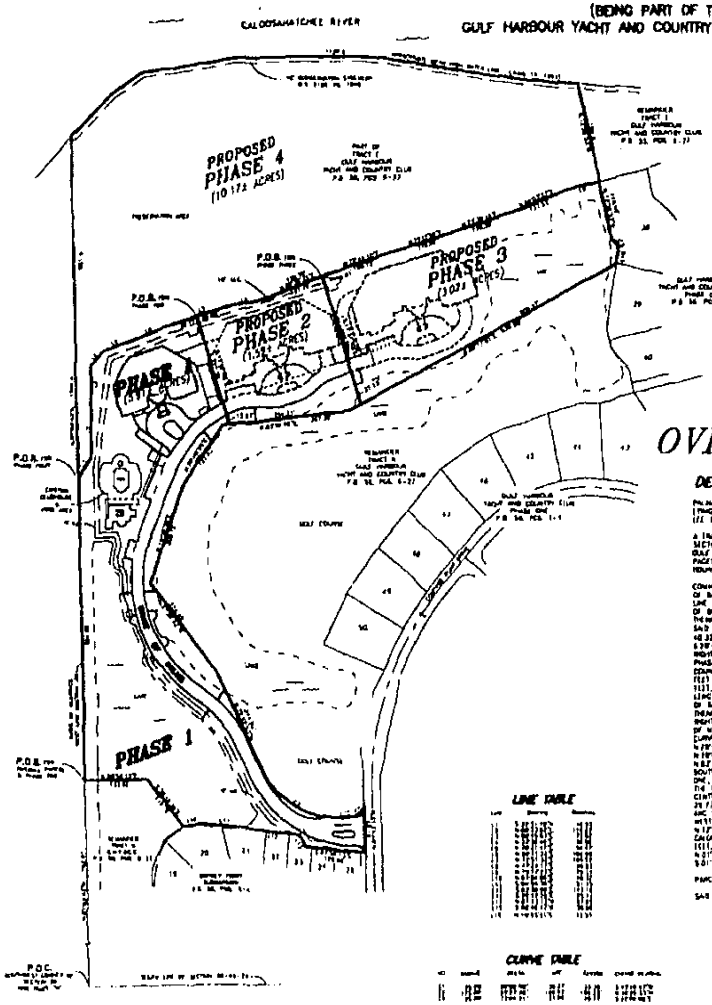
SHEET 1 OF 7

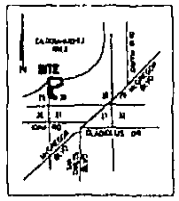
PALMAS DEL SOL CONDOMINIUM,

LYING IN

SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA

(BEING PART OF TRACTS "E" AND "N",
GULF HARBOUR YACHT AND COUNTRY CLUB, PLAT BOOK 55, PAGES 6-27)





VICINITY MAP
NOT TO SCALE

OVERALL PHASE PLAN

DESCRIPTION

PALMAS DEL SOL CONDOMINIUM - OVERALL PARCEL
LYING IN SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST, BEING A PART OF TRACTS "E" AND "N", GULF HARBOUR YACHT AND COUNTRY CLUB, SUBDIVISION AS RECORDED IN PLAT BOOK 55, PAGES 6 THROUGH 27, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30 AND THE SOUTHEAST CORNER OF SAID TRACT "N" OF GULF HARBOUR YACHT AND COUNTRY CLUB; THENCE N.89°13'13"W., ALONG THE WEST LINE OF SAID SECTION 30 AND SAID TRACT "N", FOR 212.81 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE N.89°56'17"E., FOR 132.82 FEET; THENCE S.36°10'36"E., FOR 319.86 FEET TO THE BOUNDARY OF SAID TRACT "N"; THENCE ALONG SAID BOUNDARY OF TRACT "N" FOR THE FOLLOWING FIVE (5) COURSES: 1) N.61°54'08"E. FOR 48.32 FEET; 2) S.67°54'20"E., FOR 89.19 FEET; 3) S.87°36'08"E., FOR 113.18 FEET; 4) S.39°47'34"E., FOR 35.14 FEET; 5) S.82°56'13"E., FOR 188.96 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF CORKSCREW POINT DRIVE OF GULF HARBOUR YACHT AND COUNTRY CLUB PHASE ONE AS RECORDED IN PLAT BOOK 58, PAGES 1 THROUGH 4, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S.01°13'13"W., FOR 97.93 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S.43°46'47"W. AND A CHORD LENGTH OF 39.96 FEET; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 39.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.88°46'47"W., FOR 30.66 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 83°17'08", A CHORD BEARING OF N.49°35'39"W. AND A CHORD LENGTH OF 232.32 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 254.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.07°57'05"W., FOR 111.84 FEET; THENCE N.57°56'43"W., FOR 134.45 FEET; THENCE N.19°08'36"W., FOR 238.79 FEET; THENCE N.39°02'57"E., FOR 47.43 FEET; THENCE N.82°56'36"E., FOR 867.99 FEET; THENCE N.87°17'01"E., FOR 634.86 FEET TO THE SOUTHWEST CORNER OF LOT 58 OF SAID GULF HARBOUR YACHT AND COUNTRY CLUB PHASE ONE; THENCE ALONG THE WESTERLY LINE OF SAID LOT 58, N.19°33'37"E., FOR 237.87 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 21.00 FEET, A CENTRAL ANGLE OF 73°24'41", A CHORD BEARING OF N.20°08'04"W. AND A CHORD LENGTH OF 25.77 FEET; THENCE CONTINUE ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 26.92 FEET TO THE LINE OF SAID CURVE; THENCE CONTINUE ALONG SAID WESTERLY LINE N.19°33'37"E., FOR 118.16 FEET; PERNCE 12°MORE SAID LOT LINE CONTINUE N.12°55'57"E., FOR 198 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF THE CALOOSAHATCHEE RIVER; THENCE MEANDERING ALONG SAID MEAN HIGH WATER LINE FOR 1,170 FEET, MORE OR LESS, TO THE INTERSECTION WITH SAID WEST LINE OF SECTION 30; BEARING S.01°01'13"W. FROM THE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE OF SECTION 30 S.01°01'13"W., FOR 1266 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL CONTAINS 30.95 ACRES, MORE OR LESS.

SAID PARCEL SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD.

LINE TABLE

LINE	BEARING	DISTANCE

CURVE TABLE

CURVE	RADIUS	ARC	CHORD	CHORD BEARING

BCI
ENGINEERS & SCIENTISTS, INC
(ENGINEERS + SCIENTISTS + SURVEYORS)
3106 STRAND CABBAGE COURT, FORT MYERS, FL 33901
PHONE: (941) 274-0881
FAX: (941) 274-0892
FLORIDA CERTIFICATE OF AUTHORIZATION #6668

N

100 50 0 100 200
GRAPHIC SCALE
1" = 100'

LEGEND

P.O.B.	POINT OF BEGINNING
O.R.	OFFICIAL RECORDS BOOK, LEE COUNTY PUBLIC RECORDS
P.B.	PLAT BOOK, LEE COUNTY RECORDS
PG.	PAGE
D.E.&U.E.	DRAINAGE AND UTILITY EASEMENT
(C)	INDICATES TYPICAL POINT NUMBER LOCATION
113	INDICATES COORDINATE POINT NUMBER, SEE COORDINATE LIST

NOTES:

1. IMPROVEMENTS DEPICTED HEREON ARE PROPOSED UNLESS OTHERWISE NOTED
2. BEARINGS DEPICTED HEREON ARE BASED ON THE RECORD BEARING OF SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST AND THE WEST LINE OF TRACT "N", SHOWN AS ASSUMED BEARING OF N.01°01'13"W. AS PER THE PLAT OF GULF HARBOUR YACHT AND COUNTRY CLUB RECORDED IN PLAT BOOK 55 AT PAGES 6 THROUGH 27, INCLUSIVE, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
3. A 20' LAKE MAINTENANCE EASEMENT EXISTS ALONG THE LAKE BOUNDARY OF PARCEL SHOWN ON THE PLAT OF GULF HARBOUR YACHT AND COUNTRY CLUB (P.B. 55, PGS. 6-27)
4. THIS PARCEL LIES IN ZONE X (0.2% WITH A BASE FLOOD ELEVATIONS OF 9', 9', AND 10', AND INFORMATION WAS TAKEN FROM FEDERAL INSURANCE RATE MAP (FIRM) 0375 C, EFFECTIVE DATE: 9-28-84, REVISED 11-4-92.
5. THIS IS NOT A BOUNDARY SURVEY. SEE SHEET 3 OF 7 FOR PHASE 1 BOUNDARY SURVEY, LEGAL DESCRIPTION, AND PLOT PLAN

SHEET INDEX:

SHEET 1 - OVERALL PHASE PLAN
SHEET 2 - PLOT PLAN AND BOUNDARY SURVEY OF PHASE 1
SHEET 3 - GROUND FLOOR PLAN-PHASE ONE & SCHEMATIC BUILDING SECTION
SHEET 4 - 2ND FLOOR PLAN-PHASE ONE
SHEET 5 - 3RD FLOOR PLAN-RESIDENTIAL LEVEL ONE
SHEET 6 - 4TH THROUGH 7TH FLOOR PLAN-TYPICAL RESIDENTIAL LEVELS (TWO-FIVE)
SHEET 7 - 8TH FLOOR PLAN-PENTHOUSE LEVEL

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CONSTRUCTION OF UNITS 101, 102, 103, 201, 202, 203, 301, 302, 303, 401, 402, 403, 501, 502, 503, 601, 602, 603, AND COMMON ELEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO SAID UNITS AND ALL COMMON ELEMENTS SERVING SAID UNITS 101, 102, 103, 201, 202, 203, 301, 302, 303, 401, 402, 403, 501, 502, 503, 601, & 602 AND LAKE MAINTENANCE EASEMENTS, AND PLAT PLAN OF PALMAS DEL SOL CONDOMINIUM PHASE 1 CONSISTING OF SHEETS 1 THROUGH 7, SHEET TOGETHER WITH THE DECLARATION OF CONDOMINIUM OF PALMAS DEL SOL CONDOMINIUM PHASE 1 DESCRIBE SAID CONDOMINIUM FACILITIES AND LAND SAID UNITS AND THEIR RELATIVE LOCATIONS AND APPROXIMATE DIMENSIONS.
THE COMPLETION OF PHASE 1 IS SUBSTANTIALLY COMPLETE AND THE CONSTRUCTION OF ALL OTHER FUNCTION & PROPOSED PHASES ARE NOT SUBSTANTIALLY COMPLETE.

FOR BCI ENGINEERS & SCIENTISTS, INC
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 6668

Scott M. Shoal 5-24-99

SCOTT M. SHOAL DATE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE No. 5713

INSTR # 2015000075324 Page Number: 67 of 139

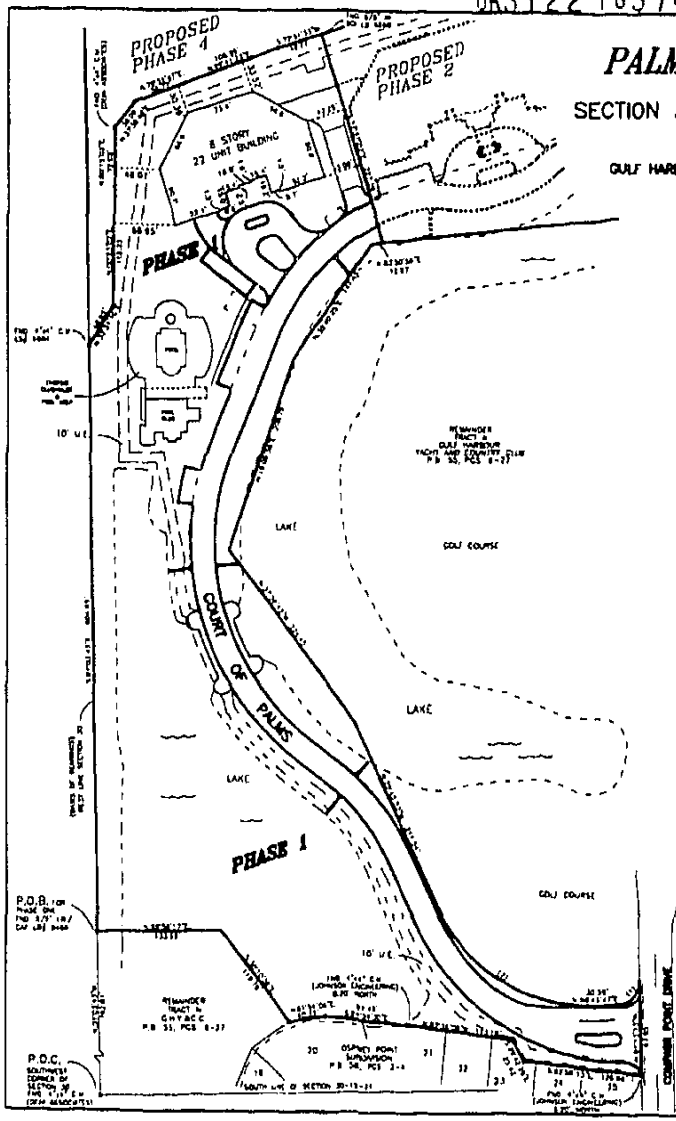
CONDOMINIUM PLAT BOOK ____ PAGE ____

SHEET 2 OF 7

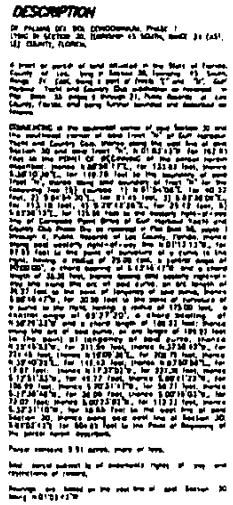
PALMAS DEL SOL CONDOMINIUM

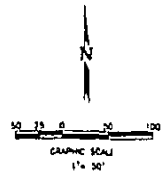
LYING IN
SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA
(BEING PART OF TRACTS "E" AND "N",
GULF HARBOUR YACHT AND COUNTRY CLUB, PLAT BOOK 55, PAGES 8-27)

BCI
ENGINEERS & SCIENTISTS, INC.
(ENGINEERS + SCIENTISTS + SURVEYORS)
3106 PRAIRIE CAUSEWAY COURT, FORT MYERS, FL 33901
PHONE: (941) 274-0051
FAX (941) 274-0067
FLORIDA CERTIFICATE OF AUTHORIZATION #LB66



DESCRIPTION





LEGEND

NOTES:

1. ALL IMPROVEMENTS SHOWN ARE PROPOSED UNLESS NOTED OTHERWISE.
2. BEARINGS ARE BASED ON THE WEST LINE OF SECTION 30 AS BEARING S 01°17'17" W AS PER THE PLAT OF GULF HARBOUR YACHT AND COUNTRY CLUB AS RECORDED IN PLAT BOOK 55 AT PAGES 8 THROUGH 27, INCLUSIVE, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
3. A 20' LAKE MAINTENANCE EASEMENT EXISTS ALONG THE LAKE EQUIVALENT OF TRACTS SHOWN ON THE PLAT OF GULF HARBOUR YACHT AND COUNTRY CLUB (PLAT BOOK 55, PG. 8-27).
4. THIS PARCEL LIES IN FLOOD ZONE A 16, WITH A BASE FLOOD ELEVATIONS OF 8', 9' & 10'. THIS INFORMATION WAS TAKEN FROM FEDERAL INSURANCE RATE MAP 125124 0325 C, EFFECTIVE DATE: 8-19-94, REVISED: 11-4-97.
5. ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 AND LEE COUNTY BENCHMARK DFW 86-01, ELEVATION = 8.80'.
6. DATE OF FIELD SURVEY: 11-6-96. LAKE LOCATED 1-21-97

PLOT PLAN AND BOUNDARY SURVEY OF PHASE 1

REVISED MAY 21, 1998 - SUB. COMM.
REVISED JUNE 27, 1997
DATE JUNE 12, 1997 FILENAME 3061CT1-2

INSTR # 2015000075324 Page Number: 68 of 139

OR3122 PG3741

PALMAS DEL SOL CONDOMINIUM

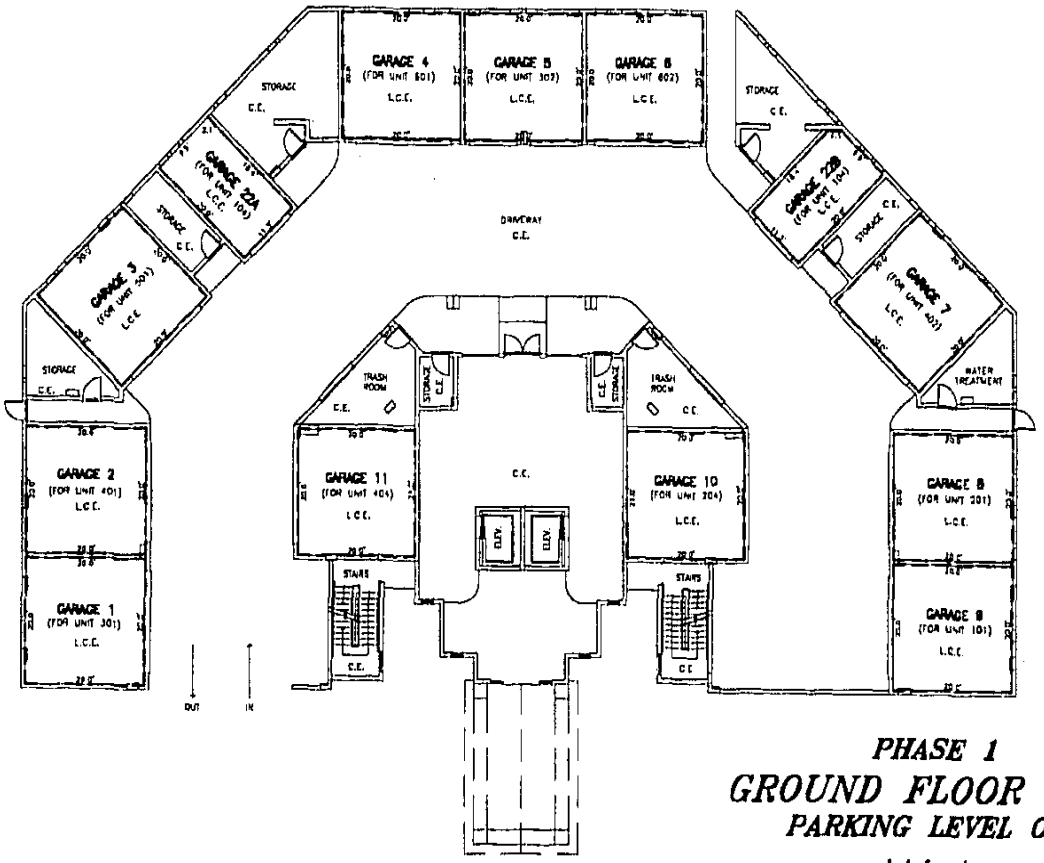
LYING IN
SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA
(BEING PART OF TRACTS "E" AND "N",
GULF HARBOUR YACHT AND COUNTRY CLUB, PLAT BOOK 55, PAGES 6-27)

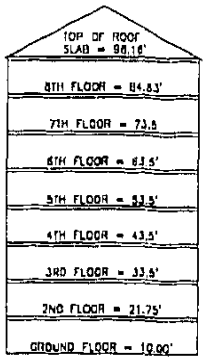
CONDOMINIUM PLAT BOOK ____ PAGE ____
SHEET 3 OF 7

BCI
ENGINEERS & SCIENTISTS, INC.
ENGINEERS • SCIENTISTS • SURVEYORS
7226 SWAMP CABBAGE COURT, FORT MYERS, FL 33901
PHONE: (941) 275-0657
FAX: (941) 275-0657
FLORIDA CERTIFICATE OF AUTHORIZATION #6990

NOTES:

1. L.C.E. = LIMITED COMMON ELEMENT (— — — — — —)
   C.E. = COMMON ELEMENT (EVERYTHING EXTERIOR TO UNIT BOUNDARIES AND L.C.E. BOUNDARIES IS COMMON ELEMENT)
   (SEE DECLARATION OF CONDOMINIUM FOR ADDITIONAL DEFINITIONS)
2. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF
3. DIMENSIONS SHOWN HEREON ARE AN APPROXIMATION OF THE L.C.E. LIMITS. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM FOR A DESCRIPTION OF THE EXACT BOUNDARIES.
4. INFORMATION SHOWN HEREON WAS TAKEN FROM ARCHITECTURAL PLANS PREPARED BY:
   KTGY GROUP, INC.
   400 S.E. 12TH STREET
   FORT LAUDERDALE, FLORIDA 33316
   (JOB NO. 96263)





SCHEMATIC BUILDING SECTION

NOT TO SCALE
ELEVATIONS BASED ON NGVD 1929

PHASE 1
GROUND FLOOR PLAN
PARKING LEVEL ONE

GRAPHIC SCALE
1" = 8'

REVISED OCT. 14, 1998 - G.C. COM
REVISED OCT. 29, 1997 - REVISED GARAGE ASSIGNMENTS
REVISED JULY 3, 1997 - REVISED UNIT NOS.
DATE: JUNE 12, 1997 PLANSET 96263-1-2

INSTR # 201500007532 4 Page Number: 69 of 139

PALMAS DEL SOL CONDOMINIUM

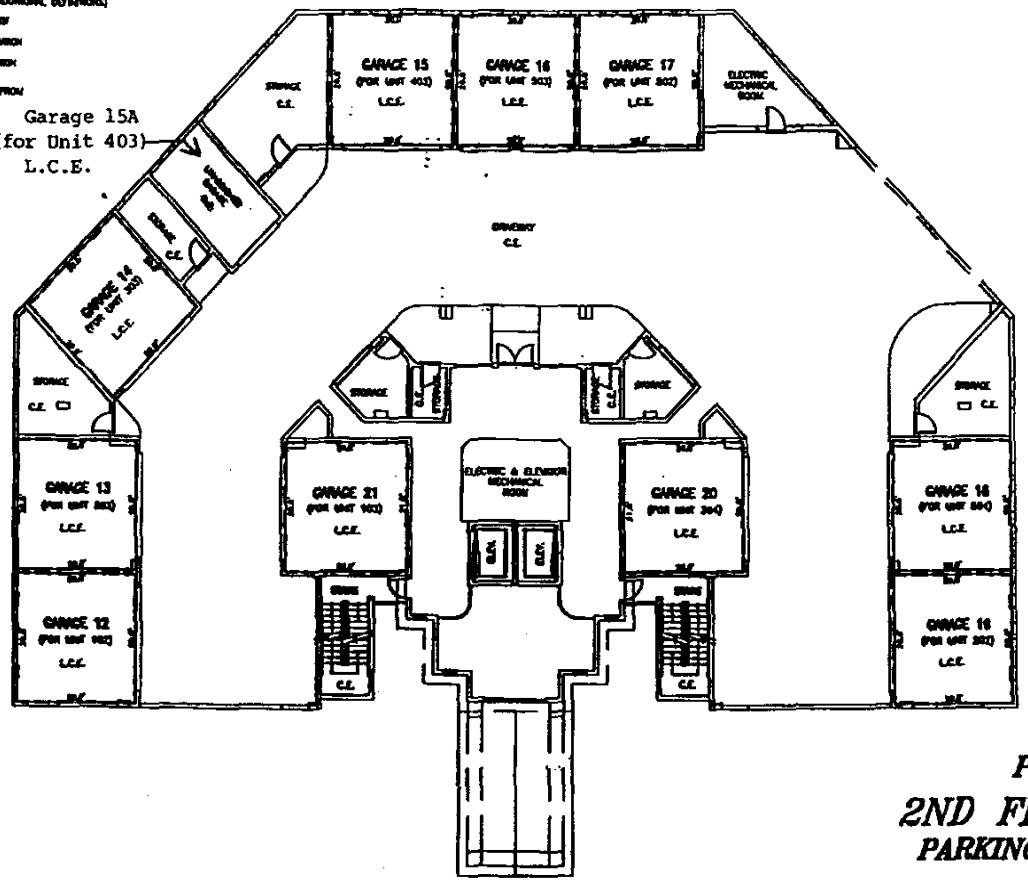
LYING IN
SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA
(BEING PART OF TRACTS "E" AND "N",
GULF HARBOUR YACHT AND COUNTRY CLUB, PLAT BOOK 55, PAGES 6-27)

BCI
ENGINEERS & SCIENTISTS, INC.

NOTES:

1. L.C.E. = LIMITED COMMON ELEMENT
   C.E. = COMMON ELEMENT (EVERYTHING EXTERIOR TO UNIT BOUNDARIES AND L.C.E. BOUNDARIES IS COMMON ELEMENT)
   (SEE DECLARATION OF CONDOMINIUM FOR ADDITIONAL DEFINITIONS)
2. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF
3. DIMENSIONS SHOWN HEREON ARE AN APPROXIMATION OF THE L.C.E. LIMITS. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM FOR A DESCRIPTION OF THE EXACT BOUNDARIES.
4. INFORMATION SHOWN HEREON WAS TAKEN FROM ARCHITECTURAL PLANS PREPARED BY:
   KOSY GROUP, INC.
   400 N.E. 12TH STREET
   FORT LAUDERDALE, FLORIDA 33304
   (954) 764-5600

Garage 15A
(for Unit 403)
L.C.E.



PHASE 1
2ND FLOOR PLAN
PARKING LEVEL TWO

OR BK 03155 PG 2306

INSTR # 2015000075324 Page Number: 70 of 139

OR3122 PG3743

PALMAS DEL SOL CONDOMINIUM

LYING IN

SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA

(BEING PART OF TRACTS "E" AND "N",
GULF HARBOUR YACHT AND COUNTRY CLUB, PLAT BOOK 55, PAGES 6-27)

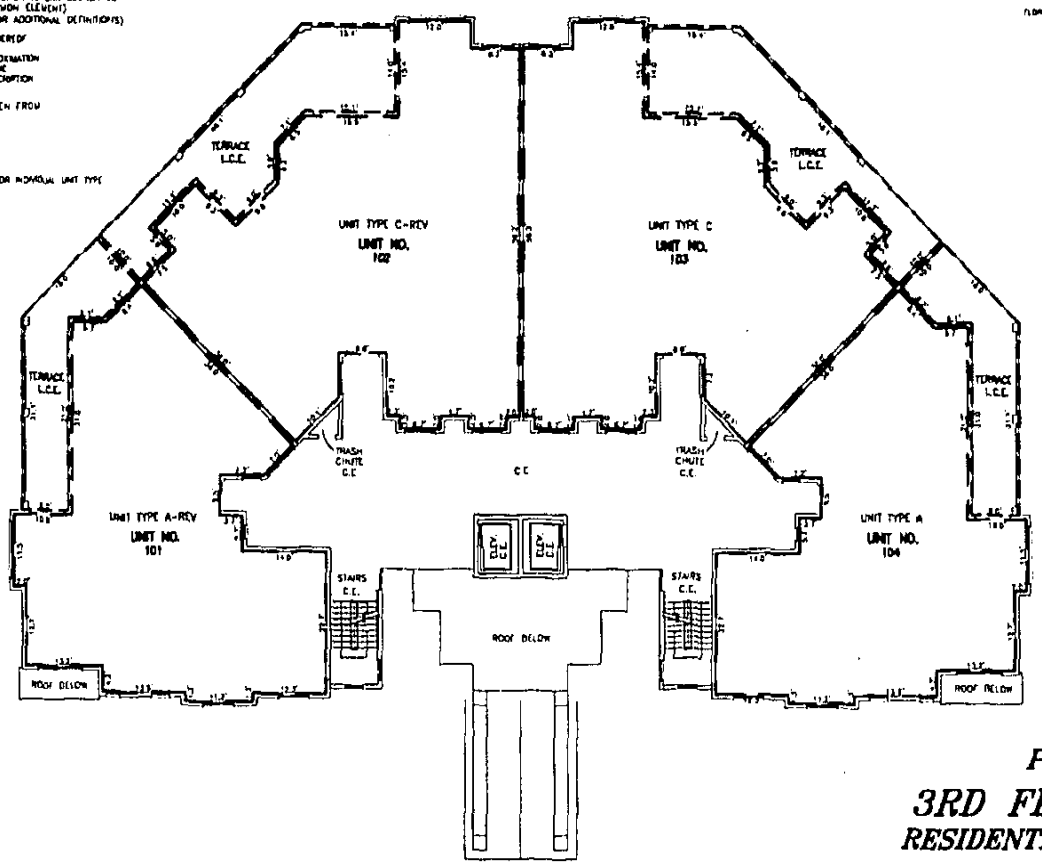
CONDOMINIUM PLAT BOOK ____ PAGE ____

SHEET 5 OF 7

BCI
ENGINEERS & SCIENTISTS, INC.
ENGINEERS • SCIENTISTS • SURVEYORS
3731 SWAMP CABBAGE COURT, FORT MYERS, FL 33901
PHONE: (941) 274-0093
FAX: (941) 274-0092
FLORIDA CERTIFICATE OF AUTHORIZATION #3468

NOTES:

1. UNIT BOUNDARY = _____
   L.C.E. = LIMITED COMMON ELEMENT (_ _ _ _ _ _ _)
   C.E. = COMMON ELEMENT (EVERYTHING EXTERIOR TO UNIT BOUNDARIES AND L.C.E. BOUNDARIES IS COMMON ELEMENT)
   (SEE DECLARATION OF CONDOMINIUM FOR ADDITIONAL DEFINITIONS)
2. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF
3. DIMENSIONS SHOWN HEREON ARE AN APPROXIMATION OF THE L.C.E. LIMITS. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM FOR A DESCRIPTION OF THE EXACT BOUNDARIES.
4. INFORMATION SHOWN HEREON WAS TAKEN FROM ARCHITECTURAL PLANS PREPARED BY:
   KTGY GROUP, INC.
   400 S.E. 13TH STREET
   FORT LAUDERDALE, FLORIDA 33316
   (JOB NO. 98063)
5. PLEASE REFER TO ARCHITECTURAL PLANS FOR INDIVIDUAL UNIT TYPE FLOOR PLANS



PHASE 1

3RD FLOOR PLAN

RESIDENTIAL LEVEL ONE

GRAPHIC SCALE
1" = 8'

REVISED MAY 31, 1996 - SUB. CONF.
REVISED JULY 3, 1997 - REVISED UNIT NOS.
DATE: JUNE 17, 1997 [illegible]

