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Deputy Clerk CMASSEY
#1

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF
PORTS OF IONA CONDOMINIUM NO. 1
AND
BYLAWS OF
PORTS OF IONA CONDOMINIUM ASSOCIATION, INC.**

THE UNDERSIGNED, being duly elected and acting President and Secretary, respectively, of **PORTS OF IONA CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation, do hereby certify that the resolution set forth below was approved, evidenced by a written statement or ballot, manifesting their intention that such amendment be adopted. The resolution was approved and adopted by the votes indicated for the purpose of Amending and Restating the Declaration of Condominium of Ports of Iona Condominium No. 1 and the Bylaws of Ports of Iona Condominium Association, Inc., as originally recorded in Official Records Book 1710, Pages 367 *et seq.*, and as may have been subsequently amended, in the Public Records of Lee County, Florida.

1. The following resolutions were approved by at least sixty-seven (67%) percent of the entire voting interests of the Association, at a duly called meeting of the membership:

RESOLVED: That the Declaration of Condominium of Ports of Iona Condominium No. 1 be and is hereby amended, and the Amended and Restated Declaration of Condominium of Ports of Iona Condominium No. 1 is adopted in the form attached hereto as Exhibit "1."

RESOLVED: That the Bylaws of Ports of Iona Condominium Association, Inc. be and is hereby amended, and the Amended and Restated Bylaws of Ports of Iona Condominium Association, Inc. is adopted in the form attached hereto as Exhibit "2".

RESOLVED: That the officers and directors are hereby instructed and authorized to execute the aforementioned document and cause it to be filed of Public Record, together with a Certificate of Amendment.

Dated this 21st day of APRIL, 2011.

**PORTS OF IONA CONDOMINIUM
ASSOCIATION, INC.**

WITNESS #1:

Grace J. Murray
GRACE J. MURRAY
Printed Name of Witness

By:

Print Name:

Title: President

Donald E. Noble
Donald E. Noble

WITNESS #2:

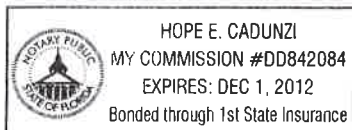
Paul A. Hannon
PAUL A. HANNON
Printed Name of Witness

STATE OF FLORIDA)

COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 21 day of April, 2011,
by DON NOBLE, as President of PORTS OF IONA CONDOMINIUM
ASSOCIATION, INC., a non-profit Florida corporation, on behalf of the corporation. He/She is
personally known to me or has produced _____, as identification and did
not take an oath.

(SEAL)



Notary Public

Printed Name of Notary

Hope E. Cadunzi
HOPE E CADUNZI

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
PORTS OF IONA CONDOMINIUM NO. 1**

Table of Contents:

1.	Confirmation of Prior Statement of Condominium Submission	1
2.	Definitions.	1
3.	Description of Improvements; Survey and Plans	3
3.1	Survey and Plot Plans	3
3.2	Unit Boundaries	3
4.	Condominium Parcels; Appurtenances and Use.	4
4.1	Shares of Ownership	4
4.2	Appurtenances to Each Unit	4
4.3	Use and Possession	4
5.	Common Elements; Easements.	5
5.1	Definition.	5
5.2	Easements	6
5.3	Restraint upon Separation and Partition	6
6.	Limited Common Elements	7
6.1	Description of Limited Common Elements	7
6.2	Exclusive Use	7
7.	Association	7
7.1	Delegation of Management	7
7.2	Membership	8
7.3	Acts of the Association	8
7.4	Powers and Duties	8
7.5	Official Records	8
7.6	Purchase of Units	8
7.7	Acquisition of Property	9
7.8	Disposition of Property	9
7.9	Roster	9
7.10	Fees for Use of Common Elements	9
7.11	Limitation upon Liability of Association	9
8.	Assessments and Liens	10
8.1	Common Expenses	11
8.2	Share of Common Expenses	11
8.3	Ownership	11
8.4	Who Is Liable for Assessments	11
8.5	No Waiver or Excuse from Payment	11
8.6	Application of Payments; Failure to Pay; Interest	11
8.7	Acceleration	12
8.8	Liens	12
8.9	Priority of Lien	12
8.10	Foreclosure of Lien	12

8.11	Certificate as to Assessments	12
8.12	Collateral Assignment of Rents	12
8.13	Suspension of Rights	13
9.	Maintenance; Limitations upon Alterations and Improvements	13
9.1	Association Maintenance	13
9.2	Unit Owner Maintenance	14
9.3	Additional Unit Owner Obligations	14
9.4	Balconies, Patios and Lanais	16
9.5	Appliance Maintenance Contracts	16
9.6	Unit Floor Coverings	17
9.7.	Alterations by Unit Owners	17
9.8	Additional Unit Owner Responsibility for Alterations and Additions	17
9.9	Combination of Units	18
9.10	Alterations by Association	18
9.11	Enforcement of Maintenance.	19
9.12	Negligence. Damage Caused by Condition of Unit	19
9.13	Association Access to Units	19
9.14	Pest Control	19
9.15	Hurricane Shutters	20
10.	Use Restrictions	20
10.1	Units	20
10.2	Pets	20
10.3	Nuisances	21
10.4	Signs	21
10.5	Motor Vehicles; Parking	21
10.6	Outdoor Cooking and Barbequing	23
10.7	Flags	23
10.8.	Guest Occupancy	23
11.	Sales or Leasing of Units	24
11.1	Procedures	24
11.2	Term of Lease and Frequency of Leasing	25
11.3	Occupancy During Lease Term	25
11.4	Use of Common Elements and Common Areas	25
11.5	Regulation by Association	25
12.	Insurance	27
12.1	By the Unit Owner	27
12.2	Association Insurance; Duty and Authority to Obtain	27
12.3	Required Coverage	27
12.4	Hazard Insurance	28
12.5	Optional Coverage	29
12.6	Description of Coverage	29
12.7	Waiver of Subrogation	29
12.8	Insurance Proceeds	29
12.9	Common Expenses	30
12.10	Association as Agent	31
13.	Repair or Reconstruction after Casualty	31
13.1	Damage to Units	31
13.2	Damage to Common Elements - less than "Very Substantial"	31

13.3	"Very Substantial" Damage	31
13.4	Application of Insurance Proceeds	33
13.5	Equitable Relief	33
13.6	Plans and Specifications	33
13.7	Additional Board Authority	34
14.	Condemnation	34
14.1	Deposit of Awards with Association	34
14.2	Determination Whether to Continue Condominium	34
14.3	Disbursement of Funds	34
14.4	Association as Agent	34
14.5	Units Reduced but Habitable	34
14.6	Unit Made Not Habitable	35
14.7	Taking of Common Elements	35
14.8	Amendment of Declaration	35
15.	Termination	36
15.1	Methods of Termination	36
15.2	Procedures for Termination and Sale	37
15.3	Amendment.	37
16.	Obligations of Owners	37
16.1	Duty to Comply Right to Sue	37
16.2	Waiver of Rights	37
16.3	Attorney Fees	37
16.4	No Election of Remedies	38
17.	Rights of Mortgagees	38
17.1	Approvals	38
17.2	Notice of Casualty or Condemnation	38
17.3	Mortgage Foreclosure	38
17.4	Redemption	38
17.5	Right to Inspect Books	38
17.6	Financial Statement	39
18.	Amendment of Declaration	39
18.1	Proposal	39
18.2	Procedure	39
18.3	Vote Required	39
18.4	Certificate; Recording	39
19.	Miscellaneous	39
19.1	Severability	39
19.2	Applicable Statutes	39
19.3	Conflicts	39
19.4	Interpretation	39
19.5	Headings and Capitalization	40
19.6	Agreement With Master Association	40
19.7	Fresh Water Dock Spaces	40
19.8	Cross Use Easements	40

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**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
PORTS OF IONA CONDOMINIUMS NO. 1**

(SUBSTANTIAL REWORDING OF DECLARATION AND BYLAWS. PLEASE SEE ORIGINAL DECLARATION AS RECORDED IN OFFICIAL RECORDS BOOK 1710, PAGES 367-416; AS LATER AMENDED IN OFFICIAL RECORDS BOOK 1720, PAGE 3777; AS LATER AMENDED IN OFFICIAL RECORDS BOOK 2133, PAGES 152-153; AS LATER AMENDED IN OFFICIAL RECORDS BOOK 3017, PAGES 1-5; AS LATER AMENDED IN OFFICIAL RECORDS BOOK 3813, PAGES 1773-1776; IN THE PUBLIC RECORDS FOR LEE COUNTY, FLORIDA.)

The Association, as representatives of the members in *Ports of Iona Condominiums No. 1*, pursuant to the amendment powers contained in the Articles of Incorporation, the By-Laws and Florida Statutes, after proper notice and discussion, and after recommendation and approval, file this Amended and Restated Declaration of Condominium and Bylaws.

1. **CONFIRMATION OF PRIOR STATEMENT OF CONDOMINIUM SUBMISSION:** The owners of units of *Ports of Iona Condominiums No. 1*, do hereby confirm the statements of Condominium as reflected in the Public Records of Lee County, Florida as follows: Statement of Condominium Submission, Official Record Book 1710 at Pages 367-416 et seq., in the Public Records of Lee County, Florida.