INSTR # 2015000075324 Page Number: 71 of 139

OR3122 PG3744

PALMAS DEL SOL CONDOMINIUM

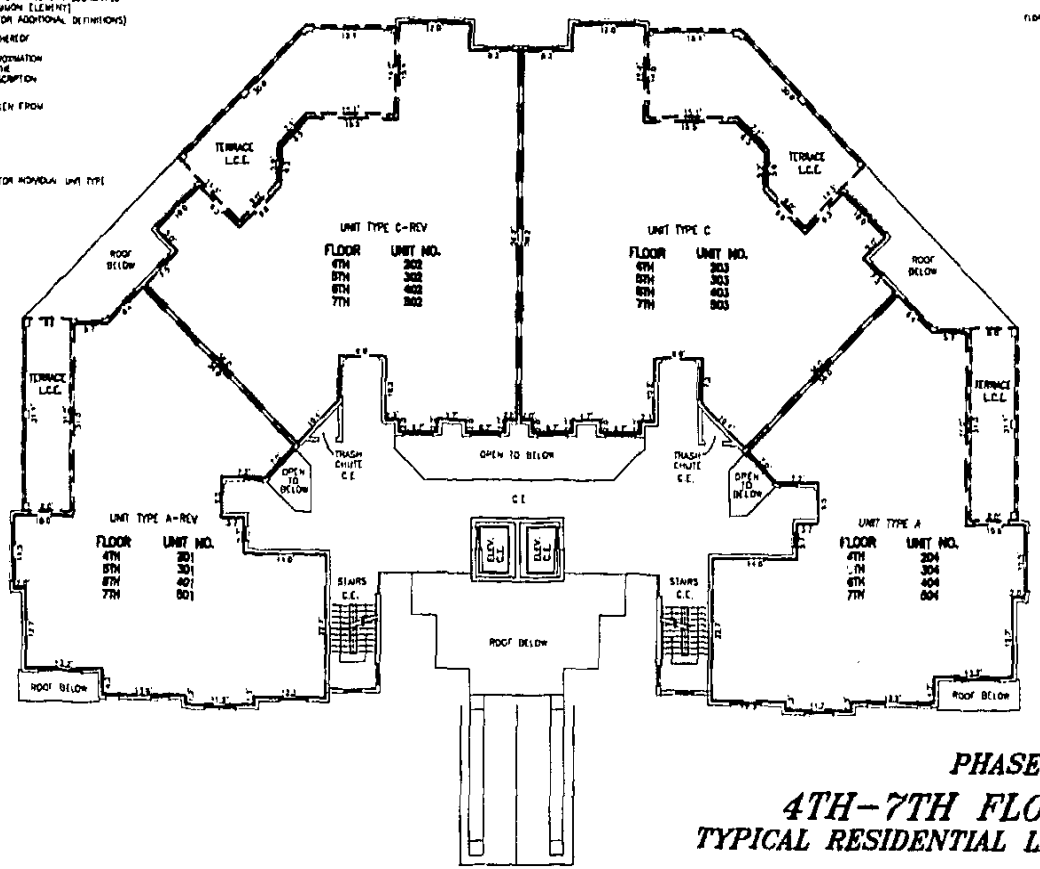
LYING IN
SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA
(BEING PART OF TRACTS "E" AND "N",
GULF HARBOUR YACHT AND COUNTRY CLUB, PLAT BOOK 55, PAGES 6-27)

CONDOMINIUM PLAT BOOK ____ PAGE ____
SHEET 6 OF 7

BCI
ENGINEERS & SCIENTISTS, INC.
ENGINEERS • SCIENTISTS • SURVEYORS
7721 SWAMP CABBAGE COURT, FORT MYERS, FL 33907
PHONE: (941) 274-0991
FAX: (941) 274-0992
FLORIDA CERTIFICATE OF AUTHORIZATION #6668

NOTES:

1. UNIT BOUNDARY = ——— L.C.E. = LIMITED COMMON ELEMENT (— — — — —) C.E. = COMMON ELEMENT (EVERYTHING EXTERIOR TO UNIT BOUNDARIES AND L.C.E. BOUNDARIES IS COMMON ELEMENT) (SEE DECLARATION OF CONDOMINIUM FOR ADDITIONAL DEFINITIONS)
2. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF
3. DIMENSIONS SHOWN HEREON ARE AN APPROXIMATION OF THE L.C.E. LIMITS. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM FOR A DESCRIPTION OF THE EXACT BOUNDARIES.
4. INFORMATION SHOWN HEREON WAS TAKEN FROM ARCHITECTURAL PLANS PREPARED BY, KTGY GROUP, INC. 400 S.E. 12th STREET FORT LAUDERDALE, FLORIDA 33316 (JOB NO 96283)
5. PLEASE REFER TO ARCHITECTURAL PLANS FOR INDIVIDUAL UNIT TYPE FLOOR PLANS



PHASE 1

4TH-7TH FLOOR PLAN

TYPICAL RESIDENTIAL LEVEL (TWO-FIVE)

GRAPHIC SCALE
1" = 9'

REVISED MAY 31, 1995 - SUB. CONF.
REVISED JULY 3, 1997 - REVISED UNIT NOS.
REVISED JUNE 27, 1997
D.R. JAN 13, 1997 FILENAME: MMCH1-6

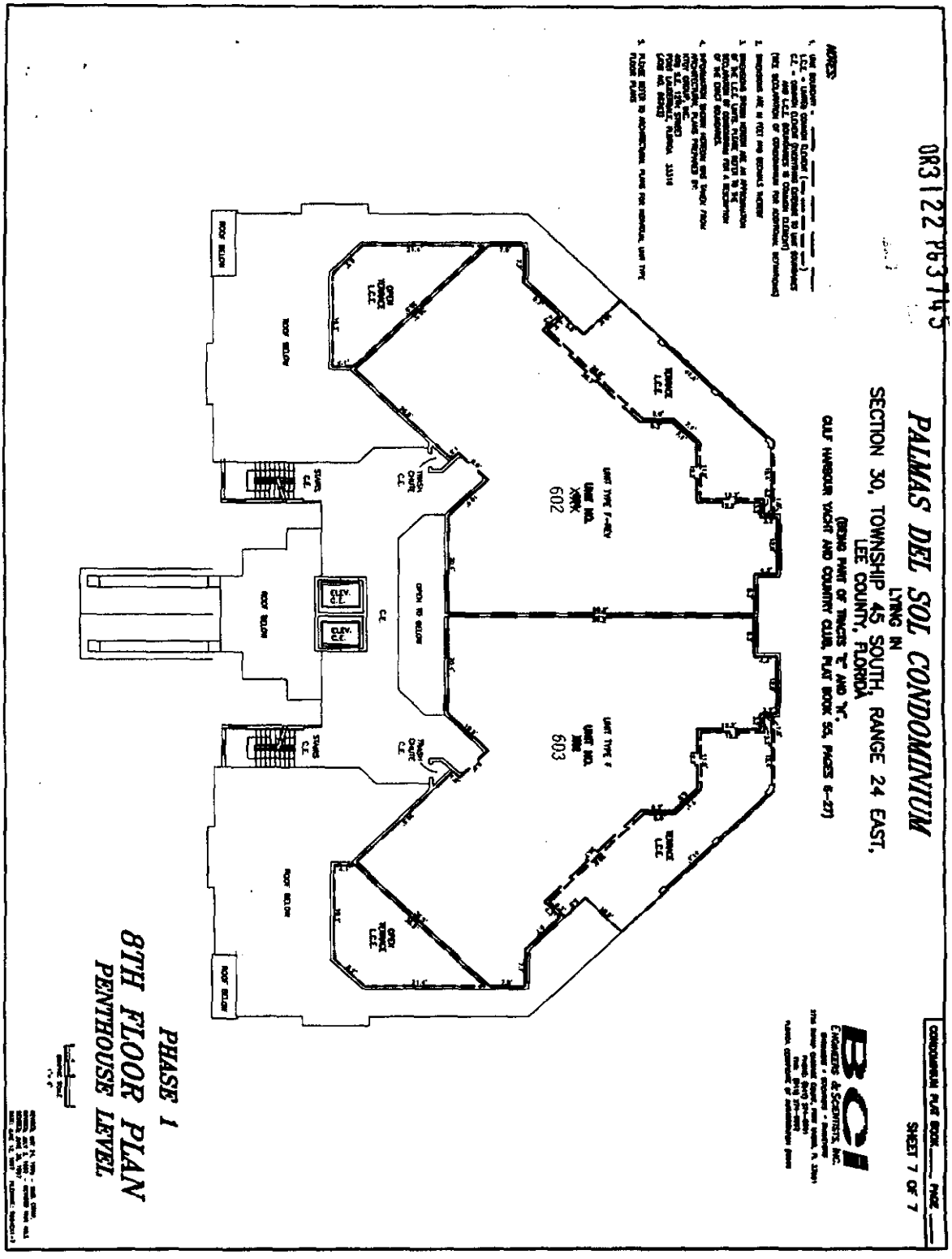


EXHIBIT "A"

OR BK 03176 PG 0789

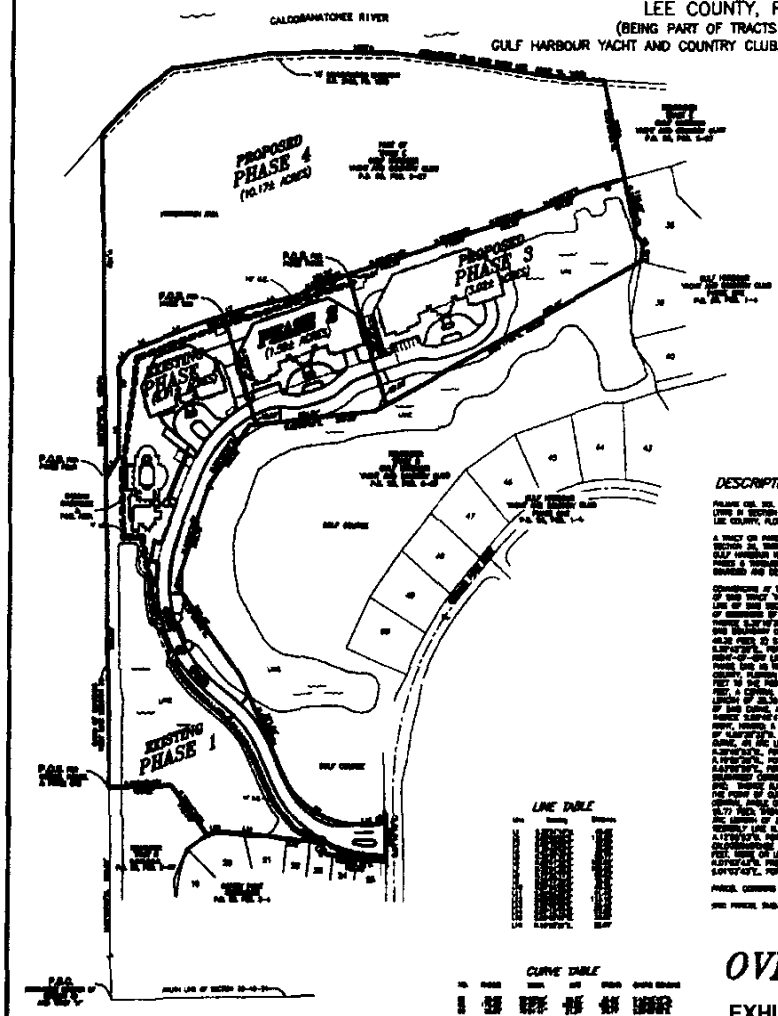
INSTR # 2015000075324 Page Number: 73 of 139
OR BOOK 03623 PAGE 2723

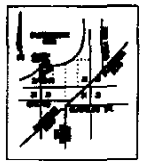
CONDOMINIUM PLAT BOOK ____ PAGE ____

SHEET 1 OF 8

PALMAS DEL SOL CONDOMINIUM,
PHASE 2

LYING IN
SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA
(BEING PART OF TRACTS "E" AND "N",
GULF HARBOUR YACHT AND COUNTRY CLUB, PLAT BOOK 55, PAGES 6-27)




VICINITY MAP

GRAPHIC SCALE
1" = 100'

MERIDIAN
SURVEYING & MAPPING, LLC
LAND SURVEYORS PLANNERS
LB# 7071
3800 FOWLER ST., SUITE B
FORT MYERS, FLORIDA 33901
PHONE (941) 275-3575
FAX (941) 275-3567

LEGEND

NOTES:

1. ...
2. ...
3. ...
4. ...
5. ...

SHEET INDEX:

SHEET 1 - OVERALL PHASE PLAN
SHEET 2 - PLOT PLAN AND BOUNDARY SURVEY OF PHASE 2
SHEET 3 - GROUND FLOOR PLAN-PARKING LEVEL ONE & SCHEMATIC BUILDING SECTION
SHEET 4 - 2ND FLOOR PLAN-PARKING LEVEL TWO
SHEET 5 - 3RD FLOOR PLAN-RESIDENTIAL LEVEL ONE
SHEET 7 - 5TH FLOOR PLAN-PENTHOUSE LEVEL
SHEET 8 - 6TH FLOOR PLAN-SECOND PENTHOUSE LEVEL

DESCRIPTION

SURVEYOR'S CERTIFICATE:

5-26-02
DENNIS A. MILLER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. LS 6668
DATE

OVERALL PHASE PLAN

EXHIBIT "B-1"

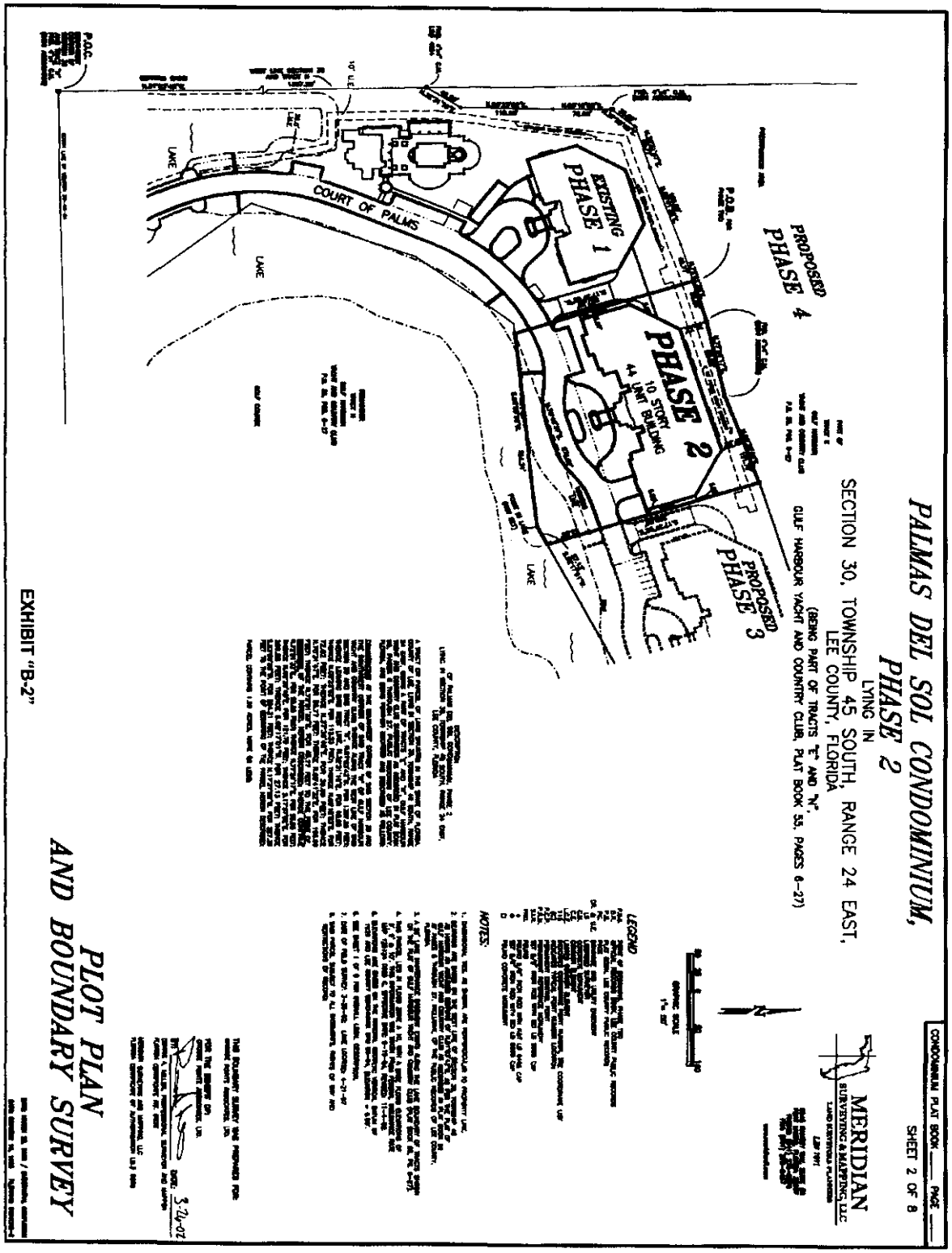

PALMAS DEL SOL CONDOMINIUM,
PHASE 2
LYING IN
SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA
(BEING PART OF TRACTS "E" AND "N",
GULF HARBOUR YACHT AND COUNTRY CLUB, PLAT BOOK 53, PAGES 6-27)
MERIDIAN
SURVEYING & MAPPING, LLC
CONDOMINIUM PLAT BOOK ____ PAGE ____
SHEET 2 OF 8
EXISTING PHASE 1
PROPOSED PHASE 4
PHASE 2
10 STORY 44 UNIT BUILDING
PROPOSED PHASE 3
COURT OF PALMS
LAKE
LAKE
LAKE
P.O.C.
P.O.B.
LEGEND
NOTES:
PLOT PLAN
AND BOUNDARY SURVEY
EXHIBIT "B-2"

EXHIBIT "1(a)"

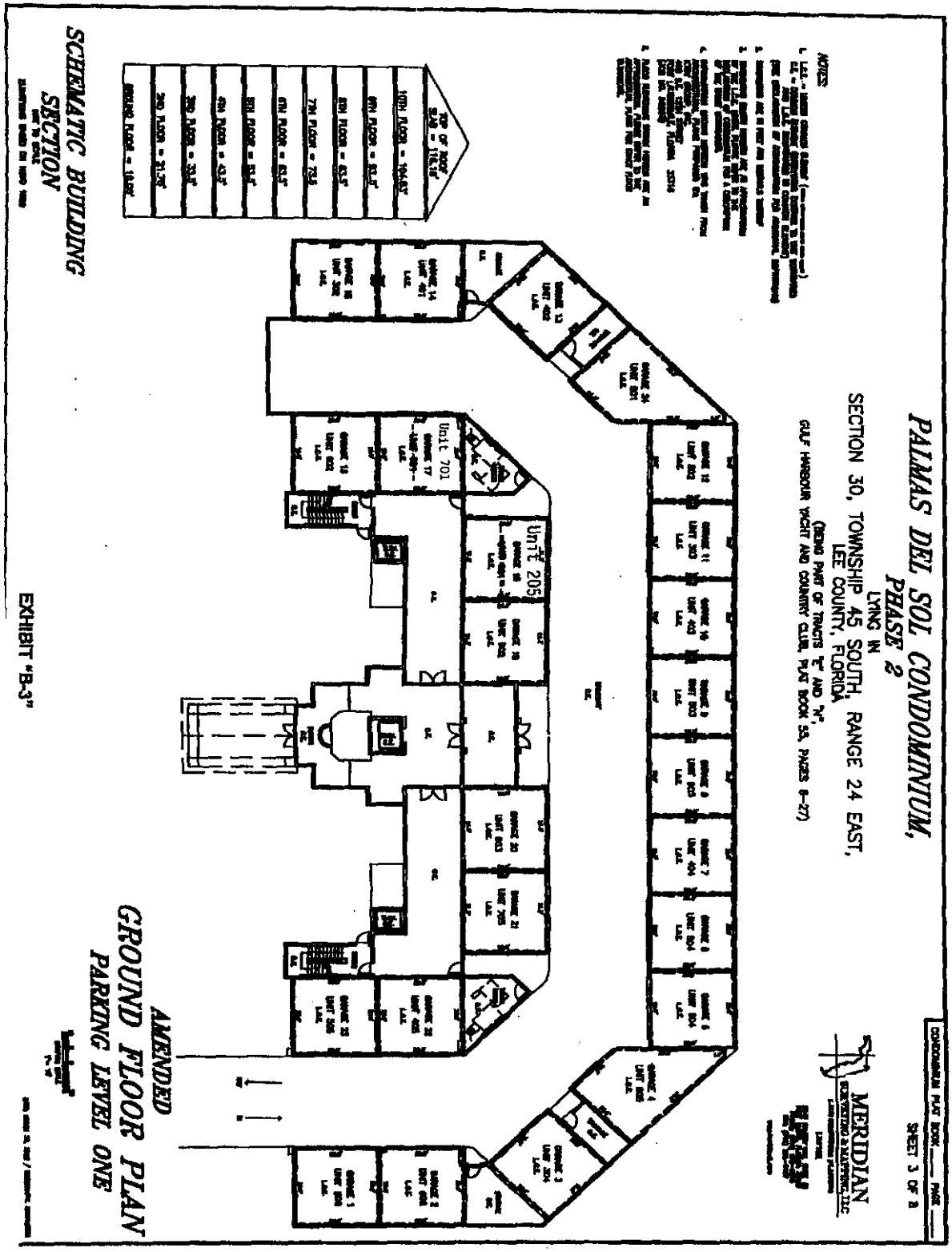
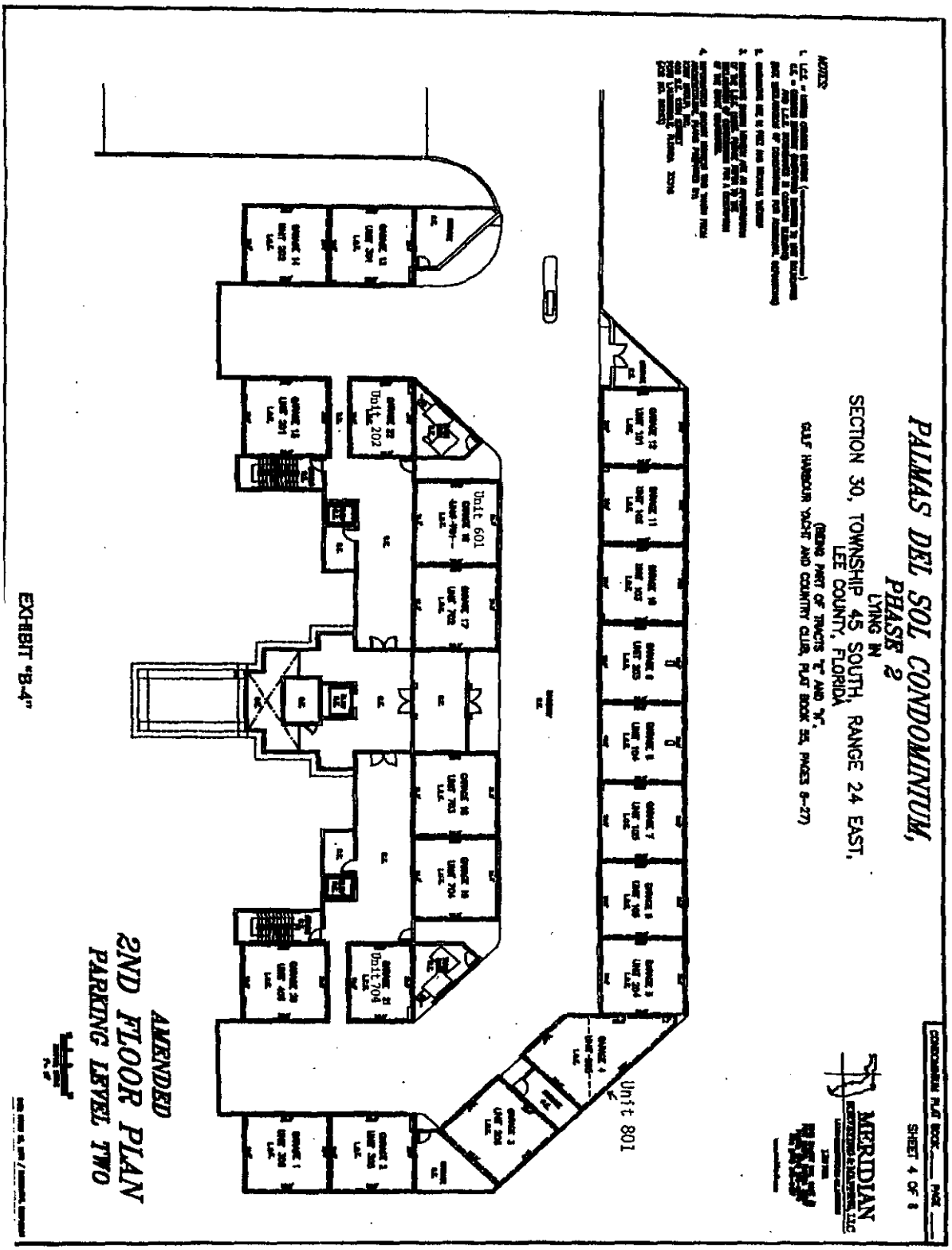

PALMAS DEL SOL CONDOMINIUM,
PHASE 2
LYING IN
SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA
(BEING PART OF TRACTS "E" AND "H",
GULF HARBOUR YACHT AND COUNTRY CLUB, PLAT BOOK 58, PAGES 6-27)
MERIDIAN
SCHEMATIC BUILDING SECTION
AMENDED
GROUND FLOOR PLAN
PARKING LEVEL ONE
Unit 205
Unit 701
EXHIBIT "B-3"

EXHIBIT "1(b)"


PALMAS DEL SOL CONDOMINIUM,
PHASE 2
LYING IN
SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA
(BEING PART OF TRACTS "E" AND "F",
GULF HARBOUR YACHT AND COUNTRY CLUB, PLAT BOOK 32, PAGES 6-27)
MERIDIAN
CONDOMINIUM PLAT BOOK ___ PAGE ___
SHEET 4 OF 8
AMENDED
2ND FLOOR PLAN
PARKING LEVEL TWO
EXHIBIT "B-4"
Unit 202
Unit 601
Unit 704
Unit 801

INSTR # 2015000075324 Page Number: 77 of 139

OR BOOK 03623 PAGE 2727

CONDOMINIUM PLAT BOOK ____ PAGE ____

SHEET 5 OF 8

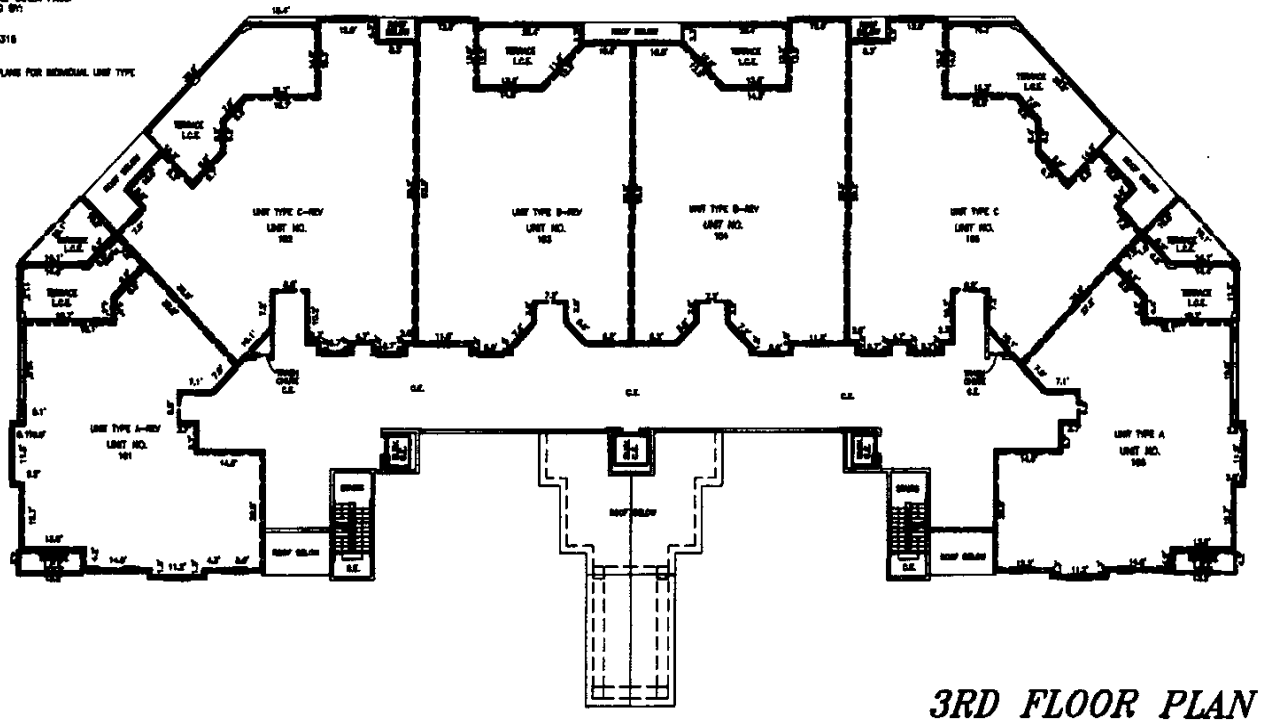
PALMAS DEL SOL CONDOMINIUM
PHASE 2

LYING IN
SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA
(BEING PART OF TRACTS "E" AND "N",
GULF HARBOUR YACHT AND COUNTRY CLUB, PLAT BOOK 55, PAGES 6-27)

MERIDIAN
SURVEYING & MAPPING, LLC

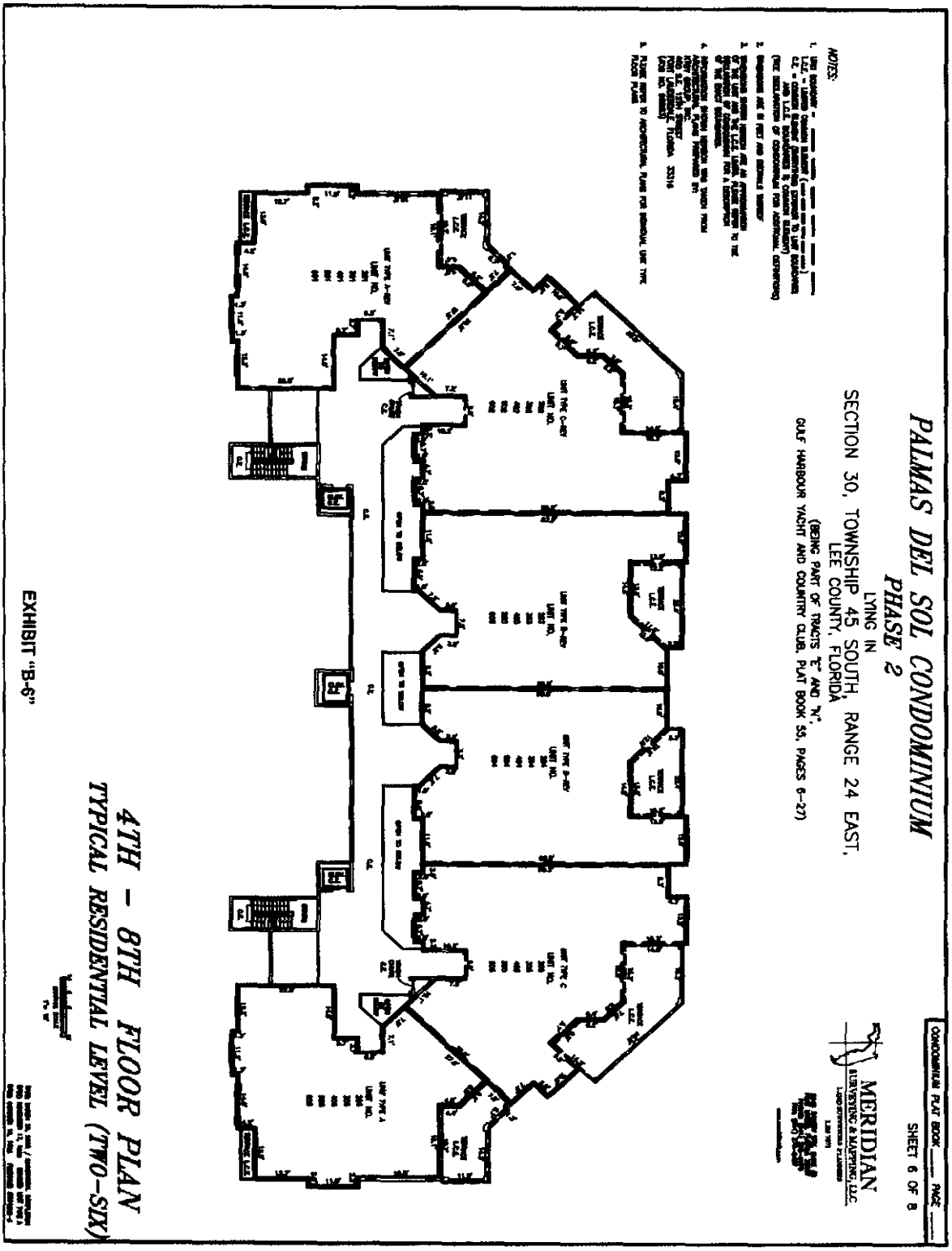
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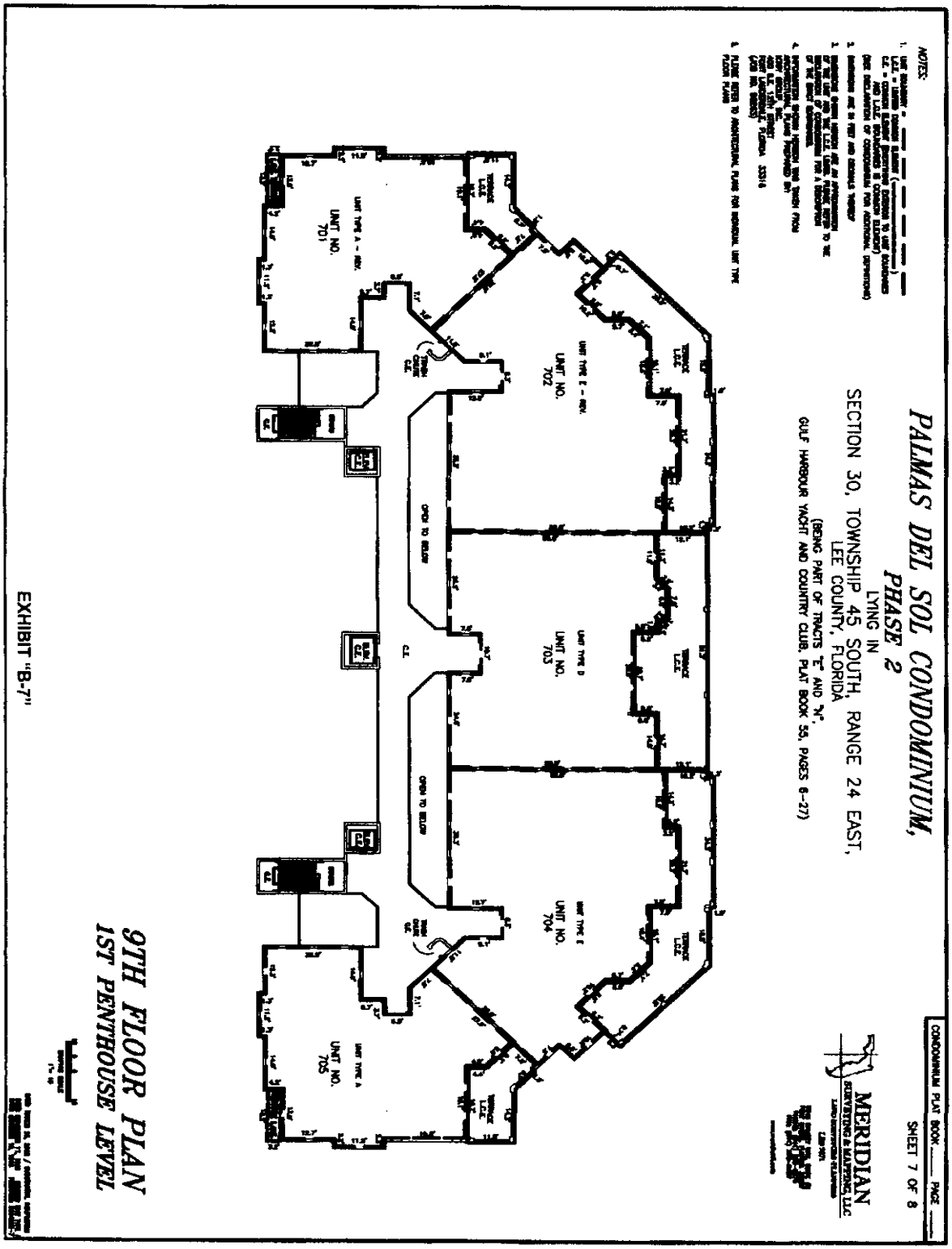
1. UNIT BOUNDARY = ——————————
   L.C.E. = LIMITED COMMON ELEMENT (——————)
   C.E. = COMMON ELEMENT (EXISTING EXTERIOR TO UNIT BOUNDARIES AND L.C.E. BOUNDARIES IS COMMON ELEMENT)
   (SEE DECLARATION OF CONDOMINIUM FOR ADDITIONAL DEFINITIONS)
2. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF
3. BEARINGS SHOWN HEREON ARE AN ASSUMPTION OF THE UNIT AND THE L.C.E. LINES. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM FOR A DESCRIPTION OF THE EXACT BOUNDARIES.
4. INFORMATION SHOWN HEREON WAS TAKEN FROM ARCHITECTURAL PLANS PREPARED BY:
   KOBY GROUP, INC.
   400 S.E. 12TH STREET
   FORT LAUDERDALE, FLORIDA 33316
   (JOB NO. 060302)
5. PLEASE REFER TO ARCHITECTURAL PLANS FOR INDIVIDUAL UNIT TYPE FLOOR PLANS

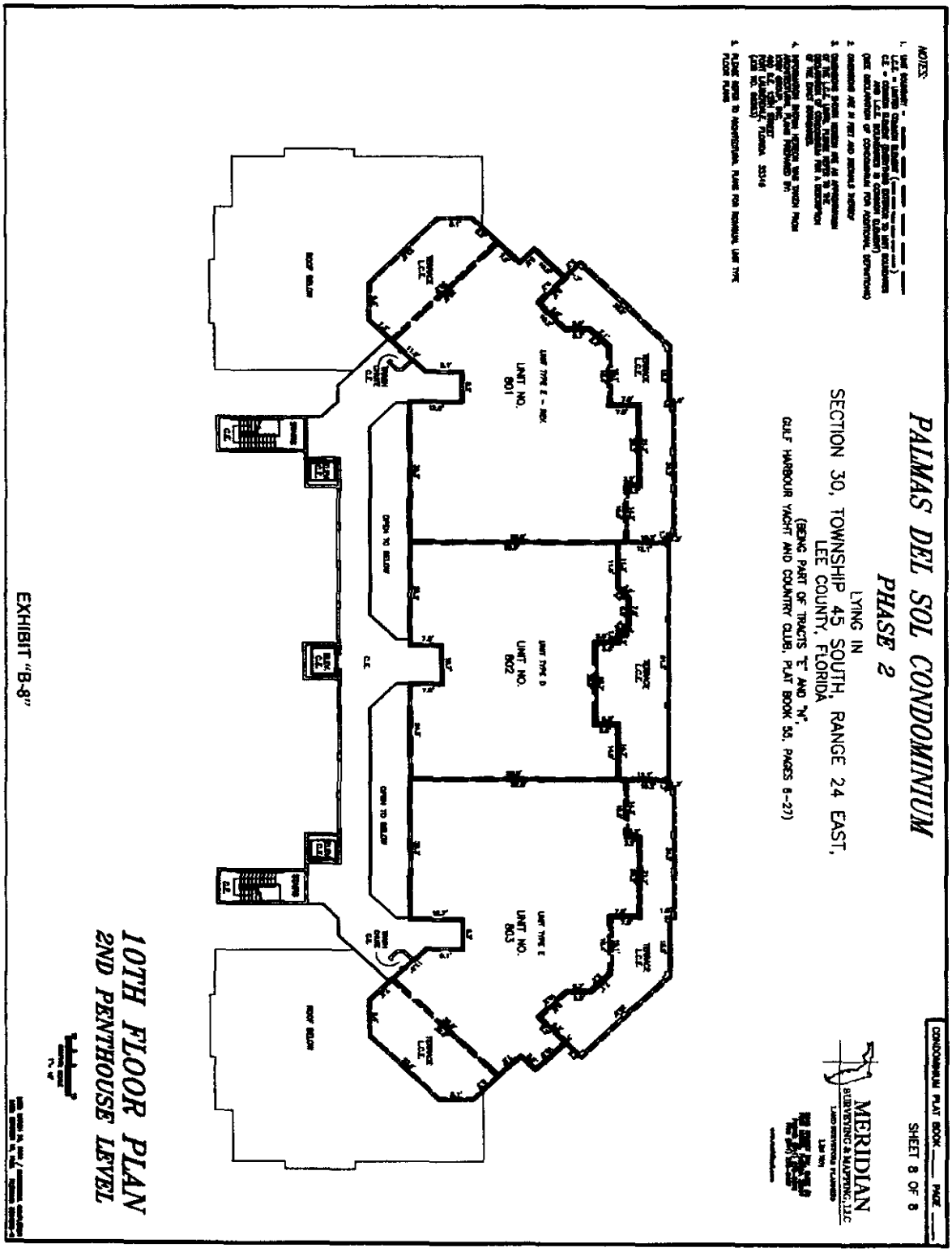


3RD FLOOR PLAN
RESIDENTIAL LEVEL ONE

EXHIBIT "B-5"


PALMAS DEL SOL CONDOMINIUM
PHASE 2
LYING IN
SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA
(BEING PART OF TRACTS "E" AND "N",
GULF HARBOUR YACHT AND COUNTRY CLUB, PLAT BOOK 55, PAGES 6-27)
MERIDIAN
SURVEYING & MAPPING, LLC
CONDOMINIUM PLAT BOOK ____ PAGE ____
SHEET 6 OF 8
NOTES:
4TH - 8TH FLOOR PLAN
TYPICAL RESIDENTIAL LEVEL (TWO-SIX)
EXHIBIT "B-6"


PALMAS DEL SOL CONDOMINIUM,
PHASE 2
LYING IN
SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA
(BEING PART OF TRACTS "E" AND "H",
GULF HARBOUR YACHT AND COUNTRY CLUB, PLAT BOOK 55, PAGES 6-27)
MERIDIAN
SURVEYING & MAPPING, LLC
CONDOMINIUM PLAT BOOK ____ PAGE ____
SHEET 7 OF 8
NOTES:
UNIT NO. 701
UNIT NO. 702
UNIT NO. 703
UNIT NO. 704
UNIT NO. 705
OPEN TO BELOW
9TH FLOOR PLAN
1ST PENTHOUSE LEVEL
EXHIBIT "B-7"


PALMAS DEL SOL CONDOMINIUM
PHASE 2
LYING IN
SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA
(BEING PART OF TRACTS "E" AND "N",
GULF HARBOUR YACHT AND COUNTRY CLUB, PLAT BOOK 55, PAGES 6-27)
MERIDIAN
SURVEYING & MAPPING, LLC
CONDOMINIUM PLAT BOOK ___ PAGE ___
SHEET 8 OF 8
NOTES:
UNIT TYPE E - REV.
UNIT NO. 801
UNIT TYPE D
UNIT NO. 802
UNIT TYPE E
UNIT NO. 803
OPEN TO BELOW
ROOF BELOW
TERRACE
10TH FLOOR PLAN
2ND PENTHOUSE LEVEL
EXHIBIT "B-8"

OR BOOK 03811 PAGE 1340

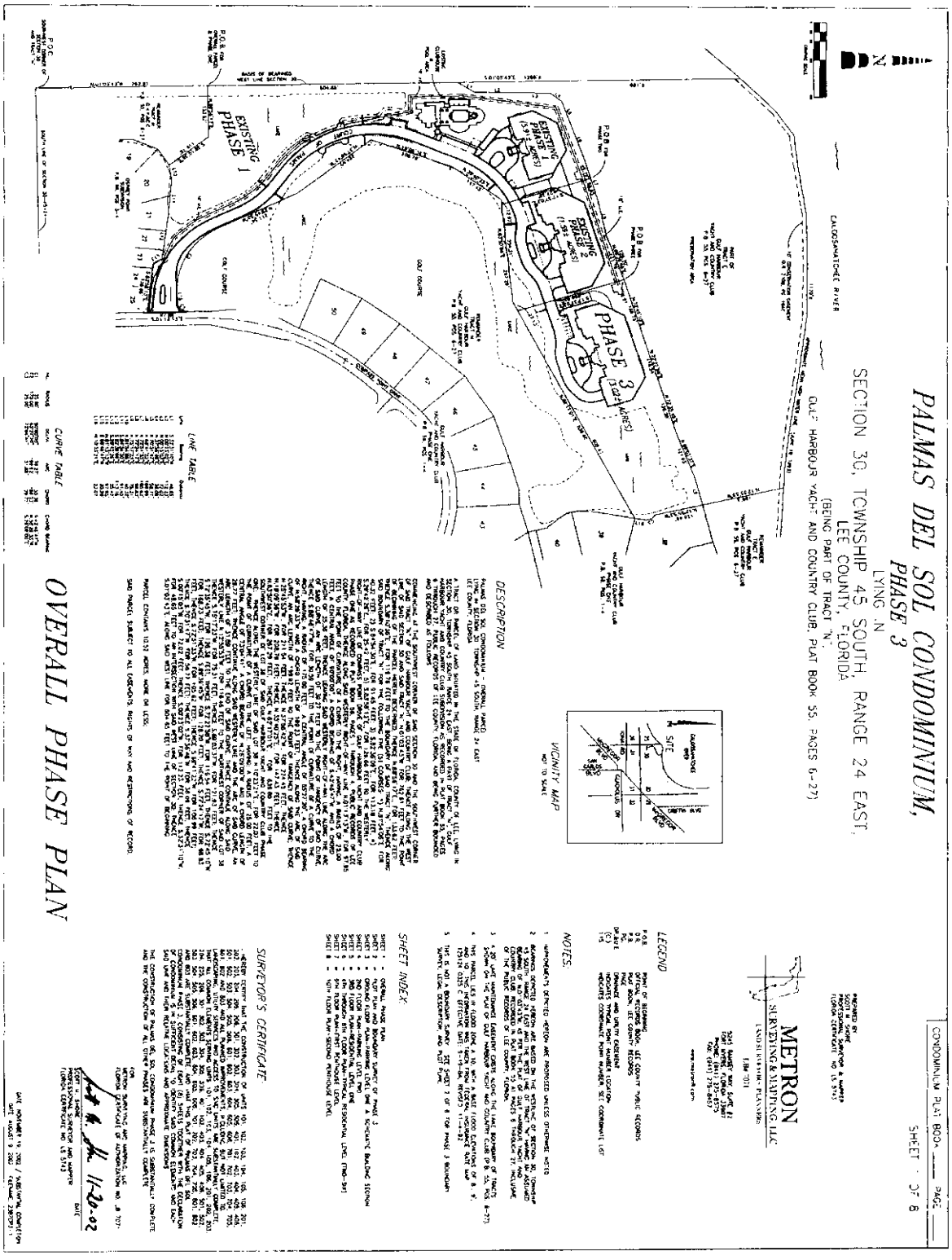


EXHIBIT "A-1"

INSTR # 2015000075324 Page Number: 82 of 139

OR BOOK 03611 PAGE 1241

EXHIBIT "A-2"

CONDOMINIUM PLAT BOOK ____ PAGE ____

SHEET 2 OF 8

PALMAS DEL SOL CONDOMINIUM, PHASE 3

LYING IN

SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA

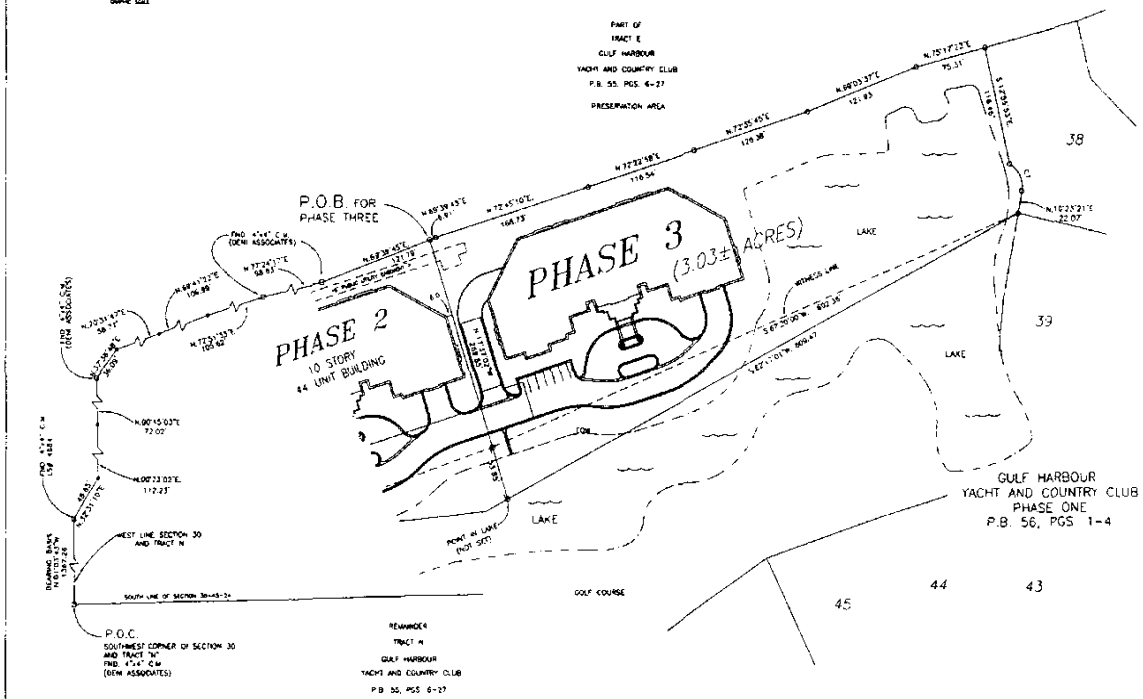
(BEING PART OF TRACT "N", GULF HARBOUR YACHT AND COUNTRY CLUB, PLAT BOOK 55, PAGES 6-27)

PREPARED BY:
SCOTT M. SHORE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. LS 5743

METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS - PLANNERS
LB# 7071

5245 RAMSEY WAY, SUITE #7
FORT MYERS, FLORIDA 33907
PHONE (941) 275-6575
FAX (941) 275-6485

www.metronsm.com



NOTES:

1. ALL IMPROVEMENTS SHOWN ARE PROPOSED UNLESS NOTED OTHERWISE
2. BEARINGS ARE BASED ON THE WEST LINE OF SECTION 30, TOWNSHIP 45 AS HAVING AN ASSUMED BEARING OF N.01°03'43"E. AS PER THE PLAT OF GULF HARBOUR YACHT AND COUNTRY CLUB AS RECORDED IN PLAT BOOK 55 AT PAGES 6 THROUGH 27, INCLUSIVE, OF THE PUBLIC RECORDS OF LEE COUNTY FLORIDA.
3. A 20' LAKE MAINTENANCE EASEMENT EXISTS ALONG THE LAKE BOUNDARY OF TRACTS SHOWN ON THE PLAT OF GULF HARBOUR YACHT AND COUNTRY CLUB (PLAT BOOK 55, PG. 6-27)
4. THIS PARCEL LIES IN FLOOD ZONE A 10, WITH A BASE FLOOD ELEVATIONS OF 8, 9 & 10. THIS INFORMATION WAS TAKEN FROM FEDERAL INSURANCE RATE MAP 12071C 0325 C, EFFECTIVE DATE 8-18-84, REVISED: 11-4-92.
5. ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 AND LEE COUNTY BENCHMARK SFM 08-04, ELEVATION = 8.90.
6. SEE SHEET 1 OF 8 FOR OVERALL LEGAL DESCRIPTION.
7. DATE OF FIELD SURVEY: 11-18-2002. LAKE LOCATED 4-21-97
8. SAID PARCEL SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD.

THIS BOUNDARY SURVEY WAS PREPARED FOR GROSSE POINTE ASSOCIATES, LTD.

FOR THE BENEFIT OF:
GROSSE POINTE ASSOCIATES, LTD.
ANNIS, MITCHELL, COCKEY, EDWARDS & ROEHM, P.A.

BY: _____ DATE 11-20-02
SCOTT M. SHORE, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5743

METRON SURVEYING & MAPPING, LLC
LAND SURVEYORS - PLANNERS
FLORIDA CERTIFICATE OF AUTHORIZATION LB.# 7071

LEGEND

P.O.B.	POINT OF BEGINNING, PHASE TWO
O.R.	OFFICIAL RECORDS BOOK, LEE COUNTY PUBLIC RECORDS
P.B.	PLAT BOOK, LEE COUNTY PUBLIC RECORDS
PG.	PAGE
DR & U.E.	DRAINAGE AND UTILITY EASEMENT
L.S.	LICENSED SURVEYOR
C.M.	CONCRETE MONUMENT
C.E.	COMMON ELEMENT
L.C.E.	LIMITED COMMON ELEMENT
1.15	INDICATES COORDINATE POINT NUMBER, SEE COORDINATE LIST
(C)	INDICATES TYPICAL POINT NUMBER LOCATION
P.C.P.	PERMANENT CONTROL POINT
P.R.M.	PERMANENT REFERENCE MONUMENT
S.I.R.	SET 5/8" IRON ROD WITH METRON LB 7071 CAP
FND.	FOUND
●	FOUND 5/8" IRON ROD WITH K&T LB 6468 CAP
○	SET 5/8" IRON ROD WITH METRON LB 7071 CAP
□	FOUND CONCRETE MONUMENT

CURVE TABLE

NO	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	25.00	72°04'41"	31.89	29.77	S.26°09'00"E

DESCRIPTION
OF PALMAS DEL SOL CONDOMINIUM, PHASE 3
LYING IN SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA.

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST, BEING A PART OF TRACTS "E" AND "N", GULF HARBOUR YACHT AND COUNTRY CLUB SUBDIVISION AS RECORDED IN PLAT BOOK 55, PAGES 6 THROUGH 27, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30 AND THE SOUTHWEST CORNER OF SAID TRACT "N" OF GULF HARBOUR YACHT AND COUNTRY CLUB; THENCE ALONG THE WEST LINE OF SAID SECTION 30 AND SAID TRACT "N", N.01°03'43"E. FOR 1347.28 FEET; THENCE LEAVING SAID WEST LINE, N.37°31'10"E. FOR 48.83 FEET; THENCE N.00°23'02"E. FOR 112.23 FEET; THENCE N.00°15'03"E. FOR 72.02 FEET; THENCE N.37°36'48"E. FOR 38.09 FEET; THENCE N.70°31'47"E. FOR 58.77 FEET; THENCE N.68°41'22"E. FOR 106.99 FEET; THENCE N.72°31'33"E. FOR 105.82 FEET; THENCE N.77°45'17"E. FOR 98.63 FEET; THENCE N.69°39'45"E. FOR 121.79 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE N.89°39'45"E. FOR 6.81 FEET; THENCE N.77°45'10"E. FOR 168.73 FEET; THENCE N.72°12'56"E. FOR 116.54 FEET; THENCE N.72°55'45"E. FOR 116.06 FEET; THENCE N.89°03'37"E. 121.93 FEET; THENCE N.75°17'23"E. FOR 75.31 FEET; THENCE S.13°55'53"E. FOR 118.68 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 73°04'41", A CHORD BEARING OF S.29°09'00"E. AND A CHORD LENGTH OF 29.77 FEET; THENCE ALONG THE ARC OF SAID CURVE, 31.89 FEET TO THE POINT OF TANGENCY; THENCE S.16°23'21"W. FOR 22.07 FEET; THENCE S.42°17'01"W. FOR 604.47 FEET; THENCE N.17°37'07"W. FOR 288.85 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 3.03 ACRES, MORE OR LESS.

PLOT PLAN AND BOUNDARY SURVEY

DATE: NOVEMBER 19, 2002 / SUBSTANTIAL COMPLETION DATE: AUGUST 5, 2002 FILENAME 2307P3-2

OR BOOK 03811 PAGE 1342

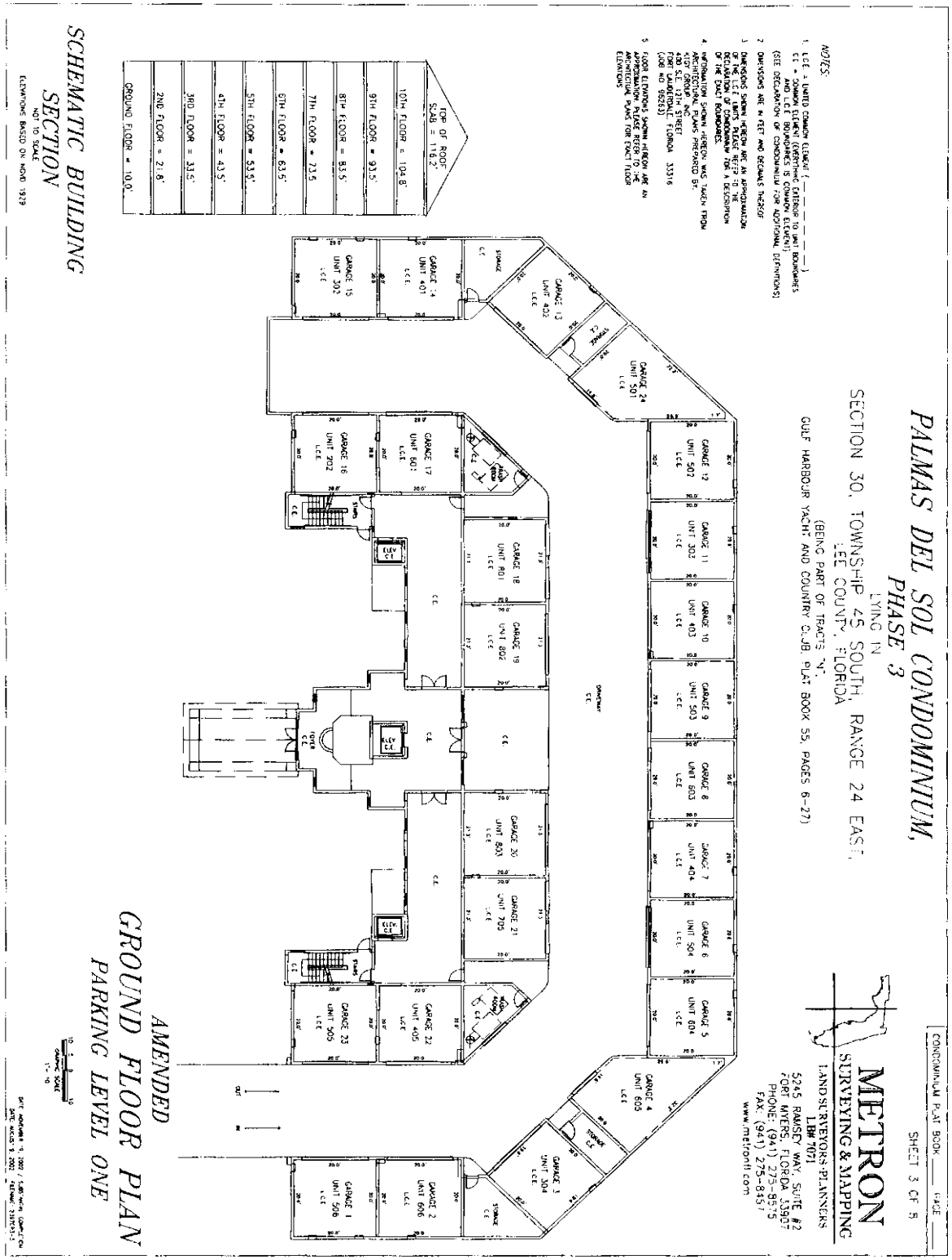


EXHIBIT "A-3"