The legal description is shown on Exhibit "A".

2. **DEFINITIONS.** The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes, unless the context otherwise requires.

2.1 **"Member"** means the record owner(s) of legal title to a unit.

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

2.3 "**Association**" means ***Ports of Iona Condominium Association, Inc.***, a Florida corporation not for profit, the entity responsible for the operation of this Condominium.

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

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

2.6 "**County**" All references in the governing documents to "a County" or "the County" or to a specific Florida County are intended to refer to Lee County, Florida, and shall be construed to do so.

2.7 "**Electronic Transmission**" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmissions of images, and text that is sent via electronic mail between computers.

2.8 "**Family**" or "**Single Family**" means any one of the following:

(A) One natural person; or

(B) Two or more natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage or adoption to each of the others; or

(C) Not more than two (2) persons not so related who customarily reside together as a single housekeeping unit.

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

2.10 "**Guest**" means any person (other than the unit owner and his family) who is physically present in, or occupies any unit on a temporary basis at the invitation of the unit owner or other permitted occupant, without the payment of consideration.

2.11 "**Institutional Mortgagee**" means the mortgagee (or its assignee) of a mortgage encumbering a condominium parcel, which mortgagee is a bank, savings and loan association, mortgage company,

insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any other institutional lender providing financing of acquisition, development or construction, or any agency of the United States of America. The term also refers to any holder of a mortgage against a condominium parcel, which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America or by any other public or private corporation engaged in the business of purchasing, guaranteeing or insuring residential mortgage loans, and their successors and assigns.

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

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

2.14 "**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. "**Occupy**" means the act of staying overnight in a unit.

2.15 "**Rules and Regulations**" means the rules and regulations promulgated by the Board of Directors concerning the use of the common elements and the operation of the Association.

2.16 "**Voting Interests**" refers to the arrangement established in the condominium documents by which the owners of each unit are entitled to one vote in Association matters. The total number of units is twenty-six (26).

3. DESCRIPTION OF IMPROVEMENTS; SURVEY AND PLANS.

3.1 **Survey and Plot Plans.** Attached to the original Declaration as Exhibit "B", and as originally recorded in Official Records Book 1710 at Pages 402 and recorded in Condominium Plat Book 8, Pages 299-304, inclusive in the Public Records of Lee County, Florida, and incorporated by reference herein as Exhibit "3" to this Amended and Restated Declaration, is a survey of the Land and plot plans, which graphically describe the improvements in which units are located, and which show all the units, including their identification numbers, locations and approximate dimensions and the common elements and limited common elements. Together with this Declaration, the exhibit is in sufficient detail to identify each unit, the common elements and limited common elements, and their relative locations and dimensions.

3.2 **Unit Boundaries.** Each shall include that part of the Building containing the unit that lies within the boundaries of the Unit, which boundaries are as follows:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:

(i) Upper boundaries. The underside of the finished undecorated ceilings of the unit.

(ii) Lower boundaries. The upperside of the finished undecorated surface of the floor.

(b) Perimetrical boundaries. The perimetrical boundaries of the unit shall be the interior surfaces of the perimeter walls of the unit as shown on the surveyors plans and the interior surfaces of the unit's windows and doors that abut the exterior of the building or common areas.

4. CONDOMINIUM PARCELS; APPURTENANCES AND USE.

4.1 Shares of Ownership. The Condominium contains twenty-six (26) units. The schedule of percentages of ownership in common elements appurtenant to each unit in this condominium is as follows: Each unit owner shall be liable for a 1/26th proportionate share of the common expenses.

4.2 Appurtenances to Each Unit. The owner of each unit has certain rights and owns a certain interest in the condominium property, including without limitation the following:

(A) An undivided ownership share in the Land and other common elements of the Condominium and the common surplus of the Association, as specifically set forth in Section 4.1 above.

(B) Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Articles of Incorporation and Bylaws of the Association.

(C) The exclusive right to use the limited common elements reserved for the unit, and the non-exclusive right to use the common elements.

(D) An exclusive easement for the use of the airspace occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically.

(E) Other appurtenances as may be provided by law or by this Declaration and its exhibits.

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

4.3 Use and Possession. A unit owner is entitled to exclusive use and possession of his unit. He is entitled to use the common elements and common areas in accordance with the purposes for which

they are intended, but no use may unreasonably interfere with the rights of other unit owners or other persons having rights to use the condominium property. No unit may be divided or any fractional portion sold, leased or otherwise transferred. The use of the units, common elements, and limited common elements shall be governed by the condominium documents and by the rules and regulations adopted by the Association, through its Board of Directors, as set forth in the Bylaws. Use of the units is restricted to single family residential purposes only. A unit may be owned in a trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided for other transfers of title. Units owned in the name of a corporation, limited liability company, partnership or trust shall be treated as co-owned. Co-ownership of units is permitted. However, if the co-owners are other than husband and wife, the co-owners shall designate one (1) of the co-owners as the "primary occupant." The use of the unit by other co-owners shall be as though the primary occupant were the only actual owner. Those co-owner(s) whom have not been designated as the primary occupant shall be treated as guests of the primary occupant. Both the initial approval and the continued approval of a trustee, corporation, or other entity as an owner, shall be conditioned upon designation of one (1) natural person to be the "primary occupant", and the use of the unit by other persons shall be as though the primary occupant were the only actual owner. Those co-owner(s) whom have not been designated as the primary occupant shall be treated as guests of the primary occupant. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift. No more than one (1) such change shall be approved in any twelve (12) month period. The intent of this provision is to allow flexibility in estate, financial or tax planning and not to create circumstances in which the unit may be used as short term accommodations for several families or individuals.

5. COMMON ELEMENTS; EASEMENTS.

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

(A) The Land.

(B) All portions of the buildings, recreational amenities and other improvements on the Land not included within the units, including limited common elements.

(C) Easements through units for conduits, ducts, plumbing, wiring, and other facilities for furnishing utility services to units and the common elements.

(D) An easement of support in every portion of the condominium property that contributes to the support of a building or structure.

(E) The property and installations required for furnishing utilities and other services to more than one unit or to the common elements.

5.2 **Easements.** Each of the following easements and easement rights is reserved through the condominium property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium.

None of the easements specified in this Section may be encumbered by any leasehold or lien other than those on the condominium parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of unit owners with respect to such easements.

(A) **Utility and other Easements.** The Association has the power, without the joinder of any unit owner, to grant easements such as electric, gas, cable television, or other utility or service easements, or relocate any existing easements, in any portion of the common elements, and to grant access easements or relocate any existing access easements in any portion of the common elements, as the Association shall deem necessary or desirable for the proper Operation and maintenance of the Condominium. This power also includes a limited power to convey easements, as provided for in Chapter 73, Florida Statutes. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the units. The Association may also transfer title to utility-related equipment, facilities or material, and take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

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

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

5.3 **Restraint Upon Separation and Partition.** The undivided share of ownership in the common elements and common surplus appurtenant to a unit cannot be conveyed or encumbered separately from the unit and passes with the title to the unit, whether separately described or not. No owner may maintain an action for partition of the common elements. A unit owner's interest in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his unit.

6. LIMITED COMMON ELEMENTS.

6.1 **Description of Limited Common Elements.** Certain common elements have been or may be designated as limited common elements, reserved for the use of a particular unit or units, to the exclusion of the other units. The limited common elements and the units to which their use has been assigned are as described in this Declaration and as further identified on the original survey and plot plan.

(A) **Balconies, Terraces and Patios, etc.** Any balcony, garden area, storage locker, garage or other facility (enclosed, screened, fenced or open) patio or terrace as to which direct or exclusive access shall be afforded to any particular unit shall be a limited common element of such unit.

(B) **Miscellaneous Areas Equipment.** Any area in which equipment or fixtures (including air conditioning compressors) is located, which equipment or fixtures including but not limited to mail boxes and posts, are for the exclusive use of any particular unit or units, shall be Limited Common Elements of such units.

(C) **Assigned Parking Space.** Any parking space assigned to a particular unit by the original developer or the association.

6.2 **Exclusive Use.** The exclusive right to use a limited common element is an appurtenance to the unit or units to which it is designated or assigned. The use right passes with the unit, whether separately described or not, and cannot be separated from it, unless otherwise provided herein. Notwithstanding the foregoing, the Board has the right to permit owners of a particular unit to which a limited common element parking space or storage locker is assigned, to assign to another unit or exchange with another unit the use rights in and to a particular parking space or storage locker. The Board has the right to require that all terms and conditions for all assignments or exchanges of those use rights be acceptable to the Board in its sole discretion, that the terms of the assignment or exchange be reduced to writing in a form acceptable to the Board and to the extent that the Board so requires be recorded in the Public Records of Lee County, Florida at the sole expense of the parties.

7. **ASSOCIATION.** The operation of the Condominium is by Ports of Iona Condominium Association, Inc., a Florida corporation not for profit, which shall perform its functions pursuant to the following:

7.1 **Delegation of Management.** The Board of Directors may contract for the management and maintenance of the condominium property and authorize a manager or management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules, and maintenance and repair of the common elements with funds made available by the Association for

such purposes. Any Management Company shall be engaged by written contract. The Association and its Directors and officers shall, however, retain at all times the powers and duties provided in the Condominium Act.

7.2 **Membership.** The members of the Association are the owners of record legal title to the units, as further provided in the Bylaws.

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

7.4 **Powers and Duties.** The powers and duties of the Association include those set forth in the Condominium Act and in the condominium documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the condominium property and association property. The Association has the power to enter into agreements to acquire leaseholds, memberships and other possessory or use interests in lands or facilities contiguous to the lands of the Condominium, for the use and enjoyment of the unit owners. The Association has the power to issue orders and to take action not inconsistent with this Declaration to protect the health, safety, and welfare of the Association's owners and guests.

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

The Association shall not be required to provide a prospective purchaser or lienholder with information about the condominium or the Association other than information or documents required by law to be made available or disclosed.

Notwithstanding the foregoing, the Association shall be entitled to charge a reasonable fee to the prospective purchaser, lienholder, or member for its time in providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, provided that such fee does not exceed \$150.00 plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with its response.

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

7.7 Acquisition of Property. The Association has the power to acquire property, real or personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as provided in 7.6 above, the power to acquire interests in real property may be exercised by the Board of Directors, but only after approval by at least a majority of the voting interests.

7.8 Disposition of Property. Any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold, or otherwise encumbered or disposed of by the Board of Directors, without the prior authorization of at least a majority of the voting interests present, in person or by proxy.

7.9 Roster. The Association shall maintain a current roster of names and mailing addresses of unit owners. A copy of the roster shall be made available to any member upon request.

Additionally, the Association shall maintain the electronic mailing addresses and the numbers designated by members for receiving notice by electronic transmission of those members consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by members to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. The Association, however, is not liable for an erroneous disclosure of the electronic mailing address or the number for receiving electronic transmission of notices.

7.10 Fees for Use of Common Elements. Pursuant to Florida Statute §718.111(4) (2004), as amended from time to time, 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.

7.11 Limitation Upon Liability of Association. Notwithstanding the duty to maintain and repair parts of the Condominium Property, the Association is not liable to unit owners for injury or damage, other than for the cost of maintenance and repair caused by any latent 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 if whether or not the same shall have been approved by the Association pursuant to the provisions hereof.

NOTWITHSTANDING ANYTHING CONTAINED HERE OR IN THE CONDOMINIUM DOCUMENTS OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION, THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM PROPERTY, INCLUDING WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR

SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(A) 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

(B) 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 OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(C) 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 THE ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

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

8. **ASSESSMENTS AND LIENS.** The Association has the power to levy and collect assessments against each unit and unit owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association, including regular assessments for each unit's share of the common expenses as set forth in the annual budget, and special assessments for unusual, non-recurring or unbudgeted common expenses. The Association may also levy special charges against any individual unit for any amounts other than common expenses which are properly chargeable against such unit under this Declaration or the Bylaws. Assessments shall be levied and payment enforced as provided in Section 5 of the Bylaws and as follows:

8.1 **Common Expenses.** Common expenses include all expenses of the operation, maintenance, repair, replacement and protection of the common elements and association property, the expenses of operating the Association and any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted to fund reserve accounts. The cost of water and sewer service to the units may be a common expense, unless the water and/or sewer service is separately metered, then it shall be borne by the individual owners and shall not be considered a common expense as set forth herein. If the Board of Directors enters into a contract for pest control or cable television services in bulk for all units, the cost of such services shall be a common expense.

8.2 **Share of Common Expenses.** The owner of each unit shall be liable for a share of the common expenses of the Association equal to his share of ownership of the common elements and the common surplus.

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

8.4 **Who is Liable for Assessments.** The owner of each unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the owner. Multiple owners are jointly and severally liable. Except as provided in Section 17.3 below, whenever title to a condominium parcel is transferred for any reason, the transferee is jointly and severally liable with the transferor for all monies owed by the transferor, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

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

8.6 **Application of Payments; Failure to Pay; Interest.** Assessments and installments thereon paid on or before ten (10) days after the due date shall not bear interest, but all sums not paid by the tenth (10th) day shall bear interest at the highest rate allowed by law, until paid. Assessments and installments thereon shall become due, and the unit owner shall become liable for the assessments or installments, on the date established in the Bylaws or otherwise set by the Association for payment. The Association may impose a late payment fee, in addition to interest, as allowed by law. All payments on account shall be applied first to interest, then to late payment fees and attorney's fees and costs, and finally to unpaid assessments as required by law. No payment by check is deemed received until the check has cleared.

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

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

8.9 **Priority of Lien.** Except as otherwise provided by law, the Association's lien for unpaid assessments shall be subordinate and inferior to the lien of any recorded first mortgage, unless the Association's Claim of Lien was recorded before the mortgage, but is superior to, and takes priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded. Any lease of a unit is subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed.

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

8.11 **Certificate As To Assessments.** Within fifteen (15) days after request by a unit owner, unit purchaser or mortgagee, the Association shall provide a certificate stating whether all assessments and other monies owed to the Association by the unit owner with respect to the condominium parcel have been paid. Any person other than the owner who relies upon such certificate shall be protected thereby. The Association may charge a reasonable fee for the preparation of the certificate.

8.12 **Collateral Assignment of Rents.** In the event a unit owner is in default in payment of assessments for common expenses, the Association shall have the authority to collect rents directly

from the unit owner's tenant. Such rental payments shall be collected in accordance with the procedures established by the Board of Directors and applied in accordance with this Article 8 of this Declaration. Furthermore, 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, interest, costs, collection expenses, attorney's fees and receiver's fees, if applicable are satisfied. 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.

8.13 Suspension of rights. If a unit owner is delinquent for more than 90 days in paying a monetary obligation due to the Association, the Association may suspend the right of a 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. The Association may also suspend the voting rights of a member due to nonpayment of any monetary obligation to the Association which is more than 90 days delinquent for so long as the member remains delinquent.

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

9.1 Association Maintenance. The maintenance, repair and replacement of all common elements of Association property shall be performed by the Association and the cost is a common expense. The same shall include, but not be limited to exterior painting, roofing and maintaining portions of the condominium property exposed to the elements, but shall not include maintenance of screen frames or screening balcony enclosures. The Association's maintenance responsibility includes, without limitation, all electrical conduits located outside the unit, plumbing fixtures and installations located outside the unit, other installations located within a unit, but serving another unit or located outside the unit for the furnishing of utilities to more than one unit or the common elements. The Association shall be responsible for the maintenance and repair of the drywall constituting the common elements of the Condominium, including the interior surface of the exterior boundary walls, as well as the drywall ceiling of the unit. Decorations of such surfaces, including but not limited to paint, wallpapering, "popcorn" paneling, etc. are the responsibility of the unit owner. The Association's responsibility does not include interior electrical fixtures, switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within the unit and serving only that unit. If, in connection with the discharge of its maintenance responsibilities, the Association must remove, disassemble or destroy portions of the Condominium property, which the unit owner is required to maintain, repair and replace, the Association shall be responsible for reinstallation or replacement of that item, to its unfinished state (i.e., excluding floor coverings, wall coverings, ceiling coverings, paint, wallpaper, paneling, etc.), provided that such items are part of

the Condominium property as originally installed by the developer or replacements thereof of like kind and quality.

9.2 **Unit Owner Maintenance.** Each unit owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own unit except as provided elsewhere herein, whether ordinary or extraordinary including, without limitation: interior partitions, the finishes thereof, the structural framing related thereto (assuming non-load bearing), and all electrical or plumbing facilities located therein, which service only the individual unit; maintenance, repair and replacement of window, screen door or balcony screens (including hardware and framing); garage doors and garage door opening equipment, if any; windows and window glass, sliding glass and other glass partitions and the structural components thereof); screens; unit entry doors, except that the Association may paint entry doors when it is painting the entire buildings (but not at other times unless otherwise determined by the Association); all other doors and the structural components thereof (including locks and hardware) within or servicing the unit; the electrical, mechanical and plumbing fixtures and outlets (including connections) within a unit or serving only that unit including sinks, toilets, tubs, showers, shower pans, (including outside shower) and all related fixtures and installations; appliances; all portions of the heating and air conditioning equipment and utility installations in connection serving an individual unit (no matter where located); carpeting and other floor covering (including balcony areas); door and window hardware and locks; all other facilities or fixtures located or contained entirely within a unit which serve only that unit. All said areas, if located outside of the boundaries of the unit, are declared limited common elements. Any insurance proceeds paid to the Association with respect to any loss or damage within the unit or limited common elements which is covered by the Association's casualty insurance, and which loss would otherwise be borne by the unit owner, shall be paid to the unit owner, after the work has been completed and invoices have been submitted verifying the costs of repair.