INSTR # 2015000075324 Page Number: 84 of 139

CONDOMINIUM PLAT BOOK ____ PAGE ____

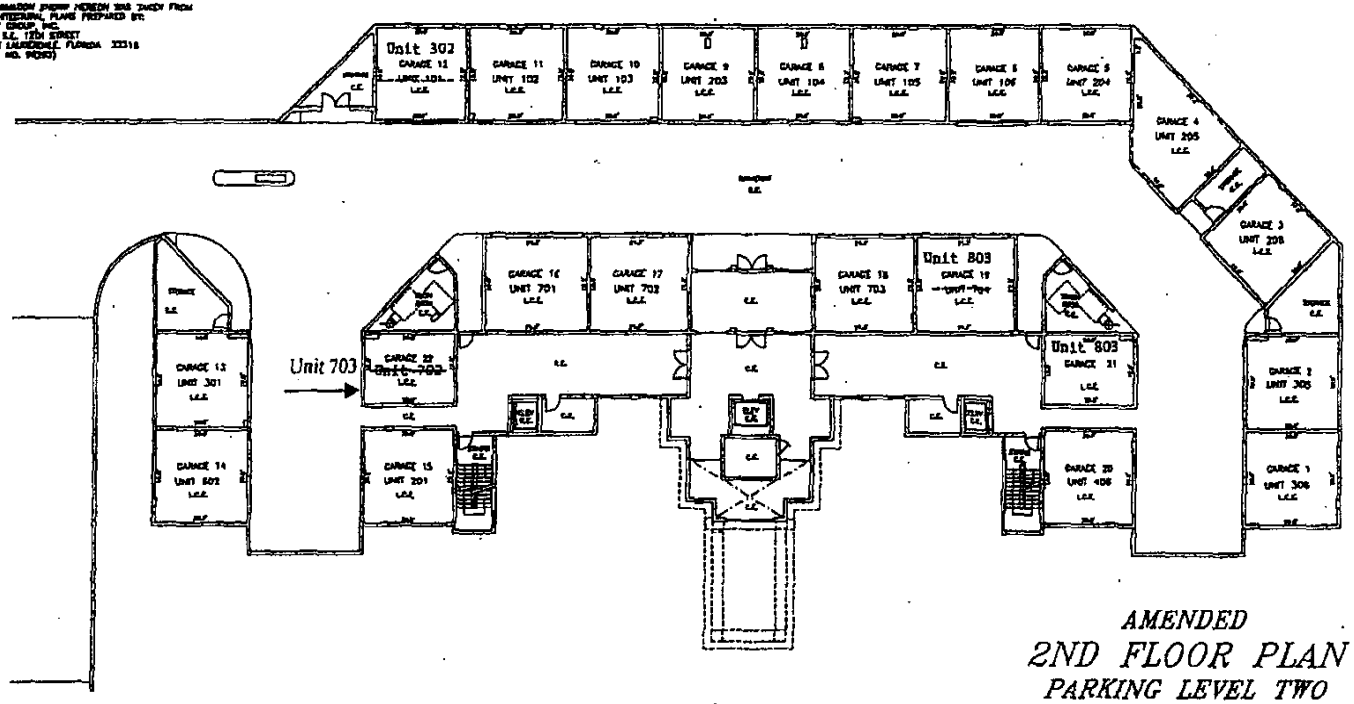
SHEET 4 OF 8

PALMAS DEL SOL CONDOMINIUM,
PHASE 3
LYING IN
SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA
(BEING PART OF TRACTS "N",
GULF HARBOUR YACHT AND COUNTRY CLUB, PLAT BOOK 55, PAGES 6-27)

NOTES:

1. L.C.E. = LIMITED COMMON ELEMENT [- - - - - - - - - - - - - - - - - - - -]
   C.E. = COMMON ELEMENT (EXISTING EXTERIOR TO UNIT BOUNDARIES AND L.C.E. BOUNDARIES IS COMMON ELEMENT)
   (SEE DECLARATION OF CONDOMINIUM FOR ADDITIONAL DEFINITIONS)
2. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF
3. DIMENSIONS SHOWN HEREON ARE AN APPROXIMATION OF THE L.C.E. LIMITS. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM FOR A DESCRIPTION OF THE EXACT BOUNDARIES.
4. INFORMATION SHOWN HEREON WAS TAKEN FROM ARCHITECTURAL PLANS PREPARED BY:
   KOST GROUP, INC.
   420 S.E. 12TH STREET
   FORT LAUDERDALE, FLORIDA 33316
   (408 NO. PGMS)

METRON
SURVEYING & MAPPING
LAND SURVEYORS-PLANNERS
LB# 7071
5245 RAMSEY WAY, SUITE #2
FORT MYERS, FLORIDA 33907
PHONE: (941) 275-8575
FAX: (941) 275-8457
www.metronfl.com



AMENDED
2ND FLOOR PLAN
PARKING LEVEL TWO

OR BOOK 03811 PAGE 1344

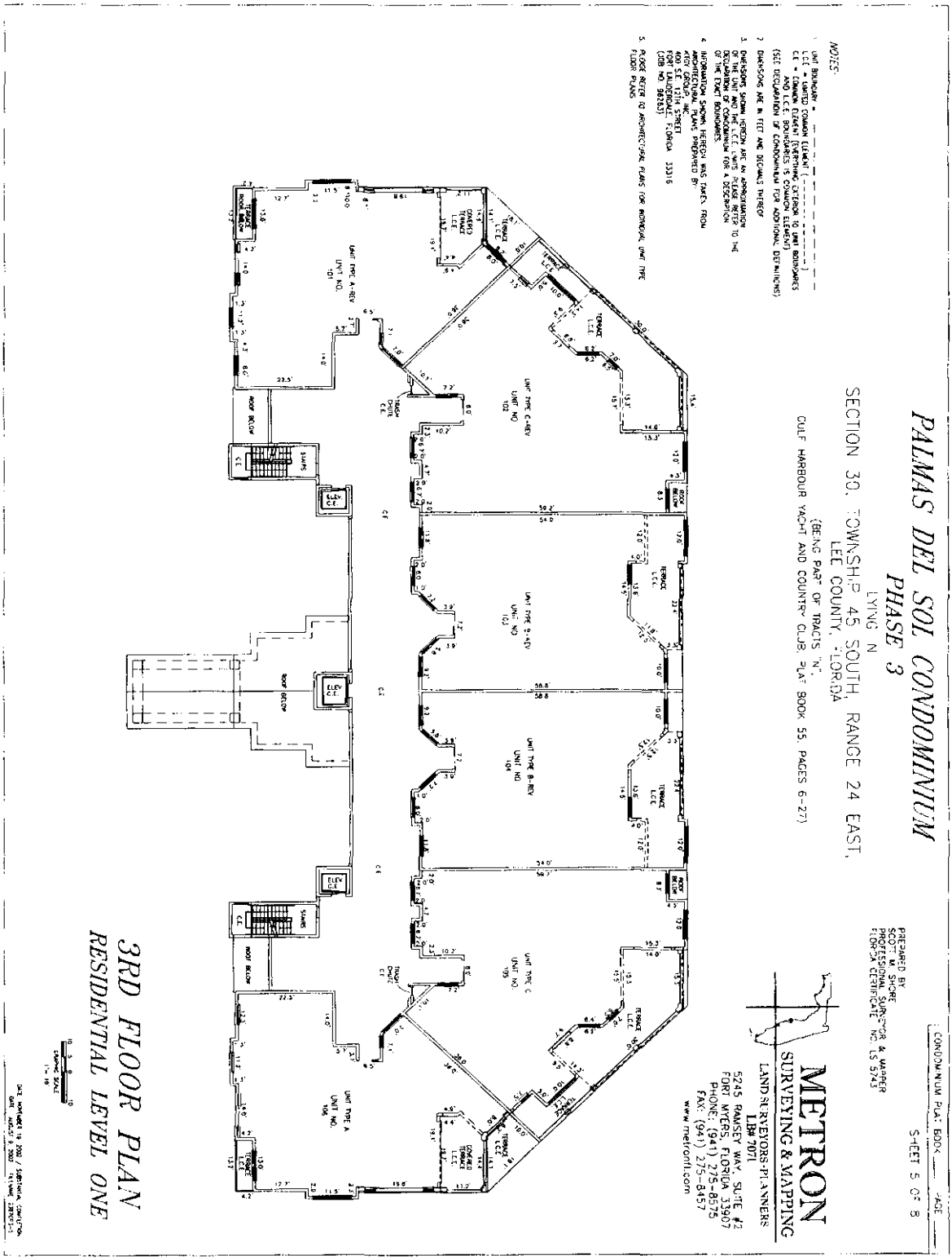


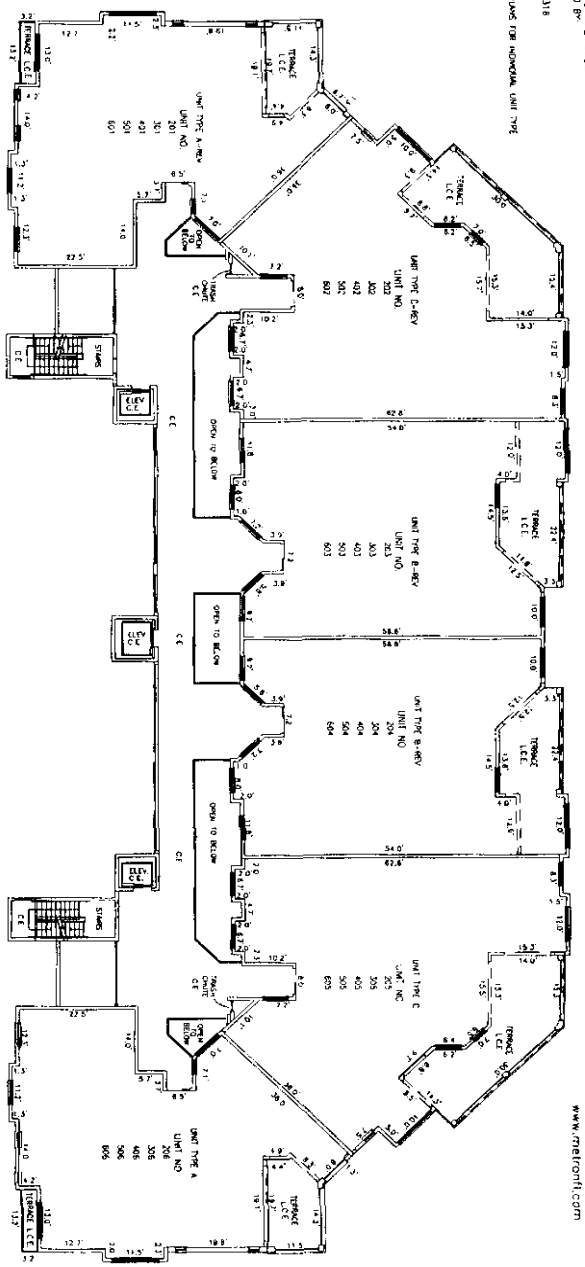
EXHIBIT "A-5"

PALMAS DEL SOL CONDOMINIUM
PHASE 3

LYING IN
SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA
(BEING PART OF TRACTS "N",
GULF HARBOUR YACHT AND COUNTRY CLUB, PLAT BOOK 55, PAGES 6-27)

NOTES:

1. UNIT BOUNDARY & ELEMENT [illegible]
   L.C.E. = LIMITED COMMON ELEMENT
   C.E. = COMMON ELEMENT (EVERYTHING EXTERIOR TO UNIT BOUNDARIES AND L.C.E. BOUNDARIES IS COMMON ELEMENT)
   (SEE DECLARATION OF CONDOMINIUM FOR ADDITIONAL DEFINITIONS)
2. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF
3. DIMENSIONS SHOWN HEREON ARE AN APPROXIMATION OF THE UNITS AND THE L.C.E. LIMITS. PLEASE REFER TO THE DECLARATION OF CONDOMINIUM FOR A DESCRIPTION OF THE EXACT BOUNDARIES
4. INFORMATION SHOWN HEREON WAS TAKEN FROM ARCHITECTURAL PLANS PREPARED BY:
   ARCHITECTURAL DESIGN GROUP
   400 S.E. 12TH STREET
   FORT LAUDERDALE, FLORIDA 33316
   (JOB NO. 9826)
5. PLEASE REFER TO ARCHITECTURAL PLANS FOR HORIZONTAL UNIT TYPE FLOOR PLANS

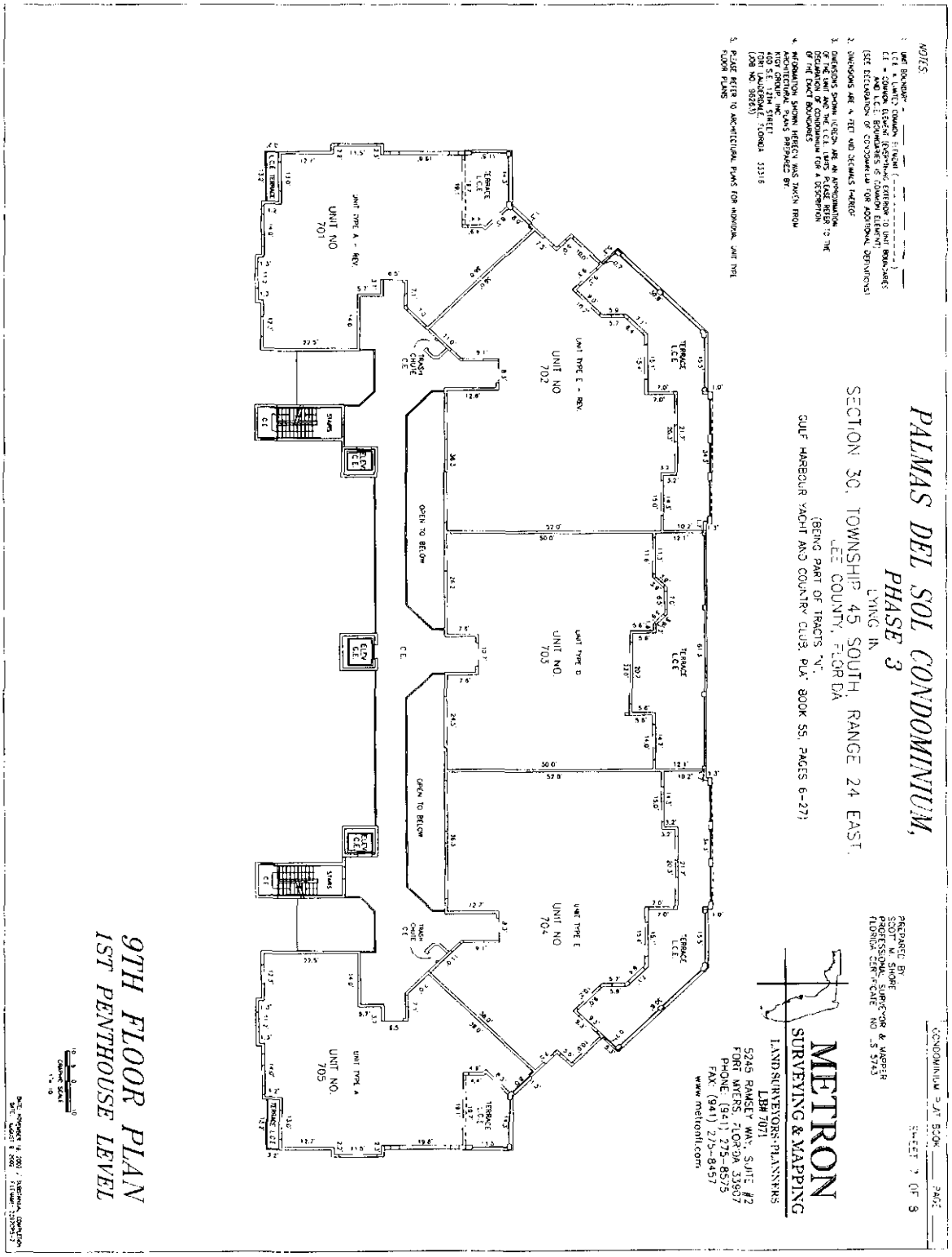


4TH - 8TH FLOOR PLAN
TYPICAL RESIDENTIAL LEVEL (TWO-SIX)

METRON
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LAND SURVEYORS-PLANNERS
LB# 7071
5245 RAMSEY WAY, SUITE #2
FORT MYERS, FLORIDA 33907
PHONE: (941) 275-8575
FAX: (941) 275-8457
www.metronfl.com

PREPARED BY
SCOTT M. SHORE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. LS 5743

CONDOMINIUM PLAT BOOK ___ PAGE ___
SHEET 6 OF 8


PALMAS DEL SOL CONDOMINIUM,
PHASE 3
LYING IN
SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA
(BEING PART OF TRACTS "N",
GULF HARBOUR YACHT AND COUNTRY CLUB, PLAT BOOK 55, PAGES 6-27)
NOTES:
UNIT BOUNDARY
LCE = LIMITED COMMON ELEMENT
CE = COMMON ELEMENT (EXCEPTING EXTERIOR OF UNIT BOUNDARIES
(SEE DECLARATION OF CONDOMINIUM FOR ADDITIONAL DEFINITIONS)
DIMENSIONS ARE IN FEET AND DECIMALS THEREOF
DIMENSIONS SHOWN HEREON ARE AN APPROXIMATION
OF THE UNIT AND THE LCE. REFER TO THE
DECLARATION OF CONDOMINIUM FOR A DESCRIPTION
OF THE EXACT BOUNDARIES
INFORMATION SHOWN HEREON WAS TAKEN FROM
ARCHITECTURAL PLANS PREPARED BY:
KITO GROUP, INC.
400 S.E. 12TH STREET
FORT LAUDERDALE, FLORIDA 33316
(JOB NO. 9606)
PLEASE REFER TO ARCHITECTURAL PLANS FOR INDIVIDUAL UNIT TYPE
FLOOR PLANS
UNIT NO 701
UNIT TYPE A - REV.
UNIT NO 702
UNIT TYPE E - REV.
UNIT NO 703
UNIT TYPE D
UNIT NO 704
UNIT TYPE E
UNIT NO 705
UNIT TYPE A
TERRACE LCE
TRASH CHUTE CE
STAIRS CE
ELEV CE
OPEN TO BELOW
CE
9TH FLOOR PLAN
1ST PENTHOUSE LEVEL
GRAPHIC SCALE
1" = 10'
CONDOMINIUM PLAT BOOK ____ PAGE ____
SHEET 7 OF 8
PREPARED BY:
SCOTT M. SHORE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. LS 5743
METRON
SURVEYING & MAPPING
LAND SURVEYORS-PLANNERS
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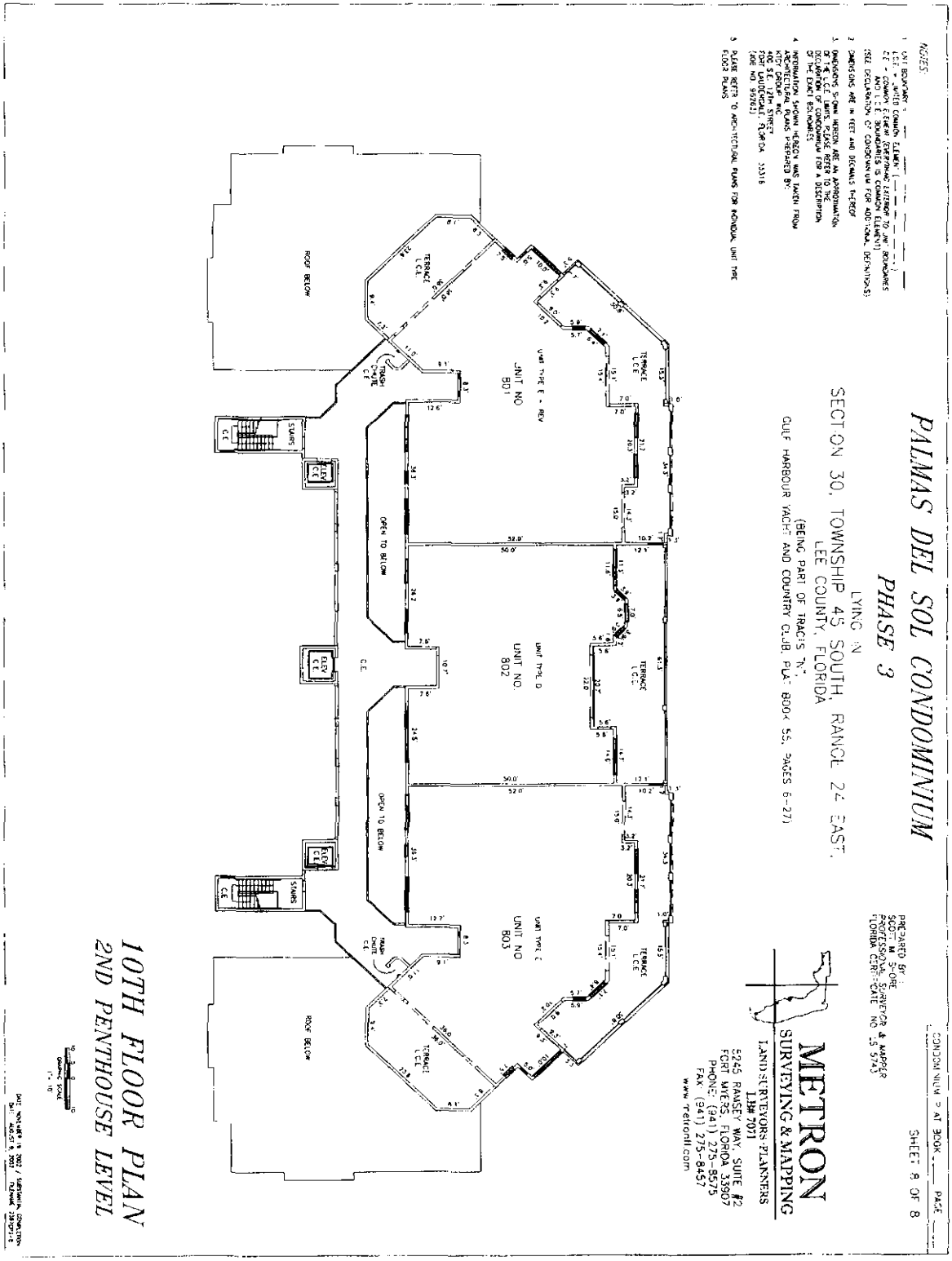

PALMAS DEL SOL CONDOMINIUM
PHASE 3
LYING IN
SECTION 30, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA
(BEING PART OF TRACTS "N",
GULF HARBOUR YACHT AND COUNTRY CLUB, PLAT BOOK 55, PAGES 6-27)
10TH FLOOR PLAN
2ND PENTHOUSE LEVEL
UNIT NO 801
UNIT NO 802
UNIT NO 803
ROOF BELOW
OPEN TO BELOW
TERRACE LCE
TRASH CHUTE CE
STAIRS CE
ELEV CE
METRON
SURVEYING & MAPPING
LAND SURVEYORS-PLANNERS
LB# 7071
5245 RAMSEY WAY, SUITE #2
FORT MYERS, FLORIDA 33907
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FAX: (941) 275-8457
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SHEET 8 OF 8

EXHIBIT "A-8"

AMENDED AND RESTATED

BYLAWS

OF

PALMAS DEL SOL CONDOMINIUM ASSOCIATION, INC.

SUBSTANTIAL REWORDING OF BYLAWS -
SEE CURRENT BYLAWS FOR CURRENT TEXT

1. **IDENTITY.** These are the Amended and Restated Bylaws (hereinafter "Bylaws") of Palmas Del Sol Condominium Association, Inc., a Florida not-for-profit Corporation formed for the purpose of administering Palmas Del Sol (hereinafter "the Condominium") which is located at in Fort Myers, Lee County, Florida, upon the lands described in the Declaration of Condominium. (The corporation may hereafter be referred to as the "Association.")

1.1 **Office.** The office of the Association shall be at such location within Lee County, as may from time to time be determined by the Board of Directors.

1.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

1.3 **Seal.** The corporate seal of the Association shall be adopted and may be changed by the Board of Directors and shall bear the name or abbreviated name of the Association, the word "Florida," the year of establishment, and shall identify the Association as a not-for-profit corporation. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.

1.4 **Definitions.** All terms used in these Bylaws shall have the same meaning, to the extent applicable, as set forth in the Articles of Incorporation for the Association, the Declaration of Condominium and the Florida Condominium Act (Chapter 718, Florida Statutes, 2013), all as amended from time to time.

2. **MEMBERS' MEETINGS.**

2.1 **Annual Meetings.** Annual Members' meetings shall be held at such convenient location in Lee County as may be determined by the Board of Directors. The annual meeting shall be held on the date and time determined by the Board for the purpose of transacting any business authorized to be transacted by the Members.

2.2 **Special Meetings.** Special Members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and shall be called by the President or Secretary within a reasonable time of receipt of written notice from 25% of the Voting Interests of the Association. Members' meetings to recall a Member or Members of the Board of

Directors may be called by 10% of the Voting Interests of the Association who shall give notice of the meeting, stating the purpose of the meeting, pursuant to Section 718.112(2)(j) of the Act.

2.3 Notice of Members' Meetings. Notice of all Members' meetings, stating the time, place, and purpose(s) of the meeting, shall be sent to each Member by United States regular mail, unless waived in writing, at least 14 days prior to the meeting as to annual meetings and 10 days as to special meetings. The Association shall only be obligated to mail or deliver notice to one location, no matter how many persons own a Unit and no matter how many other residences such Owner may have. In the absence of written direction to the contrary, notices will be given to the address of the Unit. Hand delivery and electronic notice is acceptable where permissible by law. Officers required to give notice may delegate the actual giving of notice to another person, such as an Assistant Officer or managing agent. Any Members' meeting or election at which one or more Directors are to be elected must be noticed as provided for in Article 2.4 next following. An Officer of the Association or other person providing notice shall execute an affidavit of mailing per Section 718.112(2)(d)(3) of the Act, which shall be retained in the official records of the Association as proof of such mailing. The notice of the annual meeting shall include an agenda for all known substantive matters to be discussed, or have such an agenda attached to it. A copy of the notice and agenda for the annual meeting shall be posted at a conspicuous location, designated by Board resolution, on the Condominium Property at least 14 days in advance of the meeting.

Notice of specific meetings may be waived before or after the meeting and the attendance of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

2.4 Board of Directors Election Meetings - Notice and Procedure. The regular election of Directors shall occur as the first item of business at the annual meeting.

2.4.1 Not less than 60 days before a scheduled election, the Association shall mail, or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Member entitled to vote, a first notice of the date of the election. Any person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than 40 days before scheduled election. Not less than 14 days before the election, the Association shall mail or deliver a second notice of the election to all Members entitled to vote therein, together with a written secret ballot containing the names of all properly pre-qualified candidates which shall include an information sheet (if provided by the candidate), no larger than 8½ inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.

2.4.2 There is no quorum requirement necessary for an election. However, at least twenty percent (20%) of the Voting Interests must cast a ballot in order to have a valid election and elections shall be decided by a plurality of those votes cast.

2.4.3 In the event that there are only as many (or fewer) candidates pre-qualified for election as there are open seats on the Board, no election shall be held and the pre-qualified candidates shall automatically become Members of the Board after the annual meeting.

2.4.4 The Board may establish additional election rules or procedures as it deems appropriate to ensure a fair election process. Substantial compliance with these Bylaws and the Act relative to election procedures is sufficient.

2.5 Quorum/Voting. A quorum at Members' meetings shall consist of persons entitled to cast at least a majority of the Voting Interests of the entire membership. Those Members whose voting rights are suspended pursuant to the terms of the Condominium Documents and/or Florida Law shall be subtracted from the required number of votes in any calculation for purposes of determining whether a quorum is present during the period of suspension and such Voting Interests shall likewise be subtracted from the required number of votes when calculating any required vote as set forth in the Condominium Documents or the Act. Decisions made by a majority of the Voting Interests present and voting, in person or by proxy, at a meeting at which a quorum is present shall be binding and sufficient for all purposes except such decisions as may by the Act or the Condominium Documents require a larger percentage in which case the percentage required in the Act, or the Condominium Documents shall govern. To the extent lawful, Members may join in any action taken at a meeting of the Members through written approval of such action executed after the meeting, and such approval shall be as though the Member duly approved the action of the meeting in question.

2.5.1 Units Owned by Association. No Voting Interest or consent right allocated to a Unit owned by the Association shall be exercised or considered for any purpose, whether for a quorum, an election or otherwise, as provided in Section 718.112(2)(b)2. of the Act. Whenever a Unit owned by the Association is ineligible to vote due to the provisions of the Act and these Bylaws, the Voting Interest attributable to that Unit shall be subtracted from the required number of votes when calculating any required vote for quorum for the period during which the Association owns the Unit.

2.6 Indivisible Vote. Each Unit shall have one indivisible vote per Unit. If a Unit is owned by multiple individuals, such as a husband and wife, any record Owner may vote on behalf of the Unit. If a Unit is owned by a corporation, any officer may vote on behalf of said corporation. If a Unit is owned by a partnership, any general partner may vote on behalf of the partnership. If a Unit is owned in trust, any trustee of a trust shall be entitled to vote. If a Unit is owned by a limited liability company, any member or manager may vote on behalf of the limited liability company. Any person with apparent authority asserting the right to vote on behalf of a Unit owned by an artificial entity shall be conclusively presumed to be entitled to vote on behalf of said Unit, unless the Unit has filed voting instructions with the Association designating some other person entitled to vote. If multiple Owners or non-individual Owners of a Unit cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not necessary. No individual may cast a vote assigned to a Unit where the voting rights assigned to the Unit are suspended pursuant to the terms of the Condominium Documents and/or Florida Law.

2.7 Voting/Proxies. Votes may be cast in person or by proxy. Members and proxy holders may participate in Association meetings via telephone conference, if permitted by the Association. Absent a resolution of the Board to the contrary, the President of the Association shall have the authority to determine whether Members or holders of proxies should be allowed to participate in any particular meeting of the Membership by telephonic conference. In order for a proxy holder to participate telephonically in an Association meeting, a copy of the proxy must be provided to the Association, at the meeting location, prior to the start of the meeting. Only Members or the spouse of a Member may be delegated to hold proxies, provided that the Board may designate agents of the Association (including but not limited to association legal counsel or the association's manager) as an eligible proxy holder. Proxies shall be in writing, signed and dated, and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than 90 days, and must be filed with the Association before or at the voter registration immediately preceding the meeting, or adjournment thereof. Except as specifically otherwise provided by law, Members may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Condominiums, Timeshares and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or Bylaws; and for any other matter which the Act requires or permits a vote of the Members. To the extent permissible by law, it is the intent of these Bylaws that Members who are given the opportunity to vote by limited proxy, but decline to do so, may grant general powers (including the right to vote with respect to designated agenda items) to the holder of their proxy. No proxy, limited or general, shall be used in the election of Board Members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. A photographic, photostatic, facsimile, electronic or equivalent reproduction of a signed proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

2.8 No Quorum/Adjournment. If any meeting of Members cannot be organized because a quorum is not present, or if insufficient Voting Interests are represented to approve a proposed item of Association business, or in any case where a majority of the Voting Interests present (in person or by proxy) so agree, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, or enough votes can be cast to decide a question, or the meeting can be reconvened consistent with the intention of the Members in their approval of the adjournment.

2.9 Order of Business. The order of business at annual Members' meetings and, as far as applicable at all other Members' meetings, shall be:

2.9.1 Call to order by the President;

2.9.2 At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a Member or a Director);

2.9.3 Appointment by the Chair of inspectors of election;

2.9.4 Election of Directors;

2.9.5 Calling of the roll, certifying of proxies and determination of a quorum; or, in lieu thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy;

2.9.6 Proof of notice of the meeting or waiver of notice;

2.9.7 Disposal of unapproved minutes;

2.9.8 Reports of Officers;

2.9.9 Reports of Committees;

2.9.10 Unfinished business;

2.9.11 New business;

2.9.12 Adjournment.

2.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice, and without a vote if a consent in writing setting forth the action so taken, shall be signed by the requisite number of Voting Interests to approve the action.