No lanai floor surface may be carpeted. Lanai floor surfaces must be tiled and sealed with an appropriate water protective membrane which seals the tile and the grout from water intrusion.

9.3 **Additional Unit Owner Obligations.** In connection with the maintenance, repair and replacements obligations of the unit owner, the unit owner shall also have the responsibility to obtain the prior written approval of the Association, through the Board of Directors, before performing any maintenance, repair or replacement that requires any of the following:

- A. Changes or alterations to the physical appearance of the condominium property;
- B. Excavation;
- C. Access to building roofs
- D. Removal or modification of any interior partitions, walls or cabinets, whether load bearing or not;

- E. Relocation of plumbing or electrical lines or fixtures;
- F. The use of heavy or noisy equipment; and
- G. 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.

The Association may condition such approval on criteria as the Board of Directors deems reasonable, including but not limited to the following:

- A. Use of licensed and insured contractors;
- B. Right (but not the duty) of oversight by the Association or its agent;
- C. The Unit Owner submitting plans as to the scope of the contemplated repair;
- D. Restrictions as to hours of work;
- E. Imposition of time limits in which jobs must be completed and prohibitions against major renovations during certain times of year;
- F. Restrictions regarding equipment parked or stored on or near the Condominium property during construction;
- G. Restrictions regarding the transport and storage of materials and supplies necessary for the construction to be performed. Specifically, contractors engaged by owners must arrange for disposal of their trash and debris offsite and must not deposit it in the dumpster situated in the Condominium.

Unit owners may not engage in "extensive" remodeling work or "heavy" construction activity, except with prior approval of the Board of Directors, and then only during the months of April through December, inclusive. "Extensive" remodeling and "heavy" construction shall be as defined by the Board of Directors from time to time, and shall include, but not be limited to, activities involving the following:

- A. Activities involving the use of power equipment, such as jackhammers, drills, saws, and the like, which create substantial noise, as determined by the Board;
- B. 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;
- C. Activities rendering the unit uninhabitable during the performance of the work;

- D. Activities requiring the storage of materials or equipment on the premises outside of the unit;
- E. Activities involving the presence of work crews or significant numbers of workers, as determined by the board;
- F. 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 January, February and March, 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 for maintenance and repair of hurricane shutters.

The unit owners shall be responsible for any damage to condominium property caused by their contractor.

Nothing shall preclude the Association from acting as the owner's agent and obtaining the services of contractors to perform unit owner maintenance responsibilities, provided the Association and the Owner so agree and provided the owner is deemed to consent to reimbursement of expenses incurred, secured by such rights as exist for collecting common expenses under these condominium documents.

9.4 Balconies, Patios and Lanais. The unit owner who has the right to the exclusive use of a balcony or lanai shall be responsible for the maintenance, care and preservation of: balcony floor coverings (the Board may prohibit certain types of floor coverings or require the removal of existing coverings when necessary for the structural preservation of the building); the screens and frames; storm shutters and other enclosures; fixed and/or sliding glass doors and affiliated framing and hardware thereof; the wiring, electrical outlet(s) and fixtures(s) on or servicing the balcony; ceiling fans; and the replacement of light bulbs. Carpeting or any other moisture absorbent type floor coverings are not permitted on any lanai or balcony. The Association shall be responsible for structural maintenance, repair and replacement of balcony and lanai floors, ceilings and exterior portions and also the building walls enclosed by the balconies and lanais, provided that painting and regular maintenance (nonstructural) of building walls enclosed by said balconies and lanais shall be done by the unit owners, subject to the uniformity of appearance (i.e., color) and other criteria set forth in these condominium documents, or as determined by the Board. However, the Association may, if it elects, paint balcony or lanai walls and ceilings in connection with the painting of the building as either a common expense, or on a voluntary participation basis, as determined by the Board of Directors. Unit owners may not puncture (by nails, hooks, screws, or otherwise) balcony or lanai floors, walls, or ceilings, without obtaining the prior written approval of the Board of Directors.

9.5 Appliance Maintenance Contracts. If there shall become available to the Association a program of contract maintenance for kitchen appliances or water heaters within units and/or air-conditioning

compressors and/or air handlers serving individual units, which the Association determines is to the benefit of the owners to consider, then upon agreement by a majority of the voting interests present, in person or by proxy and voting, at a meeting called for the purpose, or upon agreement by a majority of the voting interests in writing, the Association may enter into such contractual undertakings. The costs of such contractual undertakings to the Association shall be common expenses. All maintenance, repairs and replacements not covered by the contracts shall be the responsibility of the unit owner.

9.6 Unit Floor Coverings. The unfinished floor surfaces of all except ground floor units (except foyers, bathrooms, kitchens, utility rooms, terraces or balconies) shall be covered with carpeting to reduce the transmission of noise from one unit to another, and uncarpeted floors shall be covered with cushion type vinyl or other similar resilient floor covering, provided, however, that if an owner prefers a hard surfaced flooring material such as wood or marble, it will be permitted, provided that it is underlain with a sound deadening material as specified by the Association's architect that will have the effect of reducing transmitted sounds in adjoining units to the same level as those from carpeted and resiliently floored units.

9.7. Alterations by Unit Owners. No owner may make or permit the making of any modifications or alterations to his unit, the common elements, or the limited common elements, or in any manner change the appearance of any portion of the condominium, or make any structural change within the unit interior 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. 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 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 Ports of Iona, the quality of the proposed alteration, 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 alteration or addition which is visible from the exterior of the premises, from any vantage, said addition or improvement must also be approved by the unit owners in the manner provided in Article 9.10 of the Declaration of Condominium. If any unit owner requests approval of an alteration or modification involving the removal or modification of any interior partition or wall, the Association may permit such removal if the removal would not materially affect or interfere with the utility services constituting common elements, if any, located therein or the structural integrity of the building.

9.8 Additional Unit Owner Responsibility for Alterations and Additions If a unit owner makes any modifications, installations, or additions to the interior or exterior of the unit, common elements, or limited common elements in accordance with Article 9.7 above, the unit owner (and his heirs, successors in title and assigns) shall be financially responsible for the insurance, maintenance, care, and preservation of the modifications, installations or additions and shall execute such documents as the Association may promulgate accepting said financial responsibility. Any modification, alteration, or addition to the condominium property made by a unit owner, whether or not duly

approved by the Board of Directors, may be required to be removed in connection with the Association's maintenance of the condominium property. In such cases, the unit owner who installs the alteration, addition, or improvement (and their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or re-installation of the item, with said obligation being secured by a right of lien of equal dignity to the common expense lien created by this Declaration, or alternatively, said owner may be required to remove and reinstall said additions, if so determined by the Board of Directors. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent.

9.9 **Combination of Units.** Two contiguous units may, subject to the prior written approval of the Board of Directors, be combined into a single living space. The Board may disapprove such requests, 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 engineers 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. 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 in accordance with all applicable laws, codes, and ordinances and in accordance with the original configuration of the units.

9.10 **Alterations by Association.** There shall be no material alterations or substantial additions to the common elements or association property, except as authorized by the Board of Directors. Provided, however, that if any such alteration or addition requires the expenditure of more than five percent of the Association's budget in a fiscal year, 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.

9.11 **Enforcement of Maintenance.** If, after reasonable notice, the owner of a unit fails to maintain the unit or other portions of the condominium property as required above, the Association shall have, without waiver of other remedies, the right to enter the owner's unit and perform or cause performance of the necessary work, and/or to 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.

9.12 **Negligence. Damage Caused by Condition of Unit.** Each unit owner shall be liable to the Association and/or other unit owners for the expenses of any maintenance, repair or replacement of the condominium property, made necessary by his act or negligence, or by that of any member of his family or his or their guests, employees, agents, or lessees. If any condition, defect or malfunction existing within a unit, if caused by the owner's negligence, shall cause damage to the common elements or to other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance (including the deductible). If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the unit(s) without prior notice to the owner(s) and take reasonable action to mitigate damage or prevent its spread, at the unit owner's expense. The Association may, but is not obligated to, repair the damage without the prior consent of the owner, in the event of an emergency, and the owner shall be responsible for reimbursement of the Association, with the cost being secured by a lien for charges. The Board of Directors may, by rule, also set standards for individual unit owner replacement responsibilities, as the Board determines reasonable. Without limitation, the Board may require the replacement of water valve types, and set standards for the manner and frequency of repair or replacement of washer hoses, ice maker lines, hot water tanks, toilets, and similar items which are prone to causing water leak problems in condominiums or for water conservation purposes.

9.13 **Association Access to Units.** The Association has an irrevocable right of access to the units for the purposes of protecting, maintaining, repairing and replacing the common elements or portions of a unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more units. Unit owners are responsible for furnishing keys or combinations to each unit and to each storage area to the Association's managing agent.

9.14 **Pest Control.** The Association may supply pest control services for the inside of each unit, with the cost thereof being part of the common expenses. An owner has the option to decline such service unless the Association determines that such service is necessary for the protection of the balance of the Condominium, in which event the owner thereof must either permit the Association's pest control company to enter his unit or must employ a licensed pest control company to enter his unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association.

Because the cost of pest control services provided by the Association is a common expense, the election of an owner not to use the service shall not reduce the owner's assessments.

9.15 **Hurricane Shutters.** The Board of Directors shall adopt and approve a model, style and color of hurricane shutter as a standard hurricane shutter for use in the Condominium. No hurricane shutter except of the standard model, color and style adopted and approved by the Board of Directors shall be used in or upon the Condominium. Architectural laminated glass may also be installed as approved by the Board.

10. **USE RESTRICTIONS.** The use of the units and the common elements shall be in accordance with the following provisions, as long as the Condominium exists:

10.1 **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. Such uses are expressly declared customarily incident to residential use. This Section 10.1 is, however, intended to prohibit commercial or business activity by a unit owner which would unreasonably disrupt the residential ambience 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 three (3) persons may permanently occupy a one (1) bedroom unit. No more than five (5) persons may permanently occupy a two (2) bedroom unit. No more than seven (7) persons may permanently occupy a three (3) bedroom 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 11 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.

10.2 **Pets.** No occupant may maintain more than one (1) pet, exclusive of a bird or tropical fish. Unit owners may maintain one (1) dog in their unit. The ability to keep pets is a privilege, not a right, and the Board of Directors may order and enforce the removal of any pet which becomes a reasonable source of annoyance to other residents. The owner is responsible for cleaning up after his pet. No pets of any kind are permitted in leased or rented units. No reptiles, rodents, poultry, amphibians, swine or livestock may be kept in the Condominium, but tropical fish or caged birds in

reasonable numbers are permitted. No fish tank may exceed a capacity of fifty five (55) gallons. No unit may have more than one (1) fish tank.

10.3 **Nuisances**. No owner shall use his unit, or permit it to be used, in any manner that is unreasonably disturbing, detrimental or a nuisance to the occupants of another unit, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. Unless for normal household use or for normal landscaping requirements, the storage of flammable, combustible, explosive fluids, gases, chemicals or substances, other than for bonafide life support systems, is not permitted anywhere on condominium property. The use of each unit shall be consistent with existing laws, the governing documents and the condominium documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

10.4 **Signs**. No person may post or display any signs, banners, and the like, anywhere outside the unit on the condominium property, including "For Sale," "For Rent," "Open House" and other similar signs. If any sign is erected in violation of this provision, the Association shall have the right to remove it.

10.5 **Motor Vehicles; Parking**. No motor vehicle (which by definition includes "motorcycles") shall be parked anywhere on the condominium property except in designated and assigned parking areas. No trucks, or vehicles which are primarily used for commercial purposes, other than service vehicles temporarily present on business, nor any trailers, may be parked on the condominium property. Trailers, boat trailers, 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 more than twelve (12) consecutive hours.

(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", and shall allow passenger "custom" and like vans (provided same are not "commercial" vehicles, as defined above) currently marketed under the following manufacturers name plates: Ford Freestyle, Chrysler Town & Country, Toyota Sienna, and all other vehicles of similar design and custom passenger vans. The term truck shall not include "Jeeps" 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 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 owner’s expense.

(I) A speed limit of ten (10) miles per hour applies through the condominium property. Unnecessary vehicle noises are to be avoided within the grounds.

(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.

10.6 **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.

10.7 **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.

10.8. **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 not permitted to bring a pet of any kind to the Condominium. 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 but 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.

(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 seven (7) persons (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 10.8(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 10.8(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.

11. SALES OR LEASING OF UNITS. All sales agreements or leases of units or rentals of units must be in writing. Ownership of more than one unit by a single entity is prohibited. A unit owner may sell, 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.

11.1 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 sale or 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.

11.2 **Term of Lease and Frequency of Leasing.** The minimum lease or rental term is thirty (30) days or one (1) month whichever is greater. No unit may be leased more than four (4) times in a calendar year. No unit owner is permitted to rent or lease their unit unless the unit owner is in compliance with all the governing documents of the Association including but not limited to current payment of all maintenance fees, assessments or other sums due and owing to the Association. In addition, if the unit owner ever becomes delinquent in the payment of these sums during the pendency of any lease or rental, the unit owners privilege to lease shall cease and the Association shall be entitled to treat the lease or rental null and void and take any further action it deems advisable to terminate the lease and the possession by the tenant. Only furnished units shall be available for leases of less than one (1) year. The Board is empowered to make an exception to the minimum lease or rental term, but only in the case of a hardship 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.

11.3 **Occupancy During Lease Term.** No one but the lessee or tenant and his family within the first degree of relationship by blood, adoption or marriage may occupy the unit. No pets are permitted.

11.4 **Use of Common Elements and Common Areas.** To prevent overtaxing the facilities, a unit owner whose unit is leased or rented may not use the recreation facilities during the lease term.

11.5 **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 sales and leases which authority may be delegated to a committee of unit owners. 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 transfers 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, the unit 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 buyer nor shall it assume any responsibility for the denial of a sale 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 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.

(7) The amount of acquisition financing exceeds eighty percent (80%) of the purchase price.

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

12.1 **By the Unit Owner.** Each unit owner is responsible for insuring his own unit, and the personal property therein; all floor, wall and ceiling coverings; all built-in cabinets, appliances, water heaters, and electrical fixtures that are located within the unit and service only such unit, and which are required to be repaired or replaced by the owner as well as any other items enumerated by the Florida Condominium Act as the insurance responsibilities of the unit owner; and all alterations, additions and improvements made to the unit or the common elements by the owner or his predecessors in title. Each unit owner must carry insurance or recognize that he bears financial responsibility for any damage to his property or liability to others that would otherwise be covered by such insurance.

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

12.3 **Required Coverage.** The Association shall maintain adequate insurance covering the buildings and other improvements on the condominium property that the Association is required to insure, as well as all association property, in such amounts, and with such deductibles, as is determined annually by the Board of Directors to be reasonable in the exercise of its good business judgment, such insurance to afford at least the following protection:

(A) **Property.** Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "all risk" property contract.

(B) **Liability.** Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

(C) Automobile. Automobile liability for bodily injury and property damage for owned and non-owned motor vehicles, in such limits of protection and with such coverage as may be determined by the Board of Directors.

(D) Statutory Fidelity Bond. The Association shall require all persons disbursing or controlling Association funds to be properly bonded and to procure and maintain an insurance policy or bond that covers the maximum funds that will be in the custody of the Association or its management agent at one time.

12.4 **Property Insurance**. Every property insurance policy issued or renewed on or after July 1, 2010, to protect the condominium shall provide full insurable value, replacement cost or similar coverage and shall be based upon the replacement cost of the property to be insured as determined by an independent insurance appraisal or update of a prior insurance appraisal determined at least once every thirty-six (36) months and primary coverage for:

(A) all portions of the condominium property located outside the units;

(B) the condominium property located inside the units as such property was initially installed, or replacements thereof of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time the unit was initially conveyed; and

(C) all portions of the condominium property as originally installed or replacements of like kind and quality in accordance with the original plans and specifications and all alterations or additions to the condominium or association property pursuant to Florida Statutes Section 718.113(2).

Anything to the contrary notwithstanding, the terms "condominium property," "building," "improvements," "insurable improvements," "common elements," "association property," or any other term found in the declaration of condominium which defines the scope of property or casualty insurance that a condominium association must obtain shall exclude all personal property within units or limited common elements, and all floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware and similar window treatment components, or replacements of any of the foregoing.

The Florida Condominium Act requires that every property insurance policy issued or renewed on or after January 1, 2009, to an individual unit owner shall provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property. Each insurance policy issued to an individual unit owner providing such coverage shall be without rights of subrogation against the Association and shall include special assessment coverage of not less than \$2,000 per occurrence. All real or personal property located within the boundaries of the unit owner's

unit which is excluded from the coverage provided by the Association and all improvements or additions to the common element property that will benefit the individual unit owner as set forth above shall be insured by the individual unit owner.

12.5 **Optional Coverage.** The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and unit owners. Some of the more common options include:

- (A) Flood insurance.
- (B) Broad Form Comprehensive General Liability Endorsement.
- (C) Directors and Officers Liability.
- (D) Medical Payments.
- (E) Leakage, seepage and wind-driven rain.
- (F) Endorsement for loss by operation of local ordinance.

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

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

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

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

(B) Units. Proceeds received on account of damage within the units shall be held in prorated shares, based on the amount of damage within each damaged unit as a percentage of the total damage within all units.

(C) Mortgagee. If a mortgagee endorsement has been issued as to a unit, the shares of the mortgagee and the unit owner shall be as their interests appear. No mortgagee shall have the right to require application of insurance proceeds to any mortgage it may hold against a unit, unless insurance proceeds on account of damage to that unit are not used for repairs, or the proceeds exceed the actual cost of repairs or reconstruction. Except as otherwise expressly provided, no mortgagee shall have the right to participate in determining whether improvements will be repaired or reconstructed after casualty.

(D) Deductibles. The policies may provide for reasonable deductibles. In the case of property insurance, the deductible shall be paid by the party who would be liable for the loss or responsible for repairs in the absence of insurance. If multiple parties would be responsible, the deductible shall be allocated among them in proportion to the amount each party's loss bears to the total.