3. BOARD OF DIRECTORS.

3.1 Number, Term, and Qualifications. The affairs of the Association shall be governed by a Board composed of five (5) Directors. All Directors shall be Members or the spouse of a Member. If provided in the Act as amended from time to time, co-owners of a Unit cannot simultaneously serve on the Board, except as permitted by the Act. No more than one natural person may represent any one Unit on the Board at any given time. When a Unit is owned by a corporation, a partnership, limited liability company or similar entity, the Primary Occupant, as designated pursuant to the Declaration of Condominium, and the spouse of the Primary Occupant shall be eligible for Board membership. If the Unit is excused from designation of a Primary Occupant because the entity held title before the effective date of this provision, then any eligible voter, as described in Article 2.6 shall be eligible for Board service. Trustees and beneficiaries of trusts (provided that the beneficiaries reside in the Unit), and the spouses of such persons, shall be considered eligible for Board membership. Persons who have been convicted of any felony in this State or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction that would be considered a felony if committed in this State, are not eligible to serve on the Board, unless such felon's rights have been restored for a period of at least 5 years as of the date on which such person seeks election to

the Board. A person who has been suspended or removed by the Division of Florida Condominiums, Timeshares, and Mobile Homes pursuant to the Act, or who is more than 90 days delinquent in the payment of any fee, fine, or special or regular assessment is not eligible for Board membership. All Directors will be elected for a two (2) year term. It is the intention of these Bylaws that the staggered Directorate previously established be maintained. To maintain a staggered Directorate, the Board may hold seats in future elections open for one or two year terms, when necessary or appropriate. In any election where restaggering is necessary, candidates are elected for different terms, those candidates receiving the higher number of votes shall be elected to the lengthier seat. In the event that there is no election, such as in a case where there are fewer pre-qualified candidates than open seats, the Directors who are seated shall agree amongst themselves which shall serve the two-year terms and which shall serve the one-year terms. This decision shall be recorded in the minutes of a duly noticed Board of Directors' meeting. In the event the Directors cannot agree on which among them shall serve the lengthier and shorter seats, the Board shall hold a "run-off" election, wherein those receiving the most votes will be elected to a lengthier term. The term of each Director's service shall extend until their elected term is completed. Resignations of Directors are effective when received by the Association in writing, unless a later date is stated.

3.2 Board Vacancies. Vacancies in the Board of Directors shall be filled by appointment by a majority vote of the remaining Directors for the remainder of the unexpired term as provided in Article 3.1; provided that when a Director has been recalled by the membership, the vacancy created by his removal cannot be filled with the same person as has been removed from the Board, and when a majority of the Board has been recalled, vacancies shall be filled by the membership, as provided by law.

3.3 Organizational Meeting. The organizational meeting of each newly-elected Board of Directors to elect Officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, the organizational meeting shall be held immediately following the annual meeting of the Members.

3.4 Regular Meetings. Regular meetings 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, unless fixed by Board resolution, shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile at least two days prior to the day named for such meeting.

3.5 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of any two (2) Directors. Not less than two days' notice of the meeting (except in an emergency) shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile, which notice shall state the time, place, and purpose of the meeting. Twenty percent (20%) of the Voting Interests may petition for the Board to take up an item of business at a regular or special meeting of the Board. Such meeting must be held within 60 days of receipt of the petition. The Board is not required to take any particular action as a result of such petitions.

3.6 Waiver of Notice. Any Director may waive notice of a meeting before, at, or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting.

3.7 Notice to Owners of Board Meetings. Notice of meetings, which notice shall specifically include an agenda, shall be posted conspicuously as provided in Article 2.3 of these Bylaws at least 48 continuous hours in advance of the meeting for the attention of Members, except in an emergency. If closed circuit television is available, the Board may use same for posting notices, as permitted by law. Meetings at which a regular monthly or quarterly Assessment or Special Assessment is to be considered shall specifically state that Assessments will be considered and the nature, estimated cost, and description of the purpose for such Assessments. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding Unit use will be considered, or where the Board will establish the deductible feature of the Association's insurance policies, shall be mailed or delivered (including electronic delivery, as provided by law) to the Members and posted conspicuously as provided in Article 2.3 of these Bylaws not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by an affidavit executed by the person giving notice, where required by law, and shall be filed among the official records of the Association.

3.8 Owner Participation in Board Meetings. Meetings of the Board of Directors at which a majority of the Board Members are present, shall be open to all Members. Members may not designate third persons, through power of attorney or otherwise, to attend Board meetings, unless agreed to otherwise by the Board. The Member's right to attend Board meetings includes the right to speak with reference to all designated agenda items; provided, however, the Board may adopt reasonable rules governing the frequency, duration, and manner of Member statements. Unless otherwise provided by the Board, each Member is entitled to speak for three minutes with reference to designated agenda items. Board meetings subject to the attorney-client privilege and Board meetings involving personnel matters shall not be subject to Member attendance.

3.9 Board Meetings, Quorum, and Voting. The designation of the agenda for Board meetings shall be at the discretion of the President. However, the President shall be obligated to include any item on the agenda for a Board meeting, if requested, in writing, by two Board Members, and where required due to petition from twenty percent (20%) of the Voting Interests. A quorum at Directors' Meetings shall consist of a majority of the Directors. The acts approved by a majority of the Board of Directors present and voting at a meeting shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings (except that Directors may vote by secret ballot when electing Officers) and a vote or abstention for each Member present shall be recorded in the minutes. A Director of the Association who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. If at any meeting of the Board there be less than a quorum present, or if a quorum exists and a majority of the Directors so approve, the Director(s) present may adjourn the meeting from time to time until a quorum is present and no further notice need be given except for announcement at the meeting as to the date, time, and place of the adjournment. At any adjourned meeting, any business which might have been transacted at

the meeting as originally called may be transacted. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum or counted as official vote for the Board's meeting. Directors may participate telephonically in Board meetings, as provided by law.

3.10 Presiding Officer. The presiding Officer at Directors' meetings shall be the President, and in his absence, the Vice President. In the absence of the presiding Officer, the Directors present shall designate one of their numbers to preside.

3.11 Director Compensation. Directors shall serve without pay but shall be entitled to reimbursement for documented expenses reasonably incurred.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. All of the powers and duties of the Association existing under the laws of Florida generally, Florida Not For Profit Corporation Statute, the Condominium Act, and the Condominium Documents, all as amended from time to time, shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees, when said powers and duties have been delegated by the Board, subject only to the approval by Members when such is specifically required. The powers of the Directors shall include, but shall not be limited to, the power:

4.1 To Assess. The Directors shall adopt budgets and make and collect special and periodic Assessments against Owners to defray the costs of the Association.

4.2 To Expend Association Funds. The Directors shall use the proceeds of Assessments in the exercise of its powers and duties.

4.3 To Maintain The Condominium Property. The Directors shall maintain, repair, replace, and operate the property within the Condominium.

4.4 To Adopt Regulations. The Directors shall enact and may amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration of Condominium.

4.5 To Reconstruct After Casualty. The Directors may reconstruct the Units, Common Elements, Limited Common Elements, and Association Property improvements after casualty and to further improve the property, as specified in the Declaration of Condominium.

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

4.7 To Enforce. The Directors may enforce by legal means the provisions of applicable laws and the Condominium Documents, and may interpret the Condominium Documents, as the final arbiter of their meaning, unless such interpretation is wholly arbitrary, or contrary to law.

4.8 To Contract. The Directors may contract for management, maintenance, and operation of the Condominium.

4.9 To Insure. The Directors shall carry insurance for the protection of the Members and the Association, pursuant to requirements contained in the Declaration of Condominium and the Act.

4.10 To Pay Utility Bills. The Directors shall pay the cost of all utility services rendered to the Condominium and not billed to Owners of individual Units.

4.11 To Hire and Discharge. The Directors may employ personnel and/or designate other Officers to be paid a reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

4.12 To Sue and Be Sued. The Directors may bring and defend suits and other proceedings and may exercise its business judgment as to whether the interests of the Association are best served with respect to settlement of a matter or whether a suit or other proceeding should be commenced.

4.13 To Deal in Real and Personal Property. The Directors may make and execute contracts, deeds, mortgages, notes and other evidence of indebtedness, leases, and other instruments by its Officers, and may purchase, own, lease, convey, and encumber real and personal property subject to the provisions of the Declaration. The Directors may grant or modify easements and licenses over the Condominium Property necessary or desirable for proper operation of the Condominium.

4.14 To Enter Into Contracts for Products and Services. All contracts for the purchase, lease, or renting of materials or equipment, or which are not to be fully performed within one year, and all contracts for services shall be in writing. As to any such contract which requires payment exceeding 5% of the gross budget (including reserves) except for contracts with employees of the Association, attorneys, accountants, architects, engineers, landscape architects, and community association managers, the Association shall obtain competitive bids unless the products and services are needed as the result of an emergency, or unless the desired supplier is the only source of supply within the County serving the Association. The Association need not accept the lowest bid. If a contract was awarded under the competitive bid procedures of this Article, any renewal of that contract is not subject to such competitive bid requirements if the contract contained a provision that allowed the Board to cancel a contract on thirty days' notice. Materials, equipment, or services provided to a condominium under a local government franchise agreement by a franchise holder are not subject to the competitive bid requirements of this Article.

4.15 To Levy Fines and Suspend Rights. The Directors may, pursuant to Section 718.303 of the Act, impose fines not to exceed the maximum permissible by law, and/or suspend the right to use Common Elements, as permitted by the Act, for failure of the Owner of the Unit or its Occupant, Tenant, Guest, Licensee, Invitee, or any Family members thereof to comply with the provisions of the Board policies and resolutions, the Condominium Documents, including the Rules and Regulations, and applicable laws.

4.15.1 A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law. A suspension shall be levied and enforceable for a reasonable amount of time, as determined by the Board of Directors, and subject to the approval of the independent committee specified in Article 4.15.3 hereof.

4.15.2 The Unit Owner and, if applicable, the party against whom the fine and/or suspension is sought to be levied (if different from the Unit Owner), shall be afforded an opportunity for hearing by being given notice of not less than twenty (20) days. Notice shall be effective when mailed by United States Mail, certified, return receipt requested, to the address of the Member listed in the official records of the Association, and as to Tenants, to the mailing address for the Unit. Said notice shall include:

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

(b) A statement of the provisions of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, Board policies and resolutions, or laws which have allegedly been violated; and,

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

4.15.3 The Unit Owner and, if applicable, the party against whom the fine and/or suspension is sought to be levied (if different from the Unit Owner), 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. The hearing shall be held before a Committee of Members appointed by the Board, which may not include Board Members nor persons residing in a Board Member's household. If the Committee does not agree with the fine and/or suspension, the fine and/or suspension may not be levied. Should the Association be required to initiate legal proceedings to collect a duly levied fine, or enforce a duly imposed suspension, the prevailing party in an action to collect said fine shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial (including in connection with the preparation for and conduct of fining and/or suspension hearings), at trial, and on appeal. Members shall be jointly and severally liable for the payment of fines levied against and/or suspension imposed upon Occupants, Tenants, Guests, Licensees, Invitees, or any Family members thereof.

4.16 To Appoint Committees. The Directors may appoint Committees and delegate to such Committees those powers and duties of the Association as the Board deems advisable. All Committees and Committee Members shall serve at the pleasure of the Board. Committees of the Association as defined in Section 718.103(7) of the Act, shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other Committees may meet and conduct their affairs in private without prior notice or Owner participation, unless otherwise directed by the Board of Directors.

4.17 To Ensure Fire Safety Compliance. The Directors may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the condominium Units with the applicable Fire and Life Safety Code.

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

4.19 To Exercise Emergency Powers. In the event of any "emergency" as defined in Article 4.19.10 below, the Board of Directors may exercise the emergency powers described in this Article, and any other emergency powers authorized by Section 617.0207, Florida Statutes (2013), Section 617.0303, Florida Statutes (2013), and Section 718.1265 of the Act, all as amended from time to time.

4.19.1 The Board may name as Assistant Officers persons who are not Directors, which Assistant Officers shall have the same authority as the Executive Officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any Officer of the Association.

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

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

4.19.4 The Board may change or postpone the annual meeting date to a date and time determined by the Board, even if such change will result in not holding an annual meeting in a particular calendar year, as long as the annual meeting is held no more than eighteen (18) months after the prior annual meeting date.

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

4.19.6 The Board may use reserve funds to meet Association needs, and may use reserve funds as collateral for Association loans. The Board may adopt emergency assessments with such notice deemed practicable by the Board.

4.19.7 The Board may adopt emergency Rules and Regulations governing the use and occupancy of the Units, Common Elements, Limited Common Elements, and Association property, with notice given only to those Directors with whom it is practicable to communicate.

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

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

4.19.10 For purposes of this Article only, an "emergency" exists only during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subjected to:

4.19.10.1 a state of emergency declared by local civil or law enforcement authorities;

4.19.10.2 a hurricane warning;

4.19.10.3 a partial or complete evacuation order;

4.19.10.4 federal or state "disaster area" status;

4.19.10.5 a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism; or,

4.19.10.6 an unanticipated set of circumstances, which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Association, the Members, the Condominium Property, or Association Property.

4.20 To Enter Into Contracts and Borrow Money. The Directors may make contracts and incur liabilities, borrow money at such rates of interest as the Association may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, or income.

5. OFFICERS.

5.1 Executive Officers. The executive Officers of the Association shall be the President, one or more Vice Presidents, a Secretary and a Treasurer, all of whom shall be elected annually by and from the Board of Directors, and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors may also appoint such Assistant Officers as may be desired. Assistant Officers need not be Directors.

5.2 President — Powers and Duties. The President shall be the Chief Executive Officer of the Association, shall preside at all meetings of the Board of Directors and Association meetings. The President shall have general supervision over the affairs of the Association and shall have all of the powers and duties which are usually vested in the office of President of a corporation.

5.3 Vice-President — Powers and Duties. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4 Secretary — Powers and Duties. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep and have custody of the records of the Association, except those of the Treasurer. He shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

5.5 Treasurer — Powers and Duties. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the Assessment rolls and accounts of the Members. He shall keep the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of the Treasurer of a corporation.

5.6 Officers' Compensation. Officers shall not be entitled to compensation for service as such, but shall be entitled to reimbursement of documented expenses reasonably incurred. This provision shall not preclude the Board of Directors from employing an Officer or Director as an agent or employee of the Association.

6. INDEMNIFICATION.

6.1 Indemnity. The Association shall indemnify any Officer, Director, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, Officer, or Committee Member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction

finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee Members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

6.2 Defense. To the extent that a Director, Officer, or Committee Member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Article 6.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

6.3 Advances. Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee Member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 6.

6.4 Miscellaneous. The indemnification provided by this Article 6 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee Member and shall inure to the benefit of the heirs and personal representatives of such person.

6.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Article.

7. MINUTES AND INSPECTION OF RECORDS. Minutes of all meetings of Members and of the Board of Directors shall be kept in a business-like manner. These, plus records of all receipts and expenditures and all other official records, as defined in Section 718.111(12) of the Act, shall be available for inspection by Members and Board Members at all reasonable times.

Provided, however, that the Directors may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and any copying.

8. FISCAL MANAGEMENT.

8.1 Budget. The budget shall be adopted by the Board. A proposed annual budget of Common Expenses and anticipated revenues shall be prepared by the Board of Directors which shall include all anticipated income/revenue and expenses for operation, maintenance, and administration of the Condominium. The proposed budget may also include, expenses of security, in-house communications, Directors and Officers insurance, transportation services, bulk cable or master antenna television, and interior pest control, all of which are declared to be Common Expenses under these Bylaws. The proposed budget shall include reserves per Section 718.112(2)(f)2 of the Act, the funding of which may be waived or reduced by a vote of a majority of the Voting Interests present (in person or by proxy) and voting at a duly noticed meeting of the Association, or by written agreement of a majority of the entire Voting Interests. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the Voting Interests present (in person or by proxy) and voting at a duly called meeting of the Association, or by the written approval of a majority of the entire Voting Interests. The budget may contain a reasonable allowance for contingencies and provide funds for all operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that notice of the Board meeting at which the revised budget will be considered along with a copy of the proposed revisions to the budget shall be mailed to each Member as provided in Article 8.2 hereof.

If an adopted budget requires Assessments against the Units in any fiscal year which exceed 115 percent of the Assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Members to consider a substitute budget if the Board receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all Voting Interests. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least 14 days prior to such special meeting, the Board shall hand deliver to each Member or mail to each Member at the address last furnished to the Association, a notice of the meeting. An Officer or manager of the Association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement. Such affidavit shall be filed among the official records of the Association. At the special meeting, Members shall consider and enact a substitute budget. The adoption of the substitute budget requires a vote of not less than a majority vote of all the Voting Interests. If a meeting of the Members has been called and a quorum is not attained or a substitute budget is not adopted by the Members, the budget adopted by the Board of Directors goes into effect as scheduled. In determining whether Assessments exceed 115 percent of similar Assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property must be excluded from the computation.

8.2 Mailing and Posting. A copy of the proposed annual budget shall be mailed or hand-delivered to the Members not less than 14 days prior to the meeting of the Directors at which the budget will be adopted together with a notice of the meeting. Electronic notice transmitted to the address furnished by the Unit Owner for such purpose is acceptable where permissible by law. The notice shall also be posted in a conspicuous location on the Condominium Property as provided by law. The Board may include notice of its meeting to set the insurance deductible with notice of the budget meeting.

8.3 Assessments. The annual shares of the Units of the Common Expenses shall be made payable in installments due monthly or quarterly (as determined by the Board) in advance and shall become due on the first day of each such period and shall become delinquent 10 days thereafter. No invoice need be sent by the Association, although the Association may do so. The Association shall have the right to accelerate Assessments of an Owner delinquent in the payment of Common Expenses. Accelerated Assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

8.4 Special Assessments. Special Assessments for Common Expenses which are not funded through the budget may be made by the Board of Directors, and the time of payment shall likewise be determined by them. Notice of the Board meeting at which such Assessments shall be considered shall be posted and mailed to each Member as provided in Article 3.7 hereof, except in the event of an emergency. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Members or applied as a credit towards future Assessments.

8.5 Assessment Roll. The Assessments for Common Expenses and Charges shall be set forth upon a roll of the Units which shall be available for inspection at all reasonable times by Members. Such roll shall indicate for each Unit the name and address of the Owner, and the Assessments and Charges paid and unpaid. A certificate made by a duly authorized representative of the Association or by the Board of Directors as to the status of a Unit's account may be relied upon for all purposes by any person for whom made.

8.6 Liability for Assessments and Charges. A Member shall be liable for all Assessments and Charges coming due while the Owner of a Unit, and such Member and Member's grantees or successors after a conveyance or other transfer of title shall be jointly and severally liable for all unpaid Assessments and Charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any Common Elements or Association Property or by abandonment of the Unit for which the Assessments or Charges are due. Where a mortgagee holding a first mortgage of record obtains title to a Unit by foreclosure, such mortgagee shall be liable for such Unit's unpaid Assessments, Charges, or share of the Common Expenses which became due prior to acquisition of such mortgagee's title as provided in the Act. Such mortgagee or its successors and assigns are liable for all Assessments and Charges accruing after their taking of title.

8.7 Liens for Assessments. The unpaid portion of an Assessment, including an accelerated Assessment which is due, together with all costs, collection expenses, interest, late fees, and reasonable attorney's fees for collection, including appeals, shall be secured by a continuing lien upon the Unit.

8.8 Lien for Charges. Unpaid Charges due to the Association together with costs, interest, late fees, expenses and reasonable attorney's fees shall be secured by a common law and contractual lien upon the Unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

8.9 Collection — Interest; Administrative Late Fee; Application of Payments. Assessments or Charges paid on or before ten days after the date due shall not bear interest, but all sums not paid on or before ten (10) days shall bear interest at the highest rate permitted by law from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of $25 or 5% of each installment of the Assessment for which payment is received more than ten (10) days after the date due, or the maximum late fee permissible by law. The Association may also accelerate all Assessments or Charges which are accrued, but not yet due, in the manner provided by law. All payments upon account shall be first applied to interest, then the late fee, then to any costs and collection expenses and reasonable attorney's fees incurred, and then to the Assessment payment first due.

Except as otherwise provided in the Act, no lien may be filed by the Association against a Condominium Unit until thirty (30) days after the date on which a notice of intent to file a lien has been delivered to the Owner pursuant to Section 718.121(4) of the Act.

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

8.11 Association Depository. The Depository of the Association in which the funds of the Association shall be deposited, shall be financial institutions authorized to do business in Florida which carry FDIC insurance or equivalent insurance provided that such insurance is backed by the full faith and credit of the United States of America. All deposits shall be within the limits of such insurance. Principal of Association funds, whether reserves or operating funds, may not be placed at risk for investment purposes. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are

authorized by the Directors or by electronic transfer protocols approved by the Board of Directors.

8.12 Commingling of Funds. All funds of the Association shall be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes (2013), as amended from time to time, no agent, employee, Officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in Section 468.431, Florida Statutes (2013), as amended from time to time, or with those of any other entity. Reserve funds and operating funds of the Association may be commingled for investment purposes, as provided by law.

8.13 Financial Reports. A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with Rule 61B-22, Florida Administrative Code (2013), as amended from time to time, and with Section 718.111(13) of the Act.

8.14 Fidelity Bonding. The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in the Act, for each person (whether or not a Director) who controls or disburses Association funds, and the President, Secretary and Treasurer. The Association shall bear the cost of bonding of Directors and Officers. In the case of a community association manager or management firm, the cost of bonding may be allocated as the parties may agree. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.

9. PARLIAMENTARY RULES. Meetings shall also be conducted in accordance with these Bylaws and the procedures established by the Board from time to time, if any, including the form of voting documents to be used. Absent written guidelines, the Chair of the meeting shall have the privilege to determine the rules of conduct to be used, subject to being overruled by a majority of the Board, the Committee, or the membership, as applicable. The ruling of the Chair of the meetings unless he or the Board of Directors designates a third person, as Parliamentarian, shall be binding on all matters of procedure, unless contrary to law.

10. BYLAW AMENDMENTS. Amendments to the Bylaws shall be adopted in the following manner:

10.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, a majority of the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

10.2 Proposed Amendment Format. Proposals to amend existing Bylaws shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately

preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BYLAWS. SEE BYLAW NUMBER ___ FOR PRESENT TEXT."

10.3 Notice. The subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

10.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of two-thirds (2/3^{rds}) of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of two-thirds (2/3^{rds}) of the entire Voting Interests. Amendments correcting errors, omissions or scrivener's errors may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

10.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Lee County Public Records according to law.

10.6 Automatic Amendment. These Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium or the Articles of Incorporation. Whenever the Act, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board may operate the Association pursuant to the less stringent requirements without the need to change these Bylaws. The Board of Directors without a vote of the Members, may also adopt by majority vote, amendments to these Bylaws as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

10.7 Proviso. Provided, however, that no amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such apartment shall join in the execution of the amendment, and all other Members approve the amendment.

11. DISPUTE RESOLUTION.

11.1 Mandatory Arbitration. If unresolved, disputes between the Board and Members as defined in Section 718.1255(1) of the Act, must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation, so long as the Condominium Act requires such arbitration.

11.2 Member Inquiries. When a Member files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Member within 30 days of receipt of said inquiry. The Board's response shall either give a substantive response to the inquirer, or

notify the inquirer that legal advice has been requested, or notify the inquirer that advice has been requested from the Association's counsel or the Division. If the Board requests advice from the Division, the Board shall, within ten days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Association from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted by the Board of Directors, the Board shall only be obligated to respond to one inquiry per month pertinent to any particular Unit. In the event of a grievance of a Member against the Association, the Board of Directors, or a Member thereof, written notice in detail of the grievance shall be given the Directors prior to the institution of litigation, (including but not limited to arbitration) and they shall be allowed a period of 30 days in which to resolve the grievance.

11.3 Other Remedies. Nothing herein shall preclude the Association from pursuing any remedy for the violation of the Condominium Documents or disputes with a Member or other party as may be available to the Association under the laws of the State of Florida or the Condominium Documents.

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

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

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

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

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

AMENDED AND RESTATED
RULES AND REGULATIONS

OF

PALMAS DEL SOL CONDOMINIUM ASSOCIATION, INC.

SUBSTANTIAL REWORDING OF RULES AND REGULATIONS –
SEE CURRENT RULES AND REGULATIONS FOR CURRENT TEXT

I. USE RESTRICTIONS

1. No radio or television antenna, satellite dish or any other projection, or any wiring for any purpose may be installed or placed outside the Unit boundary or outside of any screened terrace, balcony or lanai without the written consent of the Board.

2. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the outside or inside of the demised premises or building without the prior written consent of the Association.

3. The lobby, fire exits, sidewalks, entrances, passages, vestibules, stairways, corridors, halls and elevators must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.

4. All stairways shall be used only for the purposes intended, and shall not be used for hanging garments or other objects, or for cleaning of rugs or other household items. No washlines of any kind will be maintained outside such owner's unit.

5. No unit owner shall discard or permit to fall any items from the windows of the premises, nor shall they place or permit to be placed any foreign objects in the hallways, stairways and other common areas.

6. All common areas will be used for their intended purposes and no articles belonging to unit owners shall be kept therein or thereon and such areas shall at all time be kept free of obstruction.

7. All units shall be used for residential purposes only.

8. Disposition of garbage and trash shall be only by the use of garbage disposal units or by used of receptacles approved by the Association.

9. Harboring and keeping of pets is restricted under Section 14.9 of the Declaration.

10. No owner may make or permit any disturbing noises in the building whether made by himself, his family or friends, nor do or permit anything to be done by such persons that will

interfere with the rights, comforts and conveniences of other tenants and guests. No owner may play or suffer to be played any musical instrument, stereo, radio or television set in his unit between the hours of 11:00 P.M. and the following 8:00 A.M. if the same shall disturb or annoy other occupants of the condominium.

11. No garbage cans, trash, supplies, or other articles shall be placed in halls or on the staircase landings, nor shall anything be hung from the windows or balconies or place upon the window sills. Neither shall any linens, cloths, clothing, curtains, rugs or mops be shaken or hung from any of the windows or doors. No fire exits shall be obstructed in any manner.

12. Unit owner must maintain in good condition and repair his unit and all internal surfaces within or surrounding his unit; and maintain and repair the fixtures therein and to promptly pay for any utilities which are metered separately to his unit.

13. No owner shall make or cause to be made any addition or alteration to the unit nor to the common elements without prior written approval of the Association.

14. The Association may retain a pass key to the premises. No unit owner shall alter any lock or install a new lock on any door of the premises without the written consent of the Association or its manager. In case such consent is given, the unit owner shall provide the Association with an additional key for use of the Association pursuant to its right of access to the premises.

15. Unit Owners shall take all appropriate steps to reduce and/or eliminate the occurrence or continued existence of mold and/or mildew (collectively "mold") growth in and around the Unit and appurtenant common elements and thereby minimize the possibility of adverse effects that may be caused by funguses, including mold. The Unit Owners' responsibilities include, but are not limited to, the following:

15.1 The air conditioning system, and humidity control system if applicable, shall be kept in good and working order. Whether occupied or not, the air conditioning system, and humidity control system if applicable, must be appropriately operated, when reasonably necessary, to adequately control the temperature, humidity and in-door air quality in the Unit.

15.2 The main valve on the water line serving the Unit must be turned to the OFF position if the Unit is to be unoccupied for periods of forty-eight (48) hours or more.

15.3 All incidents of mold and water intrusion, including but not limited to water spots on drywall, plumbing leaks, leaks around windows and doors, leaks from appliances, and any other leaks, or evidence of water intrusion shall be immediately reported to the Association or its manager.

15.4 All regular and routine maintenance required to prevent water intrusion, and which is the obligation of the Unit Owner, shall be timely and adequately performed. Such maintenance includes, but is not limited to the regular inspection, cleaning and services of all appliances servicing the Unit, including the air conditioning system, humidity control system if

applicable, refrigerators, and freezers; the regular maintenance and replacement of interior caulking and/or weather stripping around windows, doors, and plumbing fixtures.

16. **Television and Other Outdoor Antennae.** No television, radio, satellite, or other antenna or satellite system may be installed on the Common Elements by any person other than the Association, except as provided herein. Certain television, satellite, or other antenna systems may be erected or installed on Condominium Property subject to compliance with the following requirements:

16.1 Association Permitted Antennas. Permitted antennas include (collectively hereinafter referred to as "antennas"):

16.1.1 Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.

16.1.2 Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement.

16.2 Location of Antennas. Association approved Antennas are only permitted to be installed inside any exclusive use or ownership area which is limited to inside the Unit itself or the Unit's Limited Common Element terrace(s). To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal. Antennae may not extend beyond the plane of the imaginary line running from the edge of the terrace or balcony ceiling to the terrace or balcony floor, bounded on the sides by the vertical terrace or balcony walls.

Holes (whether through drilling, nails or screws, or otherwise) are not permitted in structural portions of the building (including but not limited to concrete, masonry, block, stucco, fascia, soffits, windows, window frames, doors, door frames, and the like) without prior written approval of the Board of Directors. It is the intent of this requirement to ensure that the structural integrity of the Building (including but not limited to its water-proofness) is not compromised by the installation of antennas.

16.3 Color and Screening of Antennas. All antennas shall be painted to blend into the background against which it is mounted, so long as the paint will not interfere with an acceptable quality signal.

16.4 Safety Requirements. To safeguard the safety of the Unit Owners, Occupants of the residence in which the antenna is located, neighboring Unit Owners, and other Owners and Members in the Condominium, it shall be the obligation of the Owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any is so required, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code

requirements to properly ground the antenna, and installation requirements to properly secure the antenna. Antennas shall be properly secured and installed so as to cause no damage to the Building, such as compromise of its water-proof integrity. Unit Owners shall indemnify the Association for any loss or damage (including attorney's fees) occasioned by non-compliance with these obligations. A Unit Owner shall indemnify and hold harmless the Association, and all other Unit Owners, for any damage that an antenna causes to the Condominium Property or to persons or other property.

II. RULES AND REGULATIONS GOVERNING POSTING OF NOTICE

Pursuant to Section 718.112(2)(c) of the Act, the official location for posting notice of Association meetings is _____.

This does not preclude posting at other locations.

III. RULES AND REGULATIONS GOVERNING HURRICANE SHUTTER INSTALLATIONS

A. ***Definition.*** "Hurricane Shutter" shall mean any device, installation, equipment or appliance, whether permanently or temporarily affixed or attached in any manner to any portion of the exterior of the building or any portion of the building so as to be visible from the exterior of the building, used, either directly or indirectly, as its main purpose or incidental to its main purpose, as protection against storm damage, water penetration by driven rain or rising water, wind damage or damage from physical objects or projectiles carried by wind or storm.

B. ***General.*** Hurricane Shutters are prohibited, except as same may be approved by the Board in accordance with these Rules and Regulations.

C. ***Installation Requests***

1. Any person desiring a Hurricane Shutter shall submit a written request therefor to the Board (or Manager) by completing an application for approval to install hurricane shutters, as may be promulgated by the Board of Directors, not less than thirty (30) days prior to the proposed commencement of installation. The written request shall contain (1) the name and address of the person desiring the Hurricane Shutter, (2) the unit number to which the Hurricane Shutter will be installed, (3) the name, address, and telephone number of the proposed contractor who will install the Hurricane Shutter (together with the same information for any proposed subcontractors), (4) the proposed location for installation of the Hurricane Shutter, (5) the proposed type, style, brand, color, material and name and address of the manufacturer of the Hurricane Shutter, and (6) the proposed manner of installation of the Hurricane Shutter.

2. The written request required by Paragraph 1 above shall be accompanied by a copy of (1) the occupational license and certificate of competency of the proposed contractor (and, if applicable, the subcontractor) who will install the Hurricane Shutter, and (2) the insurance certificate of the proposed contractor (and, if applicable, the subcontractor).

3. In the event the Board, in its sole discretion, determines it to be necessary to have the Association's engineer review the documentation supplied pursuant to Paragraphs 1 and 2 above, for the purpose of determining whether the proposed Hurricane Shutter conforms to these Rules and Regulations and/or the applicable building codes, then the person requesting the installation of the Hurricane Shutter shall pay to the Association the estimated cost of such engineer's review within five (5) days of receipt of notice from the Board. Failure to pay the cost for the engineer's review within thirty (30) days subsequent to receipt of the Board's notice shall be deemed a withdrawal of the request for installation of the Hurricane Shutter. The Board shall be relieved from the requirement to approve or disapprove the proposed installation if said engineering fees are not paid.

4. Within thirty (30) days subsequent to receipt of the written request and accompanying documentation, pursuant to Paragraphs 1 and 2 above, the Board shall either approve or disapprove the proposed installation of the Hurricane Shutter. For good cause, the Board may extend the time in which to approve or disapprove the proposed installation for a reasonable time, not to exceed an additional thirty (30) days (i.e., 60 days from date of receipt of written request and accompanying documentation). Good cause may include, but shall not be limited to, the engineer's inability to timely review the documentation. The Board shall send notice to the person requesting the proposed installation, whether the installation is approved or disapproved. In the event the Board shall disapprove the proposed installation, the notice shall state the basis for the disapproval. The Board may promulgate, and amend, from time to time, any forms it deems appropriate to convey its approval or disapproval of requests to install Hurricane Shutters.

5. In the event the Board approves the proposed installation, construction shall commence within sixty (60) days subsequent to receipt of the Board's notice of approval. Failure to commence construction within the specified time shall be deemed an abandonment of the installation, a withdrawal of the request for the proposed installation, a disapproval of the proposed installation, and the installation shall be prohibited. A person deemed to have abandoned the installation shall be required to submit another written request for a proposed installation in accordance with these Rules and Regulations.

D. Maintenance and Owner Obligations. As a condition of approval, the Owner of a Unit requesting installation of Hurricane Shutters shall be responsible for the insurance, maintenance, repair and replacement of the Hurricane Shutters.

E. Contractor Requirements.

1. No person (hereinafter Contractor) shall install, construct, affix, attach or place a Hurricane Shutter, unless such person is qualified to do so and holds an Occupational License to perform such installation from the governmental agencies having jurisdiction over such type of work within the County and/or appropriate governmental Unit(s) in which the Condominium is located and holds a Certificate of Competency from the State of Florida or other applicable governmental authority.

2. In addition to the requirements of Paragraph 1 above, no Contractor shall install, construct, affix, attach or place any Hurricane Shutter, unless the Contractor shall obtain and maintain Public Liability Insurance, including completed operations, in an amount not less than

$300,000.00, per occurrence, Workers' Compensation Insurance in an amount not less than $300,000.00, and Automobile Liability Insurance, including non-owned automobiles, in an amount not less than $300,000.00, per occurrence. Notwithstanding any minimum amount requirements, no insurance coverage shall be less than the minimum amount required by law. Each such insurance policy shall, for the duration of the construction, name the Association and the person requesting the installation of the Hurricane Shutter as co-insureds.

3. All insurance policies shall contain a clause requiring thirty (30) days prior notification to the Association in the event such policy or bond is to be canceled, terminated or modified in any manner. No Contractor or proposed Hurricane Shutter shall be approved, unless and until the policies or certificates of insurance are received by the Board.

F. Construction Lien Law. No Hurricane Shutter shall be approved, unless the installation thereof complies with the Construction Lien Law, Chapter 713, Florida Statutes (2012), as same may be amended or renumbered from time to time. The requesting Owner shall be fully responsible for compliance with such laws and, as a condition of approval, specifically agrees to indemnify the Association against any liens or other encumbrances occasioned by the installation.

G. Completion of Construction. Construction of the Hurricane Shutter shall be completed within thirty (30) days subsequent to the commencement of construction. Failure to complete construction within the specified time shall be deemed an abandonment of construction/installation and a withdrawal of the request for the proposed installation, the installation/construction shall be prohibited, and the proposed Hurricane Shutter shall be deemed disapproved.

H. Operation of Hurricane Shutters. Hurricane Shutters shall, at all times, whether open or closed, be fastened securely in place in accordance with manufacturer, building code and installation requirements.

I. Liability. The Owner of the Unit to which the Hurricane Shutter is installed shall be liable for any and all damage to the Condominium Property, Association property or the property of other Owners arising out of or concerning the construction, installation or maintenance of the Hurricane Shutter.

J. Removal of Shutters. The Owner agrees to be responsible for all costs of removal and reinstallation of the Hurricane Shutters, or any portion thereof, if necessary, to allow the Association to fulfill its maintenance, repair and replacement duties as set forth under the Declaration and the Act.

K. Technical Specifications.

1. The Hurricane Shutter and the installation thereof, shall conform, in all respects, to the State Minimum Building Codes and the Building Codes of the governmental agencies having jurisdiction over the Hurricane Shutter installation in the Condominium.

2. The minimal and general specifications adopted by the Association, which shall be applicable to and binding upon all Hurricane Shutter installations are attached hereto as Exhibit "A" and incorporated herein.

L. Authority of Association Officers and Agents. All references to "Board" or "Association" herein shall include authorized Officers and agents of the Association.

M. Miscellaneous/Remedies. Any Unit Owner seeking approval for Hurricane Shutters shall sign an Application which agrees to comply with this Resolution (plus any Rules and Regulations of the Association) including the following:

1. Owner agrees to be responsible for all costs and expenses incurred in the installation, maintenance and continued first-class upkeep of the Hurricane Shutters.

2. Owner assumes all responsibility for procuring, buying and/or obtaining all necessary Building or Zoning Permits, variances and adherence to any and all other procedures outlined for the construction and maintenance of the improvements described herein by all City, Town, County, State or other governmental entities, including compliance, with current building codes.

3. Owner agrees to construct and maintain the Hurricane Shutters referred to herein in a first-class manner, and Association shall have the right, upon prior notice to Owner, to periodically inspect the shutters to verify compliance with this requirement. If Owner fails to maintain the hurricane shutters as required herein, after ten (10) days' written notice from Association to Owner, Association shall have the right to perform, or have performed, any required maintenance or repair work or to have the Hurricane Shutters removed and the property restored to its condition prior to the installation of the Hurricane Shutters. Owner hereby agrees to be personally responsible for all costs thus incurred and grants Association a lien right against the Unit referred to herein in order to secure payment of any such sums. Said lien shall bear interest and be collectable and foreclosable in the same manner as liens granted to the Association under the Declaration and Condominium Act for non-payment of Condominium Assessments.

4. Owner agrees to indemnify, defend and hold harmless the Association from any and all claims, actions, costs or expenses of any nature whatsoever, including but not limited to attorney's fees, arising out of or because of the construction, installation or maintenance of the Hurricane Shutters described above.

5. Owner agrees to be responsible for any damage to the Condominium Property, Association property or other Units within the Condominium which is caused as a result of the construction, installation or maintenance of the Hurricane Shutters described herein.

6. The Association shall not be required to approve or permit any Hurricane Shutter, unless and until the person requesting the installation thereof has fully and completely complied with each and every provision of these rules.

7. No Contractor, subcontractor, laborer or materialman shall be permitted entry upon the Condominium Property, for purposes of actual installation, construction or delivery of materials, unless and until the proposed Hurricane Shutter has been approved by the Association.

EXHIBIT "A"

TECHNICAL SPECIFICATIONS FOR HURRICANE SHUTTERS

1. The materials, equipment, installation and construction of Hurricane Shutters installed on any property subject to the rules of the Association shall conform in all respects with the applicable Building Code and any applicable requirements of construction established by the government agency having jurisdiction over construction in the Condominium related to the wind load requirements for Hurricane Shutters.

2. Further specifications are as follows:

[This will need to be completed with the assistance of an engineer. Such information usually specifically details shutter types, installation locations, fastening requirements, material specifications, color, materials, etc.]

IV. RULES AND REGULATIONS GOVERNING UNIT OWNER PARTICIPATION AT MEETINGS

WHEREAS, Section 718.112(2)(c) of the Act provides that the Association may adopt written reasonable rules governing the frequency, duration, and manner of Unit Owner statements at meetings of the Board; and

WHEREAS, Section 718.112(2)(d)7 of the Act provides that the Association may adopt written reasonable rules governing the frequency, duration, and manner of Unit Owner statements at Unit Owner meetings; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt rules, as contemplated by the above-referenced statutes.

NOW THEREFORE, the following rules regarding Unit Owner participation at meetings are adopted:

A. Board and Committee Meetings

1. Board and Committee Meetings Defined.

(a) "Board Meeting" is defined as a quorum of Directors gathered to conduct Association business.

(b) "Statutory Committee Meeting" is defined as a quorum of Statutory Committee members gathered to conduct the business of the committee.

(c) "Statutory 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 proposed annual budget or to take action on behalf of the Board.

2. Attendance at Board or Statutory Committee Meetings. Unit Owners have the right to attend Board and Statutory Committee Meetings except as provided by law. No person other than a Unit Owner shall be permitted to attend such Meetings, unless permitted by the Chairman of the meeting. Unit Owners do not have the right to attend meetings of any Committee which is not a Statutory Committee, unless permitted by the Committee Chairman or required by law.

3. Participation at Meetings.

(a) Unit Owners have the right to speak at Board and Statutory Committee Meetings. No other person shall be permitted to speak at such Meetings, unless permitted by the Chairman.

(b) Statements by Unit Owners at Meetings shall be restricted solely to items designated on the agenda for that Meeting, unless permitted by the Chairman or a majority of the Board or Committee. No other statement shall be permitted.

(c) A Unit Owner will only be permitted to speak once in reference to each designated agenda item, unless otherwise requested to speak again by the Chairman of the Meeting. A Unit Owner statement shall not exceed three (3) minutes per agenda item unless approved by the Chairman of the Meeting. Other Unit Owners cannot "yield" their time for the purpose of extending a Unit Owners time limit. The Chairman of the Meeting shall give the floor to the Unit Owner permitted to speak subsequent to the calling of the agenda item upon which the Unit Owner will make a statement, but prior to the discussion and voting of the Board or Committee upon that agenda item. In lieu thereof, the Chairman may set aside time at the beginning of the Meeting for Unit Owner statements regarding designated agenda items.

4. Taping of Meetings.

(a) Unit Owners may tape record or videotape any Meetings of the Board or Statutory Committee.

(b) A Unit Owner desiring to tape record or videotape a Board Meeting or Statutory Committee Meeting shall submit a written notice to the Secretary or Manager at least five (5) minutes before the start of the Meeting advising that the meeting will be tape recorded or videotaped. A separate written notice must be made for each meeting the Unit Owner desires to tape record or videotape.

(c) No tape recording or videotaping of any Meeting shall interfere with or obstruct the Meeting, and none of the equipment used for taping shall interfere with or obstruct any person's view of the Meeting or ability to hear the Meeting, or block access to or from the Meeting or to or from the seating in the Meeting, or constitute a tripping hazard. Extra lighting for videotaping shall not be permitted. Persons using taping equipment must do so from their seats. All taping equipment used shall conform to the electrical codes. No accessory shall be attached to any electrical outlet that enables more equipment to utilize the outlet than would normally and safely utilize the outlet.

B. Unit Owner Meetings

1. Unit Owner Meetings Defined. "Unit Owner Meetings" is defined as a quorum of Unit Owners gathered at a lawfully noticed meeting to conduct official Association business.

2. Attendance at Unit Owner Meetings. Unit Owners have the right to attend Unit Owner Meetings either in person or by proxy as may be provided by law. No person other than a Unit Owner or a Unit Owner's proxy shall be permitted to attend Meetings, except agents of the Association or persons permitted by the Chairman.

3. Participation at Unit Owner Meetings.

(a) Unit Owners have the right to speak at Unit Owner Meetings as provided by law. No other person shall be permitted to speak at Meetings, except agents of the Association, designated proxies, or those persons permitted to speak by the Chairman.

(b) Statements by Unit Owners at Meetings shall be restricted solely to items designated on the agenda for that Meeting, unless permitted by the Chairman or majority vote of those present (in person or by proxy) at the meeting.

(c) A Unit Owner will only be permitted to speak once in reference to each agenda item. A Unit Owner statement shall not exceed three (3) minutes, unless otherwise permitted by the Chairman. Other Unit Owners cannot "yield" their time for the purpose of extending a Unit Owners time limit. The Chairman of the Meeting shall give the floor to the Unit Owner permitted to speak subsequent to the calling of the agenda item upon which the Unit Owner will make a statement, but prior to the voting of the Unit Owners upon that agenda item.

4. Taping of Unit Owner Meetings.

(a) Unit Owners may tape record or videotape Unit Owner Meetings as permitted by law. A Unit Owner desiring to tape record or videotape such a Meeting shall submit written notice to the Secretary or Manager at least five (5) minutes prior to the start of the meeting.

(b) No tape recording or videotaping of Unit Owner Meetings shall interfere with or obstruct the Meeting, and none of the equipment used for taping shall interfere with or obstruct any person's view of the Meeting or ability to hear the Meeting, or block access to or from the Meeting or to or from the seating in the Meeting, or constitute a tripping hazard. Extra lighting for videotaping shall not be permitted. All taping equipment used shall conform to the electrical codes. No accessory shall be attached to any electrical outlet that enables more equipment to utilize the outlet than would normally and safely utilize the outlet.

C. Enforcement of Meeting Rules

1. Fines. The Board of Directors may, in accordance with the fining authority and procedures set forth in the Condominium Act, levy a fine against any person who fails to comply with this Rule.

2. Legal Action. The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with this Rule.

3. Other Remedies. Nothing in this Rule shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

V. RULES AND REGULATIONS GOVERNING INSPECTION AND COPYING OF ASSOCIATION RECORDS

WHEREAS, Section 718.111(12)(c) of the Act, provides that the Association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt rules, as contemplated by the above-referenced statute.

NOW THEREFORE, the following rules governing inspection of the Official Records of the Association are adopted:

A. ***Records Defined.*** The Official Records available for inspection and copying are those designated by the Act, as amended from time to time, as the Official Records of the Association, to the extent that the Association is required to maintain such records.

B. ***Records Available.*** No records other than those defined above shall be available for inspection or copying.

C. ***Persons Entitled to Inspect or Copy.*** No Unit Owner, or the Unit Owner's authorized representative, shall have any right to inspect or copy the records of the Association, except as permitted by law. All references to Unit Owner will include a Unit Owner's authorized representative. No other person shall be permitted to inspect or copy the Association records, unless approved by the Board or the President or unless required by law.

D. ***Inspection and Copying.***

1. A Unit Owner desiring to inspect or copy Association records shall submit a written request by hand delivery during regular business hours, regular U.S. Mail or Certified U.S. Mail, Return Receipt Requested, therefore to the Association at the official address of the Association, pursuant to the most recent on-line records of the Florida Secretary of State, Division of Corporations.

Requests by facsimile transmission, electronic mail (e-mail) or other means do not comply with this Rule. Verbal requests do not comply with this Rule. The written request must specify the particular records the Unit Owner desires to inspect or copy, including pertinent dates or time periods. The specification of the particular records must be sufficiently detailed to permit the Association to retrieve the exact records requested.

A Unit Owner's inspection request shall be deemed received as follows. If sent by regular U.S. Mail, five days after the date of post-mark on the letter transmitting the request. If by hand-delivery during regular business hours, the day following the receipt of the hand-delivery. If by U.S. Certified Mail, Return Receipt Requested, the date that the receipt card was signed for by the Association.

2. Inspection or copying of records shall be restricted solely to those records specifically designated in the written request for inspection or copying and shall be conducted solely by the Unit Owner signing the inspection request, or their authorized representative. No inspection or copying of any other records shall be permitted. If more than one Unit Owner desires to inspect the same records, the Association may require that such inspections are conducted at different times. If a Unit Owner has designated an authorized representative, either the Unit Owner or the authorized representative may inspect the records; however, both parties may not inspect the records together. However, this shall not preclude a Unit Owner from inspecting the records with the Unit Owner's representative if such representative is a Certified Public Accountant licensed to practice in Florida, or an Attorney at Law, admitted to practice in Florida.

3. A Unit Owner shall not submit more than one (1) written request for inspection or copying of records per calendar month.

4. Inspections of records shall be conducted at the office where the Association's records are maintained or at such other location as may be designated by the Association. Records must be made available for inspection in the County where the Condominium is located or within forty-five (45) miles of the Condominium. No Unit Owner shall remove original records from the location where the records are inspected. No marks or alterations shall be made on original records.

5. Records shall generally be made available for inspection by the Association on or before the fifth (5^{th}) working day subsequent to actual receipt by the Association of the written request for inspection. This time frame may be extended upon request of the Unit Owner or for good cause. In any case, the Association shall always use its best efforts to make records available for inspection by the tenth (10^{th}) working day after receipt of the request, and the failure to do so shall create a rebuttable presumption that the Association has violated the provisions of this Rule. The Association may rebut the presumption by obtaining an opinion from legal counsel that the Association has, under the circumstances, attempted to address the Unit Owner's records inspection request in good faith. In addition, this time frame shall be extended in the event the records are so voluminous, or otherwise in such condition as to render this time frame unreasonable. The Association shall notify the Unit Owner by telephone or in writing, that the records are available and the time, date and place for such inspection. Inspection shall be made only during normal Association business hours, or during the normal business hours of the location of inspection if other than the Association office. For the purposes herein, "working day" shall mean Monday through Friday, exclusive of federal, state and local holidays in which the office of the Association is closed. For purposes herein, "normal business hours" shall be the hours the Association office is customarily open, or the hours the location where the records are to be inspected is customarily open, or if there are no customary hours of operation, then 9:00 A.M. to 12:00 P.M. and 1:00 P.M. to 5:00 P.M., all on a working day. No Unit Owner shall be entitled to inspect records for more than nine (9) hours in any calendar month. At the request of either the Association or the Unit Owner, inspections may be broken up into segments, provided that three (3) inspection visits per calendar month shall be the maximum number of sessions in a calendar month.

6. If, at or subsequent to inspection, a Unit Owner desires to have a copy of a record, the Unit Owner shall designate in a separate writing, which record, or portion thereof, for which a copy is desired, or, in the alternative, shall designate such record by use of a clip or tab upon the page(s) desired. Not more than one (1) copy of each record requested shall be permitted. If the location where the records are being inspected or stored has a copy machine capable of making copies of the records designated, then copies of the records shall be available within two (2) working days subsequent to the designation of such records. If, however, the records to be copied are so voluminous that it is not practicable for them to be copied where they are kept or there is no copy machine at the location where the records are being inspected or stored capable of making copies of the records designated, the Association may send the records out for copying by an outside source, such as a commercial copying company. Copies made by an outside source shall be available as soon as a copying service can pick-up, copy and return the records to the location where the records are being inspected or stored. Photocopies will be available at the place where Official Records are kept. Unit Owners requesting copies must arrange for pick-up of records. The Association shall have no obligation to mail or otherwise deliver copies to any place. As determined by the Manager, the President, the Board, or the person designated by the Association to oversee the inspection of records, in the event the copies of the records are so voluminous, or a copy machine or copy service is not available or too busy, or the records are in such condition or form that copies cannot be made available within the above-stated time periods, then copies will be made available as soon as practical.

7. A Unit Owner shall pay the reasonable expense of copying. In the event the copies are made by the Association, the cost shall not exceed fifty cents ($.50) per page and absent a Resolution by the Board to the contrary, copies shall be charged at fifty cents ($.50) per page. If copies are made by outside vendors, actual costs shall be charged to the Unit Owner. Payment in advance for the cost of a copy shall be required. In the event payment is made in form other than cash, cashier's check, money order or certified check, payment shall not be deemed received unless and until payment has cleared. No copy of a record shall be made unless and until payment for the copy is received.

8. Records not normally kept in written form shall be produced for inspection in the form in which they are normally kept. However, if records are kept on computer format, the Association may print such records to paper. The Association shall not be obligated to allow Unit Owners to access the Association's computer system, nor shall it be required to make copies of computer records which may violate copyright laws, licensing laws or agreements, vendor agreements, or which involve proprietary software or computer data. The cost of converting such non-written records to written format, where required, shall be in addition to the cost of copying such records, and the Unit Owner shall pay the reasonable expense of converting such records to written form, which expense shall be the actual cost of making the copy.

9. The Association may comply with its obligation to make Official Records available for inspection by providing them to the Unit Owner by electronic mail, the internet, or making them available in a computerized format readable with customary programs used in computers of consumers. If, however, a Unit Owner provides the Association with written notice that they do not have access to a computer, the Association must supply the records in paper format.

E. MANNER OF INSPECTION.

1. For purposes hereof, a Unit Owner and the Unit Owner's authorized representative shall be considered one person. If inspection is requested by any person other than a record Owner of the Unit, said request shall not be recognized by Association unless and until the record Owners of the Unit designate such person, in writing, as their authorized representative or unless such person is an attorney admitted to practice in Florida.

2. All persons inspecting or requesting copies of records shall conduct themselves in a courteous manner, and shall not interfere with the normal operation of the Association office and the duties of their personnel, or the office where the records are otherwise inspected or copied or the duties of their personnel. The Association office, or office of inspection, may assign a staff person or other person to assist in the inspection and all requests for further assistance and copying during inspection shall be directed to that staff person.

F. Enforcement of Inspection and Copying Rules.

1. Any violation of these Rules may result in the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply herewith.

2. Any requests for inspection and copying not complying with these Rules need not be honored, but in such cases the Association shall mail or hand-deliver a written response to the person requesting inspection and/or copying and shall indicate how the request fails to comply herewith.

3. The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with these Rules, including the levy of fines.

4. Nothing in these Rules shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

5. The President of the Association, or the Manager (under the direction of the President), shall have the authority to interpret and implement the provisions of this Rule and make decisions and judgments arising hereunder without need for Board approval on a case-by-case basis.

VI. RULES AND REGULATIONS GOVERNING UNIT OWNER INQUIRIES

WHEREAS, Section 718.112(2)(a)2 of the Act, provides that the Association, through its Board of Directors, may adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt a rule, as contemplated by the above-referenced statute, which will protect the Association against the liability affiliated with unintentionally failing to respond to multiple "inquiries" filed by Unit Owners.

NOW THEREFORE, the following Rule is adopted:

1. An "inquiry" is defined as a question, which specifically requests a written response from the Association. Citation to the above-referenced statute is adequate.

2. An inquiry will be deemed received by the Association, on the next business day following the day on which a duly-authorized representative of the Association signed for the certified letter of inquiry to the Association addressed to the President of the Association, or the Association's Registered Agent, pursuant to the most recent on-line records of the Florida Secretary of State, *Division of Corporations*.

3. All responses of the Association shall be in writing, and shall be deemed effective when deposited in the United States Mail, postage pre-paid, to the address of the Unit Owner, per the Official Records of the Association, or the address contained on the document constituting the inquiry.

4. The Association is only obligated to respond to one written inquiry per Unit owned in any given 30-day period. The Association shall respond to each pending inquiry, as required by law. A Unit Owner's submission of more than one inquiry per Unit owned during a thirty (30) day period, or the inclusion of more than one inquiry in a single piece of correspondence, shall result in the Association only responding to the first inquiry received. In such a case, any additional inquiry or inquiries will be responded to in the subsequent thirty (30) day period, or periods, as applicable.

5. Unit Owners shall not be permitted to file more than one inquiry with the Association with respect to the same matter. If the Unit Owner is dissatisfied with the Association's substantive response, or disagrees with the response, that fact will not be sufficient to obligate the Association to engage in ongoing debate with the Unit Owner regarding the issue as to which a substantive answer has been given.

6. Should any Unit Owner inquiry involve privileges pertaining to pending or potential litigation, matters subject to the attorney-client or work product privilege, or matters which involve any other legally cognizable privilege, the Association shall not be obligated to provide a substantive response to the Unit Owner if such would result in a waiver or violation of any privilege.

7. Any violation of this Rule shall be deemed a violation of a rule of the Association, and shall subject the Unit Owner to all remedies provided by Florida Law and the governing documents with respect to same, including the levy of fines.

VII. RULES AND REGULATIONS ESTABLISHING ASSOCIATION FEE SCHEDULE

The following is a schedule of fees charges by the Association, which may be modified by the Board of Directors from time to time, but which shall in no event exceed the maximum permissible by law. The entitlement to receipt of these fees may be allocated between the Association and a Community Association Management Firm or other third party as provided in a written agreement. Attorney's fees incurred by the Association with respect to the issues for which fees are levied may be passed on to Unit Owners or other third parties, if permitted by law, and shall be in addition to the Association's fees.

1. **Deposits:**

Type	Amount
Key Deposit.....	$

2. **Common Element Use Fees:**

Type	Amount	
Parking Passes.....	$	(per pass)

3. **Estoppel Letters:**

Pursuant to Section 718.116(8) of the Act, this Rule constitutes the Board's Resolution to charge a fee of $150.00 for estoppel letters, per letter.

4. **Mortgagee/Lender Questionnaires:**

The Association is not obligated to complete these forms and reserves the right to decline to do so in any instance. If a mortgagee/lender questionnaire is prepared, the fee is $150.00, per form, plus legal fees incurred by the Association necessary to assist in preparation of the form.

5. **Transfer Approvals:**

Type	Amount
Title Transfer Approval.....	$100.00

6. **Miscellaneous:**

Type	Amount
Photocopying of Association's Official Records Kept in Paper Form	$.50 (fifty cents) per page
Copying of other Official Records	Actual Cost to Association

RULE VIII. RULES AND REGULATIONS AUTHORIZING USE OF ELECTRONIC NOTICE FOR ASSOCIATION MEETINGS

WHEREAS, Section 718.112(2)(d)6 of the Florida Statutes, provides:

> ... If authorized by the bylaws, notice of meetings of the board of administration, unit owner meetings, except unit owner meetings called to recall board members under paragraph (j), and committee meetings may be given by electronic transmission to unit owners who consent to receive notice by electronic transmission.

WHEREAS, the Board of Directors has determined it to be in the best interest of the Association to permit the use of electronic notice for Association meetings; and

WHEREAS, the Amended and Restated Bylaws adopted by the Association properly permit the use of electronic notice.

NOW THEREFORE, it is resolved as follows:

1. The Association shall permit Unit Owners who desire to do so to utilize electronic notice in conformance with the above-quoted statute, as amended from time to time.

2. The Board may determine in the future that utilizing electronic notice is not in the best interest of the Association and may discontinue doing so by proper motion or resolution.

3. The Association hereby adopts the following forms necessary to effectuate the intent of the statute:

- Attached as **Exhibit "A"** is the Consent to Receive Electronic Notice of Meetings, which Unit Owners must file with the Association in order to be entitled to received notices by electronic transmission

- Attached as **Exhibit "B"** is the Notice of Change of Electronic Mail Address, which Unit Owners may use to change their e-mail address, and

- Attached as **Exhibit "C"** is the Revocation of Consent to Receive Electronic Notice, which Unit Owners may use to revoke their consent to receive notices by electronic transmission.

The attached forms should be signed by all record Owners of the Unit. If at least one record Owner signs the form, the Association may, but shall not be obligated to, recognize the authority of that Unit Owner to consent to receipt of official Association notices by electronic transmission.

CONSENT TO RECEIVE ELECTRONIC NOTICE OF MEETINGS

The undersigned, being all the owners of Unit No. _____, in ***Palmas Del Sol Condominium***, pursuant to Florida Statutes, Section 718.112(2)(d)(5), hereby consent in writing to receiving notice by electronic transmission for meetings of the Board of Directors, Committees, and Annual and Special Meetings of the Members of ***Palmas Del Sol Condominium Association, Inc.***

The undersigned further designate the following electronic mail address for such purposes: _____. The undersigned understands that mailed/paper notice will not be provided to the Unit Owners unless the Unit Owners have rescinded their consent to receive electronic notice of meetings, by written notice .

All Owners of the Unit Please Print Name, Affix Date and Sign Below:

By:_____

Print Name:_____

Date:_____

By:_____

Print Name:_____

Date:_____

NOTICE OF CHANGE OF ELECTRONIC MAIL ADDRESS

The undersigned, being all the owners of Unit No. _____, in ***Palmas Del Sol Condominium***, have previously consented to receiving notice for meetings of the Board of Directors, Committees, and Annual and Special Meetings of the Members of ***Palmas Del Sol Condominium Association, Inc.***, by electronic transmission. The email address on file with the Association is: _____.

The undersigned would like to change the electronic mail address to which those notices may be sent. Accordingly, the following electronic mail address should now be used for such purposes: _____.

All Owners of the Unit Please Print Name, Affix Date and Sign Below:

By:_____

Print Name:_____

Date:_____

By:_____

Print Name:_____

Date:_____

REVOCATION OF CONSENT TO RECEIVE ELECTRONIC NOTICE

The undersigned, being all the owners of Unit No. _____, in ***Palmas Del Sol Condominium***, have previously consented to receiving notice for meetings of the Board of Directors, Committees, and Annual and Special Meetings of the Members of ***Palmas Del Sol Condominium Association, Inc.***, by electronic transmission.

The undersigned hereby revokes that consent and requests that all future notices be sent in paper format.