12.9 Common Expenses. Any portion of the condominium property required to be insured by the Association against property loss pursuant to Florida Statutes Section 718.111(11)(f) which is damaged by casualty shall be reconstructed, repaired or replaced as necessary by the Association as a common expense. All property insurance deductibles, uninsured losses and other damages in excess of property insurance coverage under the property insurance policies maintained by the Association are a common expense of the condominium except that:

- (A) A unit owner is responsible for the costs of repair or replacement of any portion of the condominium property not paid by insurance proceeds, if such damage is caused by intentional conduct, negligence or failure to comply with the terms of the Association's Declaration or the Rules and Regulations by a unit owner, the members of his/her family, unit occupants, tenants, guests or invitees, without compromise of the subrogation of rights of any insurer as set forth in Florida Statutes Section 718.111(11)(g).
- (B) The provisions of Section 12.9(A) above regarding the financial responsibility of a unit owner for the costs of repairing or replacing other portions of the condominium property also apply to the costs of repair or replacement of personal property of other unit owners or the Association, as well as other property, whether real or personal, which the unit owners are required to insure under Florida Statutes Section 718.111(11)(g).
- (C) To the extent the cost of repair or reconstruction for which the unit owner is responsible under this Section is reimbursed to the Association by insurance proceeds, and, to the

extent the Association has collected the cost of such repair or reconstruction from the unit owner, the Association shall reimburse the unit owner without the waiver of any rights of subrogation.

- (D) The Association is not obligated to pay for repair or reconstruction or repairs of property losses as common expenses if the property losses were known or should have been known to a unit owner and were not reported to the Association until after the insurance claim of the Association for that casualty was settled or resolved with finality, or denied on the basis that it was untimely filed.

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

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

13.1 **Damage to Units.** Where loss or damage occurs within one or more units, any Association insurance proceeds on account of the loss or damage shall be distributed to the owner(s) of the damaged unit(s) in shares as provided in Section 12.8 above. The owner(s) of the damaged unit(s) shall be responsible for reconstruction and repair, and no other person, including the Association, is liable for the cost thereof in the absence of legal fault.

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

(A) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.

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

13.3 **"Very Substantial" Damage.** As used in this Declaration, the term "very substantial" damage shall mean loss or damage caused by a common occurrence whereby at least three-fourths (3/4ths) of

the total units cannot reasonably be rendered habitable within sixty (60) days. Should such "very substantial" damage occur:

(A) The Board of Directors and the officers, or any of them, are authorized, regardless of any other provision of this Declaration, to take such action as may reasonably appear to be necessary under emergency conditions, as further provided in Section 3.16 of the Bylaws. This authority includes actions to protect life and property, to evacuate or shore-up structures and salvage property, to engage security to protect against looting or other criminal acts, and to alter the condominium property or association property as might be reasonable under the circumstances to protect the condominium property or association property from further damage or deterioration. This authority includes the authority to expend any and all available association funds, including reserves.

(B) The Board of Directors shall endeavor to obtain comprehensive, detailed estimates of the cost of repair and restoration.

(C) A meeting of the members shall be held not later than sixty (60) days after the Board has obtained the estimates, to determine the opinion of the membership with reference to rebuilding or termination of the Condominium, subject to the following:

(1) If the insurance proceeds, reserves and other association funds available for the restoration and repairs that are the Association's responsibility are sufficient to cover the estimated cost thereof so that it is reasonably anticipated that the repairs and reconstruction can be accomplished without levying a special assessment that exceeds fifteen percent (15%) of the total annual budget for the condominium in the year in which the casualty occurred, the Condominium shall be repaired and reconstructed unless at least two-thirds (2/3rds) of the total voting interests of the Condominium vote for termination, in which case the Condominium shall be terminated.

(2) If upon the advice of legal counsel and construction experts, it appears unlikely that the then applicable zoning or other regulatory laws will allow reconstruction of the same number and general types of units; or if the insurance proceeds, reserves and other association funds available for restoration and repair are not sufficient to cover the estimated cost thereof, and it is reasonably anticipated that the repairs and reconstruction can be accomplished only by levying special assessments exceeding fifteen percent (15%) of the total annual budget for the Condominium in the year in which the casualty occurred, the Condominium shall be terminated, and the property removed from the provisions of the Condominium Act, unless at least two-thirds (2/3rds) of the total voting interests of the Condominium vote against termination. If the requisite number of unit owners vote against termination, the Board of Directors shall levy such assessments as are necessary, and shall proceed with the necessary

repairs and restoration. The proceeds from the special assessments shall be added to the funds available for repair and reconstruction.

(D) If any dispute shall arise as to whether "very substantial" damage has occurred, or as to the amount of special assessments required, a determination by at least two-thirds (2/3rds) of the Directors shall be conclusive, and shall be binding upon all persons.

13.4 **Application of Insurance Proceeds.** It shall always be presumed that monies disbursed for repair and reconstruction come first from insurance proceeds; if there is an excess of insurance proceeds left in the funds held by the Association after the payment of all costs of repair, and reconstruction, such balance shall be distributed to the unit owners, except as otherwise provided in Section 12.7(C) above.

13.5 **Equitable Relief.** In the event of damage to the common elements which renders any unit uninhabitable, if repairs and reconstruction are not begun and completed within a reasonable period of time, the owner of the uninhabitable unit may petition a court for equitable relief, which may include termination of the Condominium and partition of the former condominium property. For purposes of this provision, it shall be conclusively presumed that repair and reconstruction has begun and been completed within a reasonable period of time if substantial work is commenced within six (6) months following the damage or destruction, and is completed within eighteen (18) months thereafter.

13.6 **Plans and Specifications.** Any repairs or reconstruction must be substantially in accordance with the plans and specifications for the original buildings, or according to different plans and specifications approved by the Board of Directors, by the owners of at least three-fourths (3/4ths) of the units and by the Primary Institutional Mortgagee, if any. Such approvals may not be unreasonably withheld. However, no change in plans and specifications shall materially reduce the interior floor space of any unit without the consent of the unit owner and his institutional mortgagee, if any.

13.7 **Additional Board Authority.** In addition to Board authority granted by law and the Condominium Documents, the Board shall have the following power and authority:

13.7.1 To determine after a casualty whether the units can be safely occupied, which decision shall not be conclusive as to the determination of habitability.

13.7.2 To declare any portion of the Condominium Property unavailable for occupation by owners or guests after a casualty, including during the rebuilding process. Such decision by the Board shall be made only if necessary to protect the health, safety, or welfare of the Association, owners, or guests.

13.7.3 To mitigate damage and take action to prevent the spread of fungus (mold, mildew, etc.) 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 store 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.

13.7.4 To determine whether or not the unit's air conditioning system is functioning effectively.

13.7.5 To contract on behalf of unit owners, with 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, dry-out of units and replacement of damaged air conditioners when necessary to provide climate control in the units.

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

14. CONDEMNATION.

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

14.2 **Determination Whether to Continue Condominium.** Whether the Condominium will be continued after a taking by condemnation or eminent domain will be determined in the same manner provided for determining whether damaged property will be repaired or reconstructed or after a casualty.

14.3 **Disbursement of Funds.** If the Condominium is terminated, the proceeds of all awards and other payments will be deemed association property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated, but the size of the Condominium will be reduced, the owners of units to be diminished or eliminated, if any, will first be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

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

14.5 **Units Reduced but Habitable.** If the size of a unit must be reduced, 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 affected in the Condominium:

(A) Restoration of Unit. The unit shall be made habitable. If the cost of doing so exceeds the amount of the award, the additional funds required shall be paid by the owner of the unit.

(B) Distribution of Surplus. The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.

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

(A) Payment of Award. The award shall be paid to the owner of the unit and to each mortgagee of the unit as their interests may appear, the remittance being made payable jointly to the owner and mortgagee(s).

(B) Addition to Common Elements. If possible and practical, any remaining portion of the unit shall become part of the common elements and shall be placed in condition for use by some or all unit owners in a manner approved by the Board of Directors.

(C) Adjustment of Shares in Common Elements. The shares in the common elements appurtenant to the units that continue as part of the Condominium shall be adjusted to equitably distribute the ownership of the common elements among the changed number of units.

(D) Assessments. If the award to the Association for damage to the common elements resulting from a taking is not sufficient to pay the cost of converting the remaining portions of the unit for use as a part of the common elements, the additional funds required for those purposes shall be raised by special assessment against all unit owners who will continue as owners of units after the changes in the Condominium affected by the taking. The assessments shall be made in proportion to the shares of those owners in the common elements after the changes affected by the taking.

14.7 **Taking of Common Elements**. Awards for the taking of common elements only shall be used to make the remaining portion of the common elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall become part of the common surplus.

14.8 **Amendment of Declaration**. Any changes in units and in the common elements, in the ownership of the common elements, and in the sharing of common expenses that are necessitated by condemnation or eminent domain shall be accomplished by amending this Declaration and Exhibit "A" in conformity to the changes mandated by Sections 14.5 and 14.6 above. Such amendments need be

approved only by the owners of a majority of the units. Approval of, or joinder by, lien holders is not required for any such amendment.