All Owners of the Unit Please Print Name, Affix Date and Sign Below:

By:_____

Print Name:_____

Date:_____

By:_____

Print Name:_____

Date:_____

IX. RULES AND REGULATIONS ESTABLISHING ASSESSMENT COLLECTION POLICY

WHEREAS, Palmas Del Sol Condominium Association, Inc. (hereinafter referred to as "Association") desires to adopt a policy regarding the collection of Assessments; and

NOW THEREFORE, the Board of Directors of the Association hereby establishes the following assessment collection policy. All capitalized terms shall be given their meaning as described in the Condominium Documents or the Act, as those terms are defined later herein, or the definitions ascribed to said terms in this Policy:

1. Article 10 of the Second Amended and Restated Declaration of Condominium states in pertinent part:

> 10. **ASSESSMENTS AND CHARGES.** Assessments against Owners shall be made by the Board of Directors of the Association, in the manner provided in the Bylaws and as follows, and shall be borne by the Unit Owners on the basis set forth in Article 6 and elsewhere in these Condominium Documents.
>
> **10.1 Liability for Assessments and Charges.** A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale or by deed in lieu of foreclosure, shall be liable for all Assessments and Charges coming due while he/she is the Unit Owner. Except as provided in Article 10.5, any person or entity which acquires title to a Unit shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and Charges against the predecessor for his/her share of the Charges and Assessments, including interest, late fees, attorney's fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. The liability for Assessments or Charges may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments or Charges are made.
>
> **10.2 Default in Payment of Assessments for Common Expenses.** Assessments and installments thereof not paid within ten (10) days from the date when they are due shall incur a late fee and bear interest in an amount as determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law. The Board may accelerate unpaid Assessments in the manner prescribed by law. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such parcel, with interest, late Charges and for reasonable attorney's fees, as well as costs and expenses of collection incurred by the Association incident to the collection of the Assessment or enforcement of the lien. If prohibited by the Act, no lien may be filed by the Association against a Condominium Unit until thirty (30) days after the date on which a notice of intent to file a lien has been delivered to the Owner pursuant to Section 718.121(4) of the Act. The Association may also accelerate all Assessments or

Charges which are accrued, but not yet due, in the manner provided by law. The Association's lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall be signed and acknowledged by an Officer or agent of the Association. Upon recording, the Association's claim of lien shall relate back to the date of the filing of the original Declaration of Condominium. Upon payment in full, the Condominium Parcel is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for Assessments in the manner that a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien.

10.3 Notice of Intention to Foreclose Lien. So long as required by law, no foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments or Charges. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments or Charges, including those which have been accelerated (if applicable) and those coming due after the claim of lien is recorded, are paid before the entry of a final judgment or foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this sub- section are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

10.4 Attachment of Rental Income When Unit is Delinquent. Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws, or applicable law, the Association shall have the following options when payment of Assessments or Charges are in default (more than ten days in arrears). The Association may, without order of the Court, direct rental income (by written notice to the tenant with copy to Unit Owner) from Units in default to be paid directly to the Association until all outstanding Assessments, Charges, other monetary obligations, interest, costs, collection expenses, attorney's fees and receiver's fees, if applicable, are paid in full. As an alternative, the Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct. The Association may choose any of these courses of action, or other remedies as may be prescribed by law or elsewhere in the Condominium Documents, as the Board deems appropriate, *without same constituting a waiver or election of remedies.*

10.5 First Mortgagee. The priority of the Association's lien and the obligation for payment of past due Assessments or other sums due in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Act.

10.6 Possession of Unit. Any person who acquires an interest in a Unit, except first mortgagees through foreclosure of a first mortgage of record (or deed in lieu thereof), including without limitation persons acquiring title by operation of law, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments and other Charges due and owing by the former Owner, if any, have been paid. Possession shall be subject to all other Association requirements pertaining thereto.

10.7 Certificate of Unpaid Assessments. Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments against him/her with respect to his/her Unit. The Association, its agents, and counsel shall be entitled to charge a fee for preparing such information, in amounts established by the Board, or in a management agreement between the Association and a Community Association Management Firm, or based on reasonable and customary fees charged by legal counsel.

10.8 Lien for Charges. There is created by this Declaration a common law and contractual lien to secure payment for any service which the Association provides for an individual Unit Owner or expenses which the Association incurs in regard to a Unit Owner and which is not otherwise secured by the statutory lien for Common Expenses. By way of example, but not limitation, a Lien for Charges exists to secure repayment to the Association when it must remove or reinstall Unit Owner alterations or items of Unit Owner insurance, maintenance, repair or replacement responsibility in connection with the Association's discharge of its Common Element maintenance responsibilities, or address emergency situations, such as water extraction from a Unit. The Lien for Charges shall be of equal priority to, shall accrue interest and late fees, and shall be foreclosed in the same manner as the Common Expense lien, including the right to recover attorney's fees, costs and expenses of collection.

10.9 Other Remedies. The Board of Directors shall have the authority to impose such other remedies or sanctions permitted by the Act pertaining to non-payment of monetary obligations to the Association. Without limitation, same include suspension of use rights in Common Elements and Association Property; suspension of voting rights; suspension of the right to serve on the Board; the attachment of rental income; and acceleration.

2. The following provisions of the Act, address rights and remedies of the Association in connection with delinquent Assessments as follows:

(a) Section 718.112(2)(d)2 of the Act provides that a person who is 90 days delinquent in the payment of any monetary obligation is not eligible for Board membership.

(b) Section 718.112(2)(g) of the Act permits the acceleration of Assessments of an owner delinquent in the payment of Common Expenses. Accelerated Assessments shall be due and payable on the date the claim of lien is filed. Such accelerated Assessments shall include the amounts due for the remainder of the budget year in which the claim of year is filed.

(c) Section 718.112(2)(n) of the Act provides that a Director or Officer more than 90 days delinquent in the payment of any monetary obligation shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.

(d) Section 718.116(6)(c) of the Act provides that if a Unit Owner remains in possession of a Unit after a foreclosure judgment has been entered, the Court, in its discretion, may require the Unit Owner to pay reasonable rental for the Unit. This provision of the Act further provides that if the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to appointment of a receiver to collect the rent.

(e) Section 718.121 of the Act provides that no lien may be filed by the Association until thirty days after the date on which a notice of intent to file a lien has been delivered to the Owner by registered or certified mail, return receipt requested, and by first-class United States mail to the Owner at his or her last address as reflected in the records of the Association, if the address is within the United States, and delivered to the Owner at the address of the Unit if the Owner's address is reflected in the records of the Association is not the Unit address. If the address reflected in the records is outside the United States, sending the notice to that address and to the Unit address by first-class United States mail is sufficient. Delivery of the notice (hereinafter "Statutory First Notice") is deemed given upon mailing as required by the Act.

(f) Section 718.303(3) of the Act provides that if any Unit Owner is more than 90 days delinquent in the payment of any monetary obligation to the Association, the Association may suspend the right of the Unit Owner, or a Unit's occupant, licensee or invitee to use common elements, common facilities or any other Association property until the monetary obligation is paid.

(g) Section 718.303(5) of the Act provides that the Association may suspend the voting rights of any Unit Owner if such Unit Owner becomes more than 90 days delinquent in the payment of any monetary obligation to the Association. Such suspension shall end upon full payment of all obligations currently due or overdue the Association.

3. References to "Assessments" herein shall refer to Annual Assessments which are payable monthly or quarterly, as specified by the Board, and due on the first day of each month

or quarter, as applicable (hereinafter the "Assessment Due Date") and Special Assessments which are due on the date specified by the Board in the notice of the assessment given pursuant to Section 718.116(10) of the Act ("Special Assessment Due Date"). The Assessment Due Date and Special Assessment Due Date shall collectively be referred to as the Due Date. All Assessments or Charges not paid within ten (10) days after the Due Date shall be considered delinquent.

4. A monetary obligation as that term is used herein shall include any regular Assessment, Special Assessment, Fine, or Charge authorized by the Declaration, the Bylaws of the Association or the Act.

5. If payment of an Assessment in full has not been received by the Association, at such location as the Association may specify from time to time, within ten (10) days of the Due Date, the Association (either itself, or through its agent) will add a late fee of five percent (5%) of the installment due, or $25.00, whichever is greater. Interest at 18% per annum shall also be added, retroactive to the due date.

6. Once any Assessment is thirty (30) days past the Due Date, the Association will turn the matter over to its attorney, who in turn will send a Statutory First Notice. Delinquency for the purposes of this Policy shall be measured from the Due Date, without regard to the ten day "grace period" provided in Paragraph 3. Owners shall be responsible for all applicable late fees and interest as referenced above, as well as all reasonable expenses of collections and costs and attorney's fees affiliated with the statutory First Notice.

7. Once any Assessment is sixty (60) days past the Due Date, or the payment deadline from the attorney's Statutory First Notice has lapsed, whichever is later, the Association's attorney shall record a claim of lien and provide the Unit Owner with notice of intention to foreclose a lien, as required by the Act, in order to collect the outstanding amounts owed, including but not limited to the amount of the delinquent Assessment(s), interest, late fees, attorney's fees and costs, reasonable collection expenses and any amounts that have been accelerated. The President of the Association, or the Manager, shall have the authority to instruct counsel to also accelerate remaining assessments for the fiscal year, if after consultation with legal counsel, the President or Manager believes that acceleration is in the best interest of the Association, which may be considered on case-by-case basis. Such claim of lien shall also secure, including but not limited to, all unpaid Assessments, attorney's fees, interest, late fees and costs and reasonable expenses of collection which are due or may become due subsequent to the date the claim of lien is recorded. The Association's attorney will also send a notice advising the Owner that a foreclosure action will be commenced unless the entire amount indicated on the claim of lien, as well as any sums that have accrued since the date of the claim of lien, are paid within thirty (30) days from the date of the notice.

8. Pursuant to Article 15.4.3 of the Second Amended and Restated Declaration of Condominium, the Association may withhold approval for transfer of a Unit until all past-due Assessments (including late fees, interest, cost, reasonable collection expenses, and attorney's fees) have been paid.

9. Any person who is delinquent in the payment of any monetary obligation to the Association by more than 90 days is not eligible to sit on the Board of Directors. If such an individual has submitted a Notice of Intent to run for the Board, their name shall not be included on the Annual Meeting Ballot where such individual is delinquent on the date of the deadline for submitting a Notice of Intent to run. However, if such individual remains delinquent at the time of the election, votes cast for such individual shall not be counted and the next highest vote recipient shall be seated, as applicable. Further, such individual shall not be eligible for appointment to the Board, in the event of no election.

10. Should any person become more than 90 days delinquent in the payment of any monetary obligation to the Association, the Board of Directors shall consider the suspension of such Unit Owners, or Unit occupant, invitee, or licensee's, use rights of the Common Elements and Association Property and voting rights at a regularly scheduled Board meeting or a special meeting of the Board. In the event that such suspension is imposed at said meeting, the Association shall notify the Owner, and if applicable, the Unit's occupant, licensee or invitee of such suspension by mail or hand delivery. Such suspension shall continue until all outstanding monetary obligations are brought current. Use rights in all Common Elements and Association Property shall be included in such suspension, including without limitation, all amenities, recreational or social facilities, and use of any beach area that is part of the Common Property, but excluding Limited Common Elements intended to be used only by that Unit, Common Elements need to access the Unit, utility services provided to the Unit, parking spaces, or elevators.

11. The Unit Owners whose voting rights have been suspended by this Resolution shall be subtracted from the quorum and voting requirements of any votes taken during such suspensions to the extent permitted by the Act, the Declaration or the Association's Bylaws.

12. It is the intent of the Board that this collections policy be adhered to as closely as possible. However, any deviation from or waiver of this Policy will not affect the collections process and cannot be raised as a defense by a delinquent Unit Owner in any collections proceeding. Further, the Board shall have the authority to deviate from or waive the provisions of this Policy, when in the opinion of the Board of Directors, the best interests of the Association are served by such waiver or deviation, including but not limited to situations where substantial hardship or excusable neglect by the Unit Owner has been shown. The waiver or deviation of the provisions of this Policy in one instance shall not require waiver or deviation in any other instance.

13. The President of the Association or the Manager of the Association shall have the authority to implement this Policy, without need for specific approval of the Board, except that the suspension of use rights provided for in Paragraph 10 and the waivers provided for in Paragraph 12 shall be considered by the Board.

X. RULES AND REGULATIONS ESTABLISHING FORM OF QUESTION AND ANSWER SHEET

WHEREAS, Section 718.504 of the Act provides, in pertinent part, as follows:

> In addition to the prospectus or offering circular, each buyer shall be furnished a separate page entitled "Frequently Asked Questions and Answers," which shall be in accordance with a format approved by the division and a copy of the financial information required by s. 718.111. This page shall, in readable language, inform prospective purchasers regarding their voting rights and unit use restrictions, including restrictions on the leasing of a unit; shall indicate whether and in what amount the unit owners or the association is obligated to pay rent or land use fees for recreational or other commonly used facilities; shall contain a statement identifying that amount of assessment which, pursuant to the budget, would be levied upon each unit type, exclusive of any special assessments, and which shall further identify the basis upon which assessments are levied, whether monthly, quarterly, or otherwise; shall state and identify any court cases in which the association is currently a party of record in which the association may face liability in excess of $100,000; and which shall further state whether membership in a recreational facilities association is mandatory, and if so, shall identify the fees currently charged per unit type. The division shall by rule require such other disclosure as in its judgment will assist prospective purchasers.

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt a rule, as contemplated by the above-referenced article of the Second Amended and Restated Declaration of Condominium, to create "Form" Frequently Asked Questions and Answer Sheet to be updated annually; and

NOW THEREFORE, the following rule is adopted.

2. The Board of Directors shall update the Frequently Asked Questions and Answer Sheet annually.

FREQUENTLY ASKED QUESTIONS AND ANSWERS

Palmas Del Sol Condominium Association, Inc.

As of _____, 20__

Q: What are my voting rights in the condominium association?

A: Each Unit has one (1) vote per Unit. Generally speaking, unit owners are entitled to vote for the election of Directors, the level of reserve funding, waiver of certain financial reporting requirements, and amendments to the Declaration of Condominium, Articles of Incorporation and Bylaws of the Association. Owners are entitled to vote in person or by limited proxy. The election of Directors is conducted at the annual meeting through a balloting procedure.

Q: What restrictions exist in the condominium documents on my right to use my unit?

A: Article 14 of the Amended and Restated Declaration of Condominium, contains restrictions regarding occupancy, pets, residential use and nuisances. The foregoing is only a listing of some of these restrictions. Additional restrictions may be found in the Amended and Restated Declaration of Condominium and Amended and Restated Rules and Regulations. All prospective buyers are urged to review the Condominium Document carefully.

Q: What restrictions exist in the condominium documents on the leasing of my unit?

A: No Unit Owner shall lease or rent any Unit unless he/she shall make such request, in writing, to the Association, setting forth the names of the proposed lessees, together with such other pertinent information about the number of people who will be occupying the Unit, their ages and additional information as may be required by the Association. The Association may delegate this responsibility to the Association's manager, if one is hired.

Q: How much are my assessments to the condominium association for my unit type and when are they due?

A: Assessments are based on each Unit's percentage of ownership in the Condominium, as same exists at the time of the assessment. Assessments are due on the first day of each quarter or month as determined by the Board.

Q: Do I have to be a member in any other Association? If so, what is the name of the Association and what are my voting rights in this Association? Also, how much are my assessments?

A: Yes. All Unit Owners, by virtue of their ownership of their Units, shall automatically become members of the Gulf Harbour Master Association, Inc. which operates Common Area amenities and Common Areas for the benefit of all members of Gulf Harbour Master Association, Inc.

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: No. There are no rent or land use fees due to any other entity.

Q: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of $100,000? If so, identify each such case.

A: No.

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALE CONTRACT, AND THE CONDOMINIUM DOCUMENTS.

Palmas del Sol Policy on Leasing/Renting Condos

Due to the recent large turnover in condo ownership and the increase in those who intend to lease/rent their units, we are providing the highlights to Article 15A of Palmas del Sol (PDS) Declarations. We encourage those individual owners to read and understand fully.

1. All leasing/renting requests **MUST** be submitted in writing to our management company (SMC) a minimum of 15 days prior to the need to activate an approved lease.

2. All leasing applicants **MUST** use the standard form (available through our management company). No subleasing is permitted. All leases will be required to be reviewed by the Board for approval. Board review does not guaranty approval.

3. The minimum leasing term shall be no less than 90 consecutive days. Garage space must be provided.

4. No pets are allowed to be kept on campus by lessee.

5. All lessees should be given access to PDS documents (Declarations, Bylaws, and Rules). A copy of the Residents Packet (2021) must be provided by Suitor Middleton Cox to the lessee either electronically or on paper. If provided electronically, a copy of the email must be provided to the secretary of the Palmas board of directors. If a paper copy is provided, a signed acknowledgement of the receipt of the document will be maintained at Suitor Middleton and Cox. All lessees shall be held accountable for abiding by those documents.

Palmas Del Sol Pool and Spa Rules

1. Only owners and their guests may use the pool and clubhouse.
2. No more than eight people are permitted in the spa at one time.
3. The maximum time recommended for spa use is fifteen minutes.
4. Pool and spa hours are from one half hour after sunrise to one half hour before sunset (per Lee County rules). The pool or spa deck may be used after these hours but the pool must not be used.
5. Children under 12 years of age must be accompanied by an adult.
6. No children requiring/wearing diapers are permitted in the pool. Please take used disposable diapers with you for disposal in your own trash. No used disposable diapers are to be left in clubhouse, pool or restroom trash receptacles.
7. No diving into the pool or spa.
8. No running in the pool area.
9. No food in the pool or spa.
10. No standing upon or diving from waterfall area.
11. No glass containers or bottles in the pool, spa, or in the deck areas.
12. Shower before entering the pool or spa.
13. Swim cap use, especially if your hair is below collar length, is encouraged, both to protect your hair and to keep hair from the pool filters.
14. Do not enter the pool or spa if you are ill or have open wounds.
15. Only swimsuits are permitted to be worn into the pool or spa.
16. No hairpins, barrettes, jewelry or glasses may be worn in the pool or spa.
17. Pools, the spa, and the pool area must be vacated immediately if thunder is heard or if lightning is seen or of the golf course lightning warning is heard.
18. Wet clothing is not permitted in the clubhouse.
19. No loud noise after 10:00 pm.
20. Courtesy to your fellow owners and their guests is expected.
21. Owners are asked to respect other owners and to limit their guests to 8 individuals. Owners are responsible for the behavior of all guests and for any damage caused by those guests. Guests must follow all Rules and Regulations of Palmas del Sol and Pool and Clubhouse rules.
22. Catered events require Board of Directors approval.

Rev. August 2021

Clubhouse Rules

Palmas has a beautiful clubhouse for all residents to enjoy. We have recently redecorated the interior and hope to keep it well maintained. New rules for use have been adopted to achieve this goal.

1. There is **absolutely** no use of the clubhouse on an ad hoc, impromptu or unreserved basis for private parties/meetings. Small gatherings hosted by an owner are restricted to a maximum of 8 guests. Such use of the clubhouse shall not conflict with a previously reserved event. The rental of the clubhouse will take precedence over small owner-hosted gatherings. At no time will an authorized use of the clubhouse include use of the pool, spa, decks or grilling areas. All uses of the clubhouse for private parties/meetings **must** follow reservation procedures including deposits and fees. Catered events require Board of Directors approval.
2. Authorized and approved use of the clubhouse **does not** include use of the pool/spa decks or grilling areas. These areas are reserved for general use of owners and their guests.
3. The private party/meeting sponsor is responsible for cleanup immediately after the event. Palmas del Sol does not provide cleaning services. The private party/meeting sponsor may arrange for an outside service to perform the cleaning, but cleaning must be done immediately following the event (including laundering of table cloths). The facilities must be left as they were found.
4. No furniture may be moved or rearranged without permission from the clubhouse committee.
5. No one under the age of 18 will be allowed use without adult supervision.
6. Tablecloths MUST be used on all tables. The round tablecloth for the Living Room table is in the lower left kitchen cabinet as you enter the kitchen. The square tablecloths for the Board Room tables are in the credenza.
7. No open flames allowed in clubhouse at any time (includes candles, torches, etc.).
8. Owners are responsible for their guests. Guests should never be left unattended by the sponsoring owner.
9. No smoking will be allowed inside clubhouse at any time.
10. No wet bathing suits are allowed inside the clubhouse. Please use restrooms on the side of the building reserved for pool use.
11. Please follow our rules for use of pool and spa as posted.
12. Please take used disposable diapers with you and dispose of them in your own trash. No used disposable diapers are to be left in clubhouse, pool or restroom trash receptacles.

Please leave our facilities as nice and clean as you found them.

Rev. Dec 2022

Clubhouse Reservations

All requests for reservations for clubhouse use for Private Parties or Meetings *must* be approved by the Clubhouse Committee. Contacts are:

Sonin Fleming ..... 239-826-4274 or
Dale Moore 770-380-7564

Fee and Deposit

Usage fee (non-refundable) ..... $150.00 Deposit (refundable) $500.00

Please take two separate checks to SMC (property management) at 15751 San Carlos Blvd., Suite 8 (Tel: 239-437-0340). Conveniently located just south of Gladiolus Dr. by the O'Reilly Auto Parts store.

Before Your Event

There will be a walk-through with a member of the Clubhouse Committee before your scheduled event and also following the event. Upon inspection with no damage or loss, the deposit will be released for refund.

Clean Up

After your event, trash MUST be bagged and put in a large outdoor container. If the amount a trash exceeds the size of the container it will require a haul to one of the dumpsters located in a building. Recyclables should be placed in the blue container. Please note what is acceptable for recycle posted on the container. Please DO NOT leave cleaning to the following day or for others. The clubhouse must be restored to the level of cleanliness as which it was found.

Size of Event

No more than 50 people per event will be allowed (we only have comfortable seating inside for 25-30). This does not pertain to Palmas sponsored events. *Clubhouse events do not include the use of the pool, spa, decks or grilling areas.*

Blackout Dates

The clubhouse may not be reserved on St. Patrick's Day, 4th of July, Thanksgiving Day, Christmas Eve or Day, New Year's Eve, and Super Bowl Sunday.

Rev. Dec 2022

Pool Area

Our owners and their guests reserve the right to use the pool, grill, and areas surrounding the pool at all times; therefore, this area may NOT be reserved or used for private parties.

Palmas Del Sol Condominium Association

Cart Storage Area Rules and Regulations

1. The cart storage area is a common element and, therefore, subject to the Rules and Regulations of the Palmas Del Sol Condominium Association.
2. A waiting list will be developed and maintained by the Secretary of the Board of Directors or the chairperson of the Golf Cart Storage Committee, as directed by the Board of Directors.
3. As a space becomes vacant, the next person on the waiting list will be notified and if the opportunity for a space is declined, the declining individual may request to remain on the list and in that case will be placed as the last person on the list.
4. The Board of Directors of the Palmas Del Sol Condominium Association has total control of space assignment in order to best utilize the spaces for the benefit of all owners. There is no permanent assignment or ownership of any cart parking space regardless of past events or assignments.
5. Cart space rental is a privilege that is independent of condominium ownership. If a unit is sold, the rental privilege is terminated and the cart must be removed from the storage area and the cart space will then be offered to the next person on the waiting list. The only exception to this rule is if an individual sells a unit in Palmas Del Sol and either owns or purchases another unit in Palmas Del Sol.
6. Owners must obtain permission from the Cart Committee chairperson before placing a cart into a newly rented space or after obtaining a replacement cart.
7. Rental costs for the cart storage area will be determined by the Board of Directors of the Palmas Del Sol Condominium Association.
8. Each cart space renter will be issued one remote control for the storage area door. Remote controls must be returned at the termination of cart space rental. If the remote has not been returned by the owner, the new renter is responsible for the cost of a new remote.
9. As a common element, maintenance costs are borne by the Condominium Association.
10. A cart storage area committee will be created by the Board of Directors. The committee will recommend maintenance and improvement items to the Board, manage the signup list, waiting list, cart parking space assignments and other matters pertinent to the cart storage area. The committee chairperson will be assigned by the Board of Directors. Members of the committee will be recommended by the chairperson and approved by the Board of Directors.
11. Disputes between cart storage renters that relate to the storage area will first be mediated by the cart storage committee and if no resolution is agreed upon by the parties, the dispute will be referred to the Board of Directors.
12. Cart storage is only available to owners of Palmas Del Sol condominiums. If an owner rents their condominium unit, their cart storage space rental will be terminated and be offered to the next owner on the waiting list.
13. Cart storage spaces may not be sub-let. Only the owner's cart is permitted to occupy the space rented by the owner.
14. Rental bills will be annual and must be paid within 90 days of receipt.

15. Failure for a cart space renter to pay rent within 90 days will result in removal of the cart, cancellation of the individual's rental privilege, and storage of the cart in commercial storage with costs borne by the renter if the renter refuses to remove the cart.
16. Carts must be parked in a manner that allows for greatest space for other carts to move about the storage area. The cart committee may at times require that a cart be parked in a specific manner to accomplish maximum ease of cart egress and ingress. All carts must be parked as close to the walls as possible.
17. Reports from the Cart Storage Committee will be presented to the Board of Directors of Palmas Del Sol as necessary.
18. All carts must be registered with the Master Association and carry a registration sticker.
19. Failure of a cart space renter to follow these Rules and Regulations may result in the cancellation of the rental of the cart space by the Board of Directors.

Approved 1/03/2023

February 18, 2016
Rev: January 28, 2020, December 20, 2022

APPLICATION FOR MEMBERSHIP

Please Print

Association: **PALMAS DEL SOL**	UNIT NUMBER:
SELLER(S) NAME:	

BUYER(S) NAME:	SPOUSE:
ADDRESS:	
PHONE NUMBERS:	EMAIL ADDRESS:

CHILDREN/NAMES & AGES	PETS? ( ) NO ( ) YES, If yes list kind/size

EMPLOYER INFORMATION, (if retired, list former employer)

Company:	Spouse, Company:
Nature of Business:	Nature of Business:

UNIT WILL BE TITLED IN THE NAME OF:

_____

CLOSING DATE: _____/_____/_____ PURCHASE PRICE: $_____

WILL YOUR UNIT BE RENTED? ( ) NO ( ) YES, if yes, list rental agent/phone

Rental Agent:	Phone:

Emergency Contact:	Phone:

FINANCIAL REFERENCES:

Bank Name:	Bank Name:
Address:	Address:
Phone:	Phone:

THE UNDERSIGNED ACKNOWLEDGES THEY HAVE RECEIVED, READ AND AGREE TO ABIDE BY THE GOVERNING DOCUMENTS, AMENDMENTS AND BY-LAWS. APPLICANT(S) HEREBY GRANT(S) THE ASSOCIATION PERMISSION TO MAKE CREDIT AND BACKGROUND CHECKS AS IT DEEMS NECESSARY.

_____ _____

APPLICANTS SIGNATURE SPOUSE SIGNATURE

_____/_____/_____ Date _____/_____/_____Date

SSN#_____ Date of Birth_____ DL#_____

SSN#_____ Date of Birth_____ DL#_____

THE CONSENT TO TRANSFER WILL BE MAILED TO THE CLOSING AGENT AS LISTED BELOW:

Title Company/Attorney Name:	
Address:	
Phone:	Fax:

IMPORTANT: In order to provide a consent to transfer to your closing agent, we must receive the following **at least 20 days** prior to closing: **Completed** Application for Membership

- Copy of Sales Contract & Screening Forms per Applicant
- Administrative Fee/Application/Consent Fee (see below)

THIS APPLICATION IS FOR: **PALMAS DEL SOL** FEE FOR THIS PROPERTY IS: **$175.00**
(amount)

Return completed Application w/Check Payable to:
Suitor & Associates, Inc.
15751 San Carlos Blvd #8
Ft. Myers, FL 33908
(239) 437-0340 Fax: (239) 437-9378

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

PALMAS DEL SOL RESIDENT INFORMATION

2023 Edition

Palmas del Sol

Resident Information

Welcome to the Palmas del Sol (PDS) Community. We hope you will feel at home in your new surroundings and that you will find much to enjoy and appreciate. To help acquaint you with the community, we have produced a "packet" of information we hope you will find useful. Updates from our previous packets are included

If you have not already done so, please register at our web site: www.palmasdelsol.net

Here you will find our documents, meeting minutes, announcements, communication portal (messages) and information you will need for renovations. You will find an important resource for obtaining documents, reading minutes, reviewing financials, and alerting you to events. Emails are usually sent from our website so if you do not register and sign up for emails, you will not receive most emails sent to the owners and will not be notified when new documents are posted onto the website. The Palmas calendar is also maintained on the website as are other notices and documents. If you have difficulty registering on the website, please email: webmaster@palmasdelsol.net.

The board strongly recommends that all new owners and renters review our Governing Documents and Rules and Regulations on our website. These can be found in the Documents section under Palmas Del Sol Legal. Additional information regarding elections, rental of your unit, pets, construction rules and many other items can be found within these documents.

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Telephone/Contact Information

Suitor, Middleton, Cox (SMC) Management Company 239.437.0340
Poison Control.....800-222-1222
South Gate 239-433-0110
North Gate 239-482-5039
Security Patrol Car 239-340-8994
Pre-Call for Visitors (Dwelling Live).....888-994-4117
Building and Maintenance Questions (Suitor).....239.437.0340
On-Site Maintenance Supervisor (Kim Davis).....239-440-8000
Transponders for garages and Palmas gate (Action Door Company).....239-768-3667
Trash Company: Advanced Disposal (for pickup of large items) 239-334-1224
Comcast/Xfinity.....800-266-2278
Florida Power and Light 833-313-2972

Palmas Del Sol Board of Directors

Bill Aarons (President) - waarons@comcast.net 609-226-2981
Communications, Website, Golf Cart Storage Committees

Dale Moore (Vice President) - fakeet@aol.com 770-380-7564
Buildings, Landscape, Maintenance Committees

Robert Corp (Treasurer) - rcorp@me.com 315-436-6040
Budget, Finance Committee

Steve Hancox (Secretary) - sohancox@gmail.com 513-646-3437

Jim Roach (At Large) – jroach@fhpaschen..... 847-343-2509

Committees

The committees under each board member are available to our owners to join and your participation is encouraged. If you have an interest, please contact the representing Board member/chairperson. Contact information can be found on our website. Other Committees are listed below and their members are listed on our website:

- Architectural Review Committee.....Jim Roach
- Social Committee.....Jill Staples and Karen Aarons
- Clubhouse Committee ..... Sonin Fleming

Clubhouse Rules

Palmas has a beautiful clubhouse for all residents to enjoy. We have recently redecorated the interior and hope to keep it well maintained. New rules for use have been adopted to achieve this goal.

1. There is absolutely no use of the clubhouse on an ad hoc, impromptu, or unreserved basis for private parties/meetings. Small gatherings hosted by an owner are restricted to a maximum of 8 guests. Such use of the clubhouse shall not conflict with a previously reserved event. The rental of the clubhouse will take precedence over small owner-hosted gatherings. At no time will an authorized use of the clubhouse include use of the pool, spa, decks or grilling areas. All uses of the clubhouse for private parties/meetings must follow reservation procedures including deposits and fees. Catered events require Board of Directors approval.
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3. The private party/meeting sponsor is responsible for cleanup immediately after the event. Palmas del Sol does not provide cleaning services. The private party/meeting sponsor may arrange for an outside service to perform the cleaning, but cleaning must be done immediately following the event (including laundering of tablecloths). The facilities must be left as they were found.
4. No furniture may be moved or rearranged without permission from the clubhouse committee.
5. No one under the age of 18 will be allowed use without adult supervision.
6. Tablecloths must be used on all tables. The round tablecloth for the Living Room table is in the lower left kitchen cabinet as you enter the kitchen. The square tablecloths for the Boardroom tables are in the credenza.
7. No open flames allowed in clubhouse at any time (includes candles, torches, etc.).
8. Owners are responsible for the behavior of all guests and for any damage caused by those guests. Guests must follow all Rules and Regulations of Palmas del Sol and Pool and Clubhouse rules.
9. No smoking will be allowed inside clubhouse at any time.
10. No wet bathing suits are allowed inside the clubhouse. Please use restrooms on the side of the building reserved for pool use.
11. Please follow our rules for use of pool and spa as posted.
12. Please take used disposable diapers with you and dispose of them in your own trash. No used disposable diapers are to be left in clubhouse, pool or restroom trash receptacles.

Please leave our facilities as nice and clean as you found them.

Clubhouse Reservations

All requests for reservations for clubhouse use for Private Parties or Meetings *must* be approved by the Clubhouse Committee. The application to reserve the clubhouse is located in the Documents section of the Palmas website.

Contacts are:

Sonin Fleming 239-826-4274

Dale Moore 770-380-7564

Fee and Deposit

Usage fee (non-refundable) ..... $150.00 Deposit (refundable) $500.00

Please take two separate checks, made out to Palmas Del Sol Condominium Association, to Suitor Middleton Cox (property management) at 15751 San Carlos Blvd., Suite 8 (Tel: 239-437-0340). Conveniently located just south of Gladiolus Dr. by the O'Reilly Auto Parts store.

Before Your Event

There will be a walk-through with a member of the Clubhouse Committee before your scheduled event and following the event. Upon inspection with no damage or loss, the deposit will be released for refund.

Cleanup

After your event, trash must be bagged and put into the large outdoor container. If the amount of trash exceeds the size of the container it will require a haul to one of the large trash dumpsters located in the buildings. Recyclables should be placed in the blue container. Please note which items are acceptable for recycling, as posted on the container. Please DO NOT leave cleaning to the following day or for others. The clubhouse must be restored to the level of cleanliness as which it was found.

Size of Event

No more than 50 people per event will be allowed (we only have comfortable seating inside for 25-30). This does not pertain to Palmas sponsored events. *Clubhouse events do not include the use of the pool, spa, decks or grilling areas.*

Blackout Dates

The clubhouse may not be reserved on St. Patrick's Day, 4th of July, Thanksgiving Day, Christmas Eve or Day, New Year's Eve, and Super Bowl Sunday.

Pool Area

Our owners and their guests reserve the right to use the pool, grill, and areas surrounding the pool at all times; therefore, this area may NOT be reserved or used for private parties.

Pet Regulations

Unit owners ***and not tenants or guests*** are allowed to keep one domesticated cat or dog. Either animal may NOT exceed 40 pounds in weight. The Board is empowered to adopt additional rules and prohibit anyone from keeping a breed of animal that they consider, or has demonstrated a vicious nature or level of aggression thought to be dangerous.

No pet shall be kept outside of a unit or screened lanai/breezeway without a responsible adult being physically present. No pet shall be allowed to roam outside unit freely.

When outside the unit, pets must always be either be hand carried or tethered to a leash and under the control and supervision of a responsible adult. This adult shall be responsible to immediately remove pet solid waste and dispose of it in a plastic bag in either pet disposal container or dumpster.

If a pet behavior becomes problematic (barking/loud meowing, roaming outside of unit, soiling in building common elements, aggressive behavior) the unit owner has the duty to immediately correct behavior. If the problem(s) persist, the Board has the authority to permanently ban the pet from the premises.

Tenants and guests are not permitted to keep their pets or harbor any pets at Palmas Del Sol. Under no circumstances are pets allowed in the pool or clubhouse areas.

Palmas Del Sol Pool and Spa Rules

1. Only owners and their guests may use the pool and clubhouse.
2. No more than eight people are permitted in the spa at one time.
3. The maximum time recommended for spa use is fifteen minutes.
4. Pool and spa hours are from one half hour after sunrise to one half hour before sunset (per Lee County rules). The pool or spa deck may be used after these hours but the pool must not be used.
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6. No children requiring/wearing diapers are permitted in the pool. Please take used disposable diapers with you for disposal in your own trash. No used disposable diapers are to be left in clubhouse, pool or restroom trash receptacles.
7. No diving into the pool or spa.
8. No running in the pool area.
9. No food in the pool or spa.
10. No standing upon or diving from waterfall area.
11. No glass containers or bottles in the pool, spa, or in the deck areas.
12. Shower before entering the pool or spa.
13. Swim cap use, especially if your hair is below collar length, is encouraged, both to protect your hair and to keep hair from the pool filters.
14. Do not enter the pool or spa if you are ill or have open wounds.
15. Only swimsuits are permitted to be worn into the pool or spa.
16. No hairpins, barrettes, jewelry, or glasses may be worn in the pool or spa.
17. Pools, the spa, and the pool area must be vacated immediately if thunder is heard or if lightning is seen or of the golf course lightning warning is heard.
18. Wet clothing is not permitted in the clubhouse.
19. No loud noise after 10:00 pm.
20. Courtesy to your fellow owners and their guests is expected.
21. Owners are asked to respect other owners and to limit their guests to 8 individuals. Owners are responsible for the behavior of all guests and for any damage caused by those guests. Guests must follow all Rules and Regulations of Palmas del Sol and Pool and Clubhouse rules.
22. Catered events require Board of Directors approval.

Palmas Gate and Security

At the time of purchase of your unit, you should have received a remote for the PDS entry gate. This remote is of a "clicker type". However, if you did not receive one or it is inoperable you may use the push button entry at the access box with the same code for which you come in the front door to your condo building. In order to register for a code, you will need to contact our property management at Suitor, Middleton, Cox (239.437.0340). They will also program your name and pass code into the enunciator boxes. Also, if you wish to replace remote you can do so through our gate/garage vendor: Action Automatic Door, 11360 Metro Parkway, Fort Myers. Telephone: 239.768.3367.

When a guest or vendor arrives during the hours the gates are closed, they will contact you using the enunciator box using the left lane at entry gate. They will scroll through the name list to find you and press the notification button. You may open the gates (or the front door to condo building) by depressing "6" on your telephone or cell phone pad. Your phone numbers must be registered with property management to enable this functionality.

The Palmas Del Sol gate is closed from 10 p.m. to 6 a.m. daily.

Recycle and Trash

Trash chutes are located on each floor of each building in PDS. Please be sure to use bags that are tightly closed and do not easily break as they are dropped down chute. We are on the river and garbage attracts all kinds of vermin and pests. Watching our surroundings and doing things to keep all areas free of loose debris will go a long way to mitigate problems. Under no circumstances are vendors to use chutes or dumpsters to discard debris. We respectfully request that the chutes are NOT used between 10 p.m. to 7 a.m. as a courtesy to your neighbors.

Please do not use chutes for recyclable trash. We ask that you place these items in the blue recycle containers located on P1 garage levels. Appropriate recycle products are clearly listed on containers and posted on each building bulletin board. Examples of recycle products are glass, aluminum cans, plastics that contain recycle symbol, newspapers/small cardboard boxes. All bottles or cans that have had beverage or food in them require you to rinse out first. Large boxes will require you to break them down flat and place behind recycle bin.

Grocery bags, packing material, garage trash, raw garbage, Styrofoam and the like should either be placed in dumpster or recycled at grocery store (in the case of plastic bags or Styrofoam).

Please inform your guests, tenants and household workers regarding recycle and trash policies of the PDS.

Thank you for your efforts to keep our building environment clean and surrounding areas free of debris.

Registration of Email Addresses

At your first opportunity, please register your email addresses with PDS management company:

Suitor, Middleton, Cox & Associates
15751 San Carlos Blvd.
Suite 8
Fort Myers, FL 33908
239.437.0340

PDS Board of Directors will use your email to contact you with important information pertaining to our community. Also take the opportunity to register at our community web site: www.palmasdelsol.net. Here you will find a useful resource for obtaining documents, minutes of meetings, reviewing financials, obtaining contractor/ARC request packet, and alerting you to events. It is also a valuable portal for communication between owners and board members. *Most of the emails to owners are performed through our website*, so you must register to receive these emails. For problems with website registration or other issues, contact webmaster@palmasdelsol.net.

Unit Access

As soon as possible, please check to see that a working spare key is on hand with on-site maintenance for both your condo and your garage door. In the case of electronic doors, please make sure we have the code and a spare back-up key (highly recommended since batteries do not last long in this heat). There will be several times throughout the year when access will be required for Pest Control, Dryer Vent cleaning, Fire inspection, plumbing emergencies, etc. The "posting" will appear when a scheduled service is to be performed in the elevators and bulletin boards.

Grocery Carts

The carts located at each garage level outside the entry doors are for resident use only. These carts are made to handle the load of typical grocery transport and NOT construction materials. Please use these carts for their intended purposes and promptly return when you are finished for the next user**.** Under NO circumstances should a vendor be using these carts and should be immediately reported to security if observed.

Seasonal Close Up

Please consider taking the time and effort to do a thorough condo close up. This will prevent mold damage as well as reduce the risk for insect infestation in your absence.

1. Clean food out of refrigerator and freezer. It is recommended that you empty these appliances and turn off with doors ajar to accommodate air circulation. It is NOT rare for the area to lose power during summer storms. Our generator only supplies electricity to elevators and emergency lights. If you do not turn off refrigerator then make sure ice maker is off.

2. Make sure all perishables and crumbs are discarded. Check cabinet drawers for stray crumbs. Even the toaster has a crumb catcher. Microwaves should be wiped clean.

3. Small appliances would do well to be unplugged as power surges could potentially shorten their lives.

4. Spray and clean surfaces of kitchen and bathroom, backsplashes, and cabinets.

5. Check and run garbage disposal unit and spray with disinfectant. Also spray disinfectant into empty garbage container.

6. Leave the dishwasher door ajar. If gone more than two months, consider running “lite duty” cycle before using.

7. Sweep all floors (including lanai) and vacuum carpets. Clean lanai furniture before you bring inside. If you have hurricane shutters you may leave your furniture on the lanai.

8. Place toilet cleaner in bowl and agitate. Place plastic wrap over bowl.

9. Air Conditioner thermostats should be set to 76-78 degrees. Make sure your air filter is clean. If you have a de-humidistat then follow instructions from your HVAC service provider.

10. Close blinds. Leave closet doors, cabinet doors, and drawers slightly opened to encourage air circulation.

11. Remove any furnishings from your entryway.

12. **Very important: Turn off your main water supply and turn off breaker to your water heater.**

13. Garage: leave your fan on. This provides laminar flow air circulation in garage to mitigate mold. Dehumidifiers in garages are NOT recommended. This is Florida and humidity is a part of life. Your garage is not sealed tight enough to prevent humidity and the dehumidifier will run constantly. This is truly a waste of electricity. You are not allowed to run discharge hoses into the garage areas. Some have place discharge out their vents but not allowed to discharge on to the building. **No drilling of holes are allowed in the building to provide discharge.**

HOME WATCH If you are away for more than a couple of weeks, a "home watch" service or other responsible person should be used to keep a check on your unoccupied unit on a weekly basis. Note that some insurers may deny coverage if your unit has not been watched during a prolonged absence.

Mail Forwarding Do this well ahead of your expected seasonal departure. Please remember that magazines and periodicals do not get forwarded. Mail forwarding can be accomplished online at the US Postal Service Website . Change of address functionality is found under the menu item "Quick Tools". You can also temporarily hold mail at this same website.

A very thorough list is available on our web site. Ctrl + Click here to view printable checklist.

Plumbing Requirements

It is a requirement by our COA for residents to have all water supply lines (toilets, sinks, clothes washer, dishwasher, etc.) to have been upgraded with stainless braided lines. It is the responsibility for the individual owner to hire a licensed plumber to complete these repairs.

Parking Rules

The Palmas Del Sol Parking Policy is in the Documents section of www.palmasdelsol.net. As stated in the policy, violations of this policy may result in fines and/or loss of use of Palmas amenities.

All residents (renters and owners) are to park all vehicles (cars, trucks, Hummers, SUVs, motorcycles, golf carts, bicycles, etc.) in their assigned garages. All Residents (renters and owners) are prohibited from parking vehicles overnight in the guest parking areas. The exception, golf carts assigned to the golf cart barn.

Visitor parking is provided for short term visitors. Visitors are restricted to a maximum duration of two weeks without board approval.

No recreational vehicles, campers, storage units, or trailers are permitted for overnight parking on this campus.

Absolutely NO parking is allowed in the brick pavers where it is posted "FIRE LANE."

Gulf Harbour Yacht & Country Club Gate Entry

This service is for access to guests, vendors, and deliveries. Access should be limited for the time of your guests stay or for time required for vendors servicing your condo. This is a security check point and time-limits protect us all. There are two methods for giving access:
Pre-Call and a cell phone app called **DwellingLive**, which can be downloaded from your phone's app store.

Pre-Call:

1. Log into the Master Association web site: www.gulfharbour33908.com
2. Register as a resident.
3. Click on "Visitor Management" and register your visitors, contractors, guests, etc. Or you may call the Pre-Call phone number: (888) 994-4117.

Remember: Scheduling can be done up to 1 year in advance. You may use your phone, tablet/computer, or cell phone.

Tips for using Pre-Call:

1. Your initial PIN is 1234 until you change it.
2. Text or email notification is available to let you know when your guest has arrived

3. Plan ahead for your visitors. Last minute attempts may get your guest turned away.
4. Leave a message for one visitor at a time. Speak slowly and clearly.
5. Listen to the message before you hang up to confirm information as intended
6. Renters should have their own account login/password
7. Home Watch services should be placed on permanent list

DwellingLive App (recommended)

This is a download phone app for both Android and IOS (Apple) phones. The app allows you to easily enter new guests into the system, to set up permanent and temporary guests and make other additions and corrections to your DwellingLive account using your phone or iPad. More information can be found at the Master Association website (www.gulfharbour33908.com) in the Documents section.

Need immediate assistance with guests:
North gate #239-482-5039 or South gate #239-433-0110. Please remember, our guards are very busy. If they are able, they will answer your phone call or you can leave a message.

Guest Lists:
It is the owner or renter's responsibility to assure the guest list is correct in DwellingLive. Residents can enter their own lists or use the courtesy data entry e-form on line or use the DwellingLive app for their phones. Additional support for guest lists is available by contacting our Association Management Company at (239)437-0340.

Construction Regulations

All requests for construction within your condo must first be sent to our management company:

Suitor Middleton Cox & Associates
15751 San Carlos Blvd., Suite 8
Fort Myers, FL 33908
239.437.0340
Attn: Cindy Sprenger

The Architectural Review Committee (ARC) will then review all construction documents. After all questions answered and appropriate documents received then approval will be granted through a letter from the management company. This letter will be used by contractor for county permitting process. Please find the download document "Request for Architectural Change" on our web site: www.palmasdelsol.net

Requests should include:

1. Request form with appropriate identifiers
2. Plans and or prints
3. Contractor acknowledgement of Rules/Regs
4. License/insurance of all contractors on the project
5. List of materials to be used

Construction shall ONLY be allowed between May 1 to October 31. Hours permitted are Mon – Fri from 8 a.m. to 5 p.m. and Sat 8a.m. to noon. These times should include clean up times and contractors should plan accordingly. Instruct your contractor to use the South Gate. No trucks are permitted on the connecting "Million Dollar Road."

For more information you may refer to *Amended and Restated Declaration Palmas del Sol, Article 9.3, pages 15 and 16.* This document is available here on our Palmas website.

Palmas Del Sol Rules and Regulations

In addition to the rules, regulations and occupancy and use restrictions set forth in the Declaration of Condominium, the following rules and regulations shall govern the use of the Units, Common Elements, Limited Common Elements, and any other Condominium Property, and also the conduct of all residents thereof. The Unit Owners shall at all times obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. The Board of Directors may make amendments to the rules and regulations may promulgate new rule and regulations and may delete existing rules and regulations. Said rules and regulations are as follows:

1. The sidewalks, entrances and all passageways must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.

2. Children shall not play or loiter upon the Common Elements except in such area and under the rules and regulations as determined by the Board.

3. The personal property of all Unit Owners shall be stored within their Units or in assigned storage spaces, and shall not be stored or left on any of the Common Elements.

4. No garbage cans, supplies, milk bottles, or other articles shall be placed on the Common Elements or Limited Common Elements except as authorized by the Association, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors, porches, patios, balconies or entry ways, or be exposed on any part of the Limited Common Elements or Common Elements. The Limited Common Elements and Common Elements shall be kept free and clear of rubbish, debris, and other unsightly material. No clothes line or similar device shall be allowed on any portion of the Condominium Property nor shall clothes be hung anywhere within the Condominium Property except within a Unit.

5. Fire exits shall not be obstructed in any manner.

6. No Unit Owner shall allow anything whatsoever to fall from the windows, porches, patios, entry ways, balconies or doors, nor shall a Unit Owner sweep or throw any dirt or other substance from his Unit or Limited Common Elements onto the Common Elements or any portion of the Condominium Property.

7. Refuse and bagged garbage shall be deposited only in the area provided therefore.

8. Agents or employees of the Association shall not be sent off the Condominium Property by any Unit Owner at any time for any purpose. No Unit Owner or resident shall direct,

supervise, or in any manner attempt to assert any control over the agents or employees of the Association.

9. The parking facilities shall be used in accordance with the regulations adopted by the Association. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than forty-eight (48) hours, and no repair of vehicles shall be made on the Condominium Property. All vehicles owned by a Unit Owner shall at all times be parked within the garage area permanently assigned to such Unit Owner; and may not be parked on other areas of the Condominium Property.

10. No Unit Owner shall store or leave any boat or trailer on the Condominium Property; however, an Owner may store a boat or trailer in the garage area assigned to such Unit if the boat or trailer fits in the garage with the garage door closed. Nothing contained' herein shall be interpreted to allow a Unit Owner to park his other vehicles anywhere other than in the garage area assigned to the Unit.

11. All garage doors shall be kept closed at all times except when entering and exiting the garage area or when the Unit Owner is physically present in the garage area.

12. Any Unit Owner desiring to paint the garage door assigned to the Unit shall only use paint of the type and color specifically designated by the Board. Further, the Association may require a Unit Owner to paint such garage door if, in the reasonable discretion of the Association, the garage door is in need of repainting.

13. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the Unit Owners or that would constitute a nuisance. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in such manner as to disturb or annoy other occupants of the Condominium. All parties shall lower the volume as to the foregoing as of 10:00 p.m. of each day.

14. No awning, canopy, shutter, antenna, satellite dish or other projection shall be attached to or placed upon the outside walls, doors or roof of a Unit or building, without the written consent of the Board of Directors of the Association.

15. No balcony may contain or include an unapproved screen enclosure or other similar structure unless the Unit Owner has first obtained the written consent of the Board of Directors or the Architectural Control Committee, as the case may be. The Board may adopt plans and specifications permitting the construction and/or installation of screen enclosures or other similar

structures, it being the Developer's intention to maintain a uniform appearance of balcony areas in the Condominium.

16. No Unit Owner may make any structural or non-structural alterations or additions to the Unit, Limited Common Elements or Common Elements without the express written consent of the Board of Directors or Architectural Control Committee, as the case may be. No Owner may make any change to the exterior of the Unit, or to the interior of the Unit if visible from outside the Unit, without the express written consent of the Board.

17. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Unit, Common Elements or Condominium Property without the prior written consent of the Association. The foregoing includes signs on the interior of a Unit which are visible from the exterior of the Unit.

18. No flammable, combustible, or explosive fluid, chemical or substance shall be kept in any Unit or Limited Common Element assigned thereto or storage areas, except such as are required for normal household use.

19. Each Unit Owner who plans to be absent from the Unit during the hurricane season must prepare the Unit prior to departure.

20. Food and beverage may not be consumed outside of a Unit, except for in such areas as are designated by the Board of Directors of the Association.

21. Owners shall be permitted to keep one domestic cat or dog per unit, only if such animal does not disturb or annoy other unit residents and weighs less than forty (40) pounds at maturity. Owners keeping domestic animals shall be responsible for pet droppings and for any inconvenience or damage caused by such animal. All unit owners must take a proper scooper or facsimile with them when walking their pet. All dogs and cats shall be kept leashed when not confined to the owner's unit. Guests and tenants shall not be allowed to have pets

22. No sign of any kind shall be displayed to the public view on any portion of the Condominium Property, including a sign indicating that a Unit is for sale or for lease; provided, however, that this rule shall not be applicable to the Developer.

23. Feeding of wild animals on Palmas Del Sol property (including fish, ducks, birds, iguanas, turtles, etc.) is prohibited.

24. Golf carts must be stored on an impermeable mat that has an attached poly-

fibrous material (as made by the EZGo company).

25. No smoking of any substance at any time in the common element areas (that is, breezeways, stairwells, elevators, garage thorough fares, clubhouse/pool/spa, any entry areas immediate to any building--30 feet from doors). Smoking is permitted in the following areas: inside your condominium unit, on your private lanai, inside your garage, and outside of the building at least 30 feet from entry doors.

26. In addition to these Rules and Regulations, Rules and Regulations pertaining to the Clubhouse/Pool and Golf Cart Storage Area must be followed by Owners and Guests.

27. Use of Clubhouse for private parties/meetings is permitted only on a pre-approved/reservation basis. Small gatherings hosted by an owner will be restricted to a maximum of 8 guests and will not conflict with a previously reserved event. See Resident Packet for further details.

28. Use of the pool is limited to owners and their guests. Owners are asked to respect other owners and to limit their guests to 8 individuals.

29. Owners are responsible for the behavior of all guests and for any damage caused by those guests. Guests must follow all Rules and Regulations of Palmas del Sol and Pool and Clubhouse rules.

Leasing of Units

All leases of Units or rentals of Units must be in writing. A Unit owner may lease or rent only his entire Unit, and then only in accordance with this Section (of Palmas Declarations). The privilege to rent or lease may be revoked by the Board of Directors if it is abused by the Unit owner, or the owner fails or refuses to follow the required procedures. *Renters are not permitted to keep dogs, cats, or other pets.*

15A.1 Procedures.
(A) Notice. An owner intending to sell or rent his Unit must give to the Board of Directors (or its designee) written notice of such intention at least fifteen (15) days prior to the starting date of the proposed transfer together with the name and address of the proposed transferee, and other information about the transferee or the sale that the Board may reasonably require.
(B) Failure to Give Notice. Any lease entered into without notice in violation of the above provisions shall, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the transferee by summary proceedings without securing consent to such eviction from the Unit owner.

15A.2 Term of Lease and Frequency of Leasing. The minimum lease or rental term is three (3) consecutive months or ninety (90) days whichever is greater. The Board is empowered to make an exception to the minimum lease or rental term, and only where written permission is requested and granted prior to any said occupancy. No subleasing or assignment of lease or rental rights by the lessee is allowed.

Note: Information regarding all sales and leases *must* be communicated to Suitor Middleton Cox and Associates.

CONDOMINIUM GOVERNANCE FORM

DEPARTMENT OF
BUSINESS AND PROFESSIONAL REGULATION
Division of Florida Condominiums, Timeshares,
and Mobile Homes

Address: 2601 Blair Stone Road
Tallahassee, Florida 32399-1030
Telephone: 850.488.1122
Facsimile: 850.488.7149
Toll Free Telephone:(in Florida only) 1.800.226.9101

Web Address:
www.myfloridalicense.com/condo

This publication is intended as an informal educational overview of condominium governance as per F.S. 718.503(2)(a). In the event of a conflict, the provisions of chapter 718, Florida Statutes, rules adopted by the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation, the provisions of the condominium documents, and reasonable rules adopted by the condominium association's board of administration prevail over the contents of this publication.

Role of the Board of Directors

General

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

Meetings and Notices

1. Except in the case of valid emergencies, Associations must provide at least 48 hours' notice of board and committee meetings, posted conspicuously on the association property.
2. Notice of the annual meeting with the agenda, the budget meeting also with agenda, and any meetings at which the board will vote on a special assessment or make changes to rules concerning unit use must be mailed, electronically transmitted or delivered to unit owners and posted on the condominium property at least 14 continuous days in advance of the meeting.
3. Written notice of a unit owner's meeting other than an annual meeting must include an agenda; be mailed, hand delivered, or electronically transmitted to each unit owner; and be posted in a conspicuous place on the condominium property within the timeframe specified in the bylaws. If the bylaws do not specify a timeframe, then notice must be provided at least 14 continuous days before the meeting.
4. Written notification of any special assessment must state the specific purpose of the special assessment.
5. A copy of the proposed annual budget along with the budget meeting notice must be mailed, electronically transmitted or delivered to each unit owner.
6. A budget must be proposed and adopted no later than 14 days before the beginning of the fiscal year.
7. The association must provide notice of any legal action by which the association may be exposed to liability in excess of insurance coverage so that unit owners may intervene and defend on their own behalf.
8. Board must allow unit owners or their designated representatives to speak at board and committee meetings subject to reasonable restrictions.
9. Associations must provide notification of a hearing before a committee of other unit owners before the board can levy a fine or suspension against a unit owner.

Elections

1. The association must provide by mail or personal delivery, a first notice of an election no less than 60 days prior to the election.
2. The association must provide a second notice of the election, along with a ballot, an inner envelope, an outer envelope and copies of any timely submitted candidate information sheets, no less than 14 days or more than 34 days before the date of the election .

Association Finances

1. Unless the governing documents provide otherwise, the board of directors has the authority to levy assessments, including special assessments
2. The board must prepare an annual budget of the revenues and expenses and hand deliver, electronically transmit or send a copy to the unit owners at least 14 days prior to the budget meeting. The budget must include all estimated revenues and expenses and reserves for certain deferred maintenance and capital expenditures projects.
3. Within 90 days after the end of the fiscal year, or annually on a date provided in the bylaws, the association must prepare a financial report for the preceding fiscal year. No later than 120 days after the end of the fiscal year or other date as provided in the bylaws, the association must mail to each unit owner at the address last furnished to the association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner.
4. Within 5 days of the written request from the unit owner, the most recent financial reporting document must be provided to the unit owner.
5. The report must be prepared as follows:

<u>Financial Reporting:</u>

6. If an associations revenues do not exceed $150, 000 ($150, 000 or less than that amount) then the association must prepare a report of cash receipts and expenditures.
7. Financial Statement:
8. **Compiled** –An association with total annual revenues of more than $150,000 and less than $300,000. Section 718.111(13), F.S.; Rule 61B-22.006, F.A.C.
9. **Review** –An association with total annual revenues of $300,000 and less than $500,000;
10. **Audit** –An association with total annual revenues of $500,000 and above;

<u>Role of the Unit owners</u>

General

1. Each unit owner who is offering the unit for sale must provide to each person who has entered into a contract for the purchase of the condominium unit a copy of this governance form, a current copy of the declaration of condominium, articles of incorporation, bylaws and rules of the association, a copy of the latest annual financial report, and the document entitled "Frequently Asked Questions and Answers" that may be obtained from the association.
2. Unit owners must abide by the condominium documents, the condominium laws and regulations and the rules of the association.
3. Unit owners must pay their share of the common expenses. Failure to do so may result in liens or possible foreclosure by the association.
4. Unit owners may use the common elements in a manner that will not hinder or infringe on the rights of the other unit owners.

5. Unit owners must provide the association access to their units during reasonable hours for the following purposes:
   a. To maintain, repair or replace any common elements;
   b. To prevent damage to the common elements or other units;
   c. To maintain the unit as required by the declaration of condominium; or
   d. To prevent damage to the common elements or to a unit or units.
6. Unit owners may not make any alterations to their units that would adversely affect the safety or soundness of the common elements or any portion of the association or condominium property the association maintains.

Unit Owners have the Right to:

1. Attend and participate in board and committee meetings except for meetings between the board or a committee and the association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice or board meetings at which the board is discussing personnel matters.
2. Petition the association board to address an item of business at the next regular or special meeting of the board, if 20% of the voting interests petition the board.
3. Unit owners may record board, committee or unit owner meetings subject to reasonable restrictions.
4. Have exclusive ownership and possession of their condominium unit.
5. Membership in the association and full voting rights as provided in the declaration of condominium. However an association may also suspend the voting rights of a member due to nonpayment of any monetary obligation due the association which is more than 90 days delinquent. The suspension ends upon full payment of all obligations currently due or overdue the association.
6. Use the common elements and association property without paying a use fee unless provided for in the declaration of condominium, approved by a majority vote of the association, or unless the charges relate to expenses incurred by an owner having exclusive use of the common element or association property.
7. Use the condominium's common elements, common areas and recreation facilities together with their invited guests, in accordance with the condominium documents and properly adopted rules and regulations of the association. However, the association may suspend the right of a unit owner or a unit owner's occupant, licensee, or invitee to use common elements, common facilities or any other association property for a document or rule violation or when being more than 90 days delinquent in the payment of any monetary obligation due the association. This does not apply to limited common elements intended to be used only by that unit, common elements that must be used to access the unit, utility services provided to the unit, parking spaces or elevators.
8. The association may suspend for a reasonable period of time, the right of a unit owner or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other association property for failure to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association.
9. If a unit owner is delinquent for more than 90 days in paying any monetary obligation due to the association, the association may suspend the right of a unit owner or a unit owner's occupant, licensee, or invitee to use common elements, common facilities or any other association property until the monetary obligation is paid. This does not apply to limited common elements intended to be used only by that unit, common elements that must be used to access the unit, utility services provided to the unit, parking spaces or elevators.

10. If a unit owner is delinquent more than $1000 and more than 90 days delinquent in paying any monetary obligation due to the association, the association may suspend the right to vote.
11. Inspect the association's official records subject to the reasonable rules adopted by the association. Unit owners may make or obtain copies at the reasonable expense, if any, of the unit owner.
12. Attend and participate in unit owner meetings.
13. Vote on issues presented for a unit owner vote and elections. Bring any concerns or problems to the board of directors' attention.
14. Apply to the circuit court of the county in which the condominium is located for a receiver if the association fails to fill vacancies on the board sufficient to constitute a quorum.
15. Participate in the voluntary mediation or mandatory, non-binding arbitration processes to resolve certain disputes.
16. Vote to cancel any grant or reservation made by a declaration, lease, or other document, and any contract made by an association prior to turnover of control to the unit owners other than the developer.
17. Bring action for damages or injunctive relief or both against the association, another unit owner, a tenant or invitee.

Elections, Voting

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

Association Budget

1. Unit owners may vote for an alternate budget if the developer controls the board and the adopted budget provides for assessments in excess of 115 percent of assessments for the prior fiscal year.
2. Unit owners may petition the board for a special meeting of the owners to consider an alternate budget if a unit owner controlled board adopts a budget providing for assessments in excess of 115 percent of the previous year's assessments. Upon written application by 10 percent of the voting interests received within 21 days following the adoption of the budget the board shall call the special meeting of the association.

You should refer to the specific statutory section or rule for each cited provision. You may visit **www.MyFloridaLicense.com/condo** or contact the Division at the address on this brochure to obtain a digital copy of the statute or the administrative rules and for more information, publication and resources provided by the Division of Condominiums, Timeshares, and Mobile Home.