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

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

15.1.1 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:

(A) 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

(B) 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), Florida Statutes (2009), as amended from time to time.

15.1.2 Optional Termination. Except as provided in Article 15.1.1, 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), Florida Statutes (2009), as amended from time to time.

15.1.3 Very Substantial Damage. If the Condominium suffers major damage, 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.

15.1.4 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 Sections 718.117(16), Florida Statutes (2009), as amended from time to time.

15.2 Procedures for Termination and Sale. The termination of the Condominium via either of the methods set forth in 15.1.1 through 15.1.3 herein shall be as set forth in Section 718.117(4) – (20), Florida Statutes (2009), as amended from time to time.

15.3 Amendment. This Article 15 may be amended in the same manner in which this Declaration of Condominium may be amended generally, as set forth in Article 18.

16. OBLIGATIONS OF OWNERS.

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

(A) The Association;

(B) A unit owner;

(C) Anyone who occupies a unit; or

(D) Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

Actions arising under this subsection shall not be deemed to be actions for specific performance.

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

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

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

17. RIGHTS OF MORTGAGEES.

17.1 **Approvals.** Written consent of the institutional mortgagee of a unit shall be required for any amendment to the Declaration which would decrease the percentage interests of the unit in the ownership of the common elements, except as provided otherwise in this condominium.

17.2 **Notice of Casualty or Condemnation.** In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of, any unit or any part of the common elements, the record holder of any first mortgage on an affected unit shall be entitled to notice.

17.3 **Mortgage Foreclosure.** If the mortgagee of a first mortgage of record acquires title to a condominium parcel as a result of foreclosure of the mortgage, or by a deed given in lieu of foreclosure, the liability of the mortgagee for the share of common expenses or assessments attributable to the condominium parcel, or chargeable to the former owner of the parcel, which came due prior to the mortgagee's acquisition of title shall be governed by the Condominium Act, as it may be amended from time to time. Any unpaid share of common expenses for which such acquirer is exempt from liability becomes a common expense collectible from all unit owners, including the acquirer and his successors and assigns. No owner or acquirer of title to a condominium parcel by foreclosure (or by a deed in lieu of foreclosure) may during his period of ownership, whether or not the parcel is occupied, be excused from the payment of any assessments coming due during the period of such ownership.

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

17.5 **Right to Inspect Books.** The Association shall make available to institutional mortgagees upon request current copies of the recorded condominium documents and the books, records and financial statements of the Association. "Available" means ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies provided at the request of the mortgagee shall be at the expense of the mortgagee.

17.6 **Financial Statement.** Any institutional mortgagee is entitled, upon written request, to a copy of the financial statement or financial report of the Association as delivered, to the owners for the immediately preceding fiscal year.

18. AMENDMENT OF DECLARATION. All amendments to this Declaration shall be proposed and adopted as follows:

18.1 **Proposal.** Amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by the owners of at least one-fourth (1/4th) of the units.

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

18.3 **Vote Required.** Except as otherwise provided by law, or by specific provision of the condominium documents, this Declaration may be amended if the proposed amendment is approved by at least two-thirds (2/3rds) of the voting interests present in person or by proxy and voting at any annual or special meeting called for the purpose.

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

19. MISCELLANEOUS.

19.1 **Severability.** The invalidity or non-enforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any exhibit attached thereto, shall not affect the remaining portions thereof.

19.2 **Applicable Statutes.** The validity, application and construction of this Declaration and its exhibits shall be governed by the Laws of Florida, particularly the Condominium Act, as it exists on the date of recording this Declaration in the Public Records of Lee County, Florida.

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

19.4 **Interpretation.** The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly

unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

19.5 **Headings and Capitalization.** The headings used in the condominium documents, and the capitalization of certain words, are for reference and convenience purposes only, and do not constitute substantive matter intended to be considered in construing the terms and provisions of these documents.

19.6 **Agreement With Master Association.** The Board of Directors of the Ports is specifically empowered to enter into an agreement with Harbour Isle Yacht & Racquet Club Master Association, Inc. ("Master Association") to grant members of Master Association use rights in the common elements of the Condominium, including but not limited to docking facilities, sidewalks, bridges, roads, and tennis courts. It is specifically contemplated that the agreement between the Master Association and the Ports will involve the Master Association accepting maintenance responsibility for certain properties within the Ports boundaries (such as tennis courts, seawalls, bridges, and the Ports entry/gate, and road system). Obligations to the Master Association paid by the Ports unit owners shall be in the same manner and amount that the other members of the Master Association pay.

19.7 **Fresh Water Dock Spaces.** Allocation of spaces in the Condominium's fresh water boat storage area will be by the Condominium Association on such basis as the Board Directors may determine so as not to conflict with previously recorded owner documentation.

19.8 **Cross Use Easements.** The Ports of Iona Condominium Community consists of 26 units which are administered by the Ports of Iona Condominium Association, Inc. Members of the Association are entitled to make use of certain recreational and other facilities which are located physically upon the land of another development, known as the Harbour Isle Yacht & Racquet Club Community pursuant to the agreement authorized by Article 19.6 of this Declaration of Condominium. Because all of the proposed users of the Harbour Isle Yacht & Racquet Club Community amenities will be making joint use of portions of a comprehensive system of utilities, roads and drainage, a blanket easement is granted to the Condominium Association, and the Association through the Board of Directors reserves to itself the right to grant easements and use rights to such persons or entities as are necessary to effectuate the intent of this provision. On a separate parcel of and shown graphically as Exhibit "B" are constructed two standard unlit tennis courts and freshwater boat basin and boat mooring facilities. This parcel has been deeded by the developer to the Association for the use of the owners in this condominium. The Association, through the Board of Directors, may grant use rights in such facilities to a third party.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, acknowledged and filed the foregoing Amended and Restated Declaration of Condominium, under the laws of the State of Florida, this 21ST day of APRIL 2011.

WITNESSES:

PORTS OF IONA CONDOMINIUM
ASSOCIATION, INC.

Grace J Murray
Witness Signature
GRACE J. MURRAY
Printed Name of Witness

Paul A. Hannon
Witness Signature
PAUL A. HANNON
Printed Name

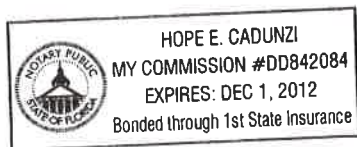
By: [Signature]
Print Name: Donald E. Noble
President

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was executed before me this 21 day of APRIL, 2011, by DON NOBLE, President of Ports of Iona Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He/She is personally known to me, or did produce _____ as identification.

(SEAL)



[Signature]
Notary Public
HOPE E CADUNZI
Printed Name of Notary Public

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PORTS OF IONA - DECLARATION

EXHIBIT "A"

COMMITTED TO CONDOMINIUM FORM OF OWNERSHIP

LEGAL DESCRIPTION

OFF REC 1710 to 407

PORTS OF IONA, CONDOMINIUM NO. 1, PHASE 1-A

A TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 45 SOUTH, RANGE 23 EAST PROCEED SOUTH 89°-10'-11" WEST ALONG THE NORTH LINE OF SAID SECTION 1084.71 FEET, THENCE SOUTH 01°-01'-21" EAST 854.92 FEET TO THE POINT OF BEGINNING. THENCE PROCEED SOUTH 88°-58'-39" WEST 115.79 FEET, THENCE NORTH 61°-00'-36" WEST 27.00 FEET, THENCE SOUTH 28°-59'-24" WEST 80.00 FEET, THENCE NORTH 61°-00'-36" WEST 3.00 FEET, THENCE SOUTH 28°-59'-24" WEST 193.00 FEET, THENCE NORTH 60°-00'-36" WEST 300.67 FEET, THENCE NORTH 28°-59'-24" EAST 299.50 FEET, THENCE NORTH 88°-59'-24" EAST 193.00 FEET, THENCE NORTH 43°-59'-24" EAST 62.23 FEET, THENCE NORTH 01°-00'-36" WEST 33.00 FEET, THENCE NORTH 88°-58'-39" EAST 151.84 FEET, THENCE SOUTH 01°-01'-21" EAST 265.29 FEET TO THE POINT OF BEGINNING. SUCH DESCRIBED PARCEL CONTAINING 3.372 ACRES, MORE OR LESS THE FOLLOWING DESCRIBED PARCELS:

LEGAL DESCRIPTION

RECREATION AREA NUMBER ONE (RESERVED TO THE DEVELOPER)

A TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 45 SOUTH, RANGE 23 EAST PROCEED SOUTH 89°-10'-11" WEST ALONG THE NORTH LINE OF SAID SECTION 1084.71 FEET, THENCE SOUTH 01°-01'-21" EAST 588.73 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE SOUTH 01°-01'-21" EAST 135.00 FEET, THENCE SOUTH 88°-58'-39" WEST 151.87 FEET, THENCE NORTH 01°-00'-36" WEST 135.00 FEET, THENCE NORTH 88°-58'-39" EAST 151.84 FEET TO THE POINT OF BEGINNING. SUCH DESCRIBED PARCEL CONTAINING 0.47 ACRES.

LEGAL DESCRIPTION

RECREATION AREA NUMBER TWO (RESERVED TO THE DEVELOPER)

A TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 45 SOUTH, RANGE 23 EAST PROCEED SOUTH 89°-10'-11" WEST ALONG THE NORTH LINE OF SAID SECTION 1084.71 FEET, THENCE SOUTH 01°-01'-21" EAST 588.73 FEET, THENCE SOUTH 88°-58'-39" WEST 151.84 FEET, THENCE SOUTH 01°-00'-36" EAST 33.00 FEET, THENCE SOUTH 43°-59'-24" WEST 62.23 FEET, THENCE SOUTH 46°-21'-24" WEST 77.54 FEET TO THE POINT OF BEGINNING. THENCE PROCEED SOUTH 28°-59'-24" WEST 176.00 FEET, THENCE NORTH 61°-00'-36" WEST 106.00 FEET, THENCE NORTH 28°-59'-24" EAST 143.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, THENCE ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 14.00 FEET AND A CENTRAL ANGLE OF 137°-02'-53", A DISTANCE OF 33.49 FEET, THENCE SOUTH 84°-23'-40" EAST 36.72 FEET TO A POINT ON A CURVE TO THE LEFT, THENCE ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 158°-43'-43", A CHORD BEARING OF SOUTH 50°-22'-28" EAST, A CHORD DISTANCE OF 27.52 FEET, AND A TANGENT LENGTH OF 74.55 FEET, A DISTANCE OF 38.78 FEET, THENCE SOUTH 61°-00'-36" EAST 34.00 FEET TO THE POINT OF BEGINNING. SUCH DESCRIBED PARCEL CONTAINING 0.41 ACRES.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

OFF REC 1710 PC 408

LEGAL DESCRIPTION

PORTS OF IONA, CONDOMINIUM NO. 1, PHASE 1-A

AN EASEMENT FOR INGRESS, EGRESS, DRAINAGE, AND UTILITY PURPOSES
ACROSS THE FOLLOWING DESCRIBED PARCEL, LYING IN SECTION 36,
TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 45
SOUTH, RANGE 23 EAST PROCEED SOUTH 89°-10'-11" WEST ALONG THE
NORTH LINE OF SAID SECTION 1084.71 FEET, THENCE SOUTH
01°-01'-21" EAST 1302.26 FEET TO A POINT ON THE NORTHERLY
RIGHT OF WAY LINE OF IONA ROAD, THENCE PROCEED SOUTH
89°-08'-04" WEST ALONG SAID RIGHT OF WAY LINE 315.00 FEET TO
THE POINT OF BEGINNING.

THENCE NORTH 00°-51'-56" WEST 95.00 FEET, THENCE NORTH
04°-11'-44" WEST 43.09 FEET, THENCE NORTH 00°-51'-56" WEST
110.87 FEET, THENCE NORTH 61°-00'-16" WEST 255.91 FEET, THENCE
NORTH 28°-59'-21" EAST 24.00 FEET, THENCE SOUTH 61°-00'-16"
EAST 276.67 FEET, THENCE NORTH 78°-59'-24" EAST 169.00 FEET,
THENCE SOUTH 61°-00'-16" EAST 24.00 FEET, THENCE SOUTH
28°-59'-24" WEST 182.59 FEET THENCE SOUTH 00°-51'-56" EAST
97.62 FEET, THENCE SOUTH 12°-22'-17" EAST 43.88 FEET, THENCE
SOUTH 00°-51'-56" EAST 95.00 FEET TO THE NORTHERLY RIGHT OF
WAY LINE OF IONA ROAD, THENCE SOUTH 89°-08'-04" WEST ALONG
SAID RIGHT OF WAY LINE 50.00 FEET TO THE POINT OF BEGINNING.

NOT COMMITTED TO CONDOMINIUM FORM OF OWNERSHIP AT THIS TIME

NOT COMMITTED AT THIS TIME

LEGAL DESCRIPTION

PORTS OF IONA, CONDOMINIUM NO. 1, PHASE 1-B

REF 1710 PC 409
REC

A TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 45 SOUTH, RANGE 23 EAST PROCEED SOUTH 89°-10'-11" WEST ALONG THE NORTH LINE OF SAID SECTION 1084.71 FEET, THENCE SOUTH 01°-01'-21" EAST 1302.76 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF IONA ROAD, BEING THE POINT OF BEGINNING. THENCE PROCEED SOUTH 89°-08'-04" WEST ALONG SAID RIGHT OF WAY LINE 66.00 FEET, THENCE NORTH 00°-51'-56" WEST 145.00 FEET, THENCE SOUTH 89°-08'-04" WEST 104.00 FEET, THENCE NORTH 00°-51'-56" WEST 15.00 FEET, THENCE SOUTH 89°-08'-04" WEST 110.00 FEET, THENCE SOUTH 00°-51'-56" EAST 160.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF IONA ROAD, THENCE PROCEED SOUTH 89°-08'-04" WEST ALONG SAID RIGHT OF WAY LINE 169.58 FEET, THENCE NORTH 00°-59'-49" WEST 375.96 FEET, THENCE NORTH 88°-58'-39" EAST 110.74 FEET TO THE SOUTHWESTERLY CORNER OF PHASE 1-A, PORTS OF IONA CONDOMINIUM NUMBER 1, THENCE SOUTH 61°-00'-36" EAST ALONG THE BOUNDARY OF SAID PHASE 1-A 300.67 FEET, THENCE NORTH 28°-59'-24" EAST CONTINUING ALONG SAID BOUNDARY 193.00 FEET, THENCE SOUTH 61°-00'-36" EAST ALONG SAID BOUNDARY 3.00 FEET, THENCE NORTH 28°-59'-24" EAST ALONG SAID BOUNDARY 80.00 FEET, THENCE SOUTH 61°-00'-36" EAST ALONG SAID BOUNDARY 27.00 FEET, THENCE NORTH 88°-58'-39" EAST 115.79 FEET TO THE SOUTHEASTERLY CORNER OF SAID PHASE 1-A, THENCE SOUTH 01°-01'-21" EAST 448.74 FEET TO THE POINT OF BEGINNING. SUCH DESCRIBED PARCEL CONTAINING 4.549 ACRES, MORE OR LESS.

NOT COMMITTED AT THIS TIME

EASEMENT DESCRIPTION

PORTS OF IONA, CONDOMINIUM NO. 1, PHASE 1-B

AN EASEMENT FOR INGRESS/EGRESS, DRAINAGE, AND UTILITY PURPOSES ACROSS THE FOLLOWING DESCRIBED PARCEL LYING IN SECTION 36, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 45 SOUTH, RANGE 23 EAST PROCEED SOUTH 89°-10'-11" WEST ALONG THE NORTH LINE OF SAID SECTION 1084.71 FEET, THENCE SOUTH 01°-01'-21" EAST 1302.76 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF IONA ROAD, THENCE PROCEED SOUTH 89°-08'-04" WEST ALONG SAID RIGHT OF WAY LINE 315.00 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 00°-51'-56" WEST 95.00 FEET, THENCE NORTH 04°-31'-44" WEST 43.09 FEET, THENCE NORTH 00°-51'-56" WEST 110.87 FEET, THENCE NORTH 61°-00'-36" WEST 255.91 FEET, THENCE NORTH 28°-59'-24" EAST 24.00 FEET, THENCE SOUTH 61°-00'-36" EAST 276.67 FEET, THENCE NORTH 28°-59'-24" EAST 149.00 FEET, THENCE SOUTH 61°-00'-36" EAST 24.00 FEET, THENCE SOUTH 28°-59'-24" WEST 182.59 FEET THENCE SOUTH 00°-51'-56" EAST 97.62 FEET, THENCE SOUTH 12°-22'-17" EAST 43.88 FEET, THENCE SOUTH 00°-51'-56" EAST 95.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF IONA ROAD, THENCE SOUTH 89°-08'-04" WEST ALONG SAID RIGHT OF WAY LINE 50.00 FEET TO THE POINT OF BEGINNING.

**PORTS OF IONA
CONDOMINIUM NO. 1
PHASE 1-A**

Prepared by
M. W. Morris & Associates, Inc.
P.O. Box 60742
Ft. Myers, Florida

Date: January, 1992

EXHIBIT 'B'

PORTS OF IONA CONDOMINIUM NO. 1 PHASE 1-A		
BUILDINGS 'A' & 'B'		
UNIT BOUNDARY ELEVATIONS		
UNIT NO.	LOWER BOUNDARY	UPPER BOUNDARY
A101, B101 A102, B102 A104, B104 A105, B105	VARIABLE FROM ELEV. +10.00' TO +12.00'	ELEV. +28.00'
A201, B201 A202, B202 A204, B204 A205, B205	ELEV. +21.00	VARIABLE FROM ELEV. +28.00' TO +31.00'
A301, B301 A302, B302 A304, B304 A305, B305	1st LEVEL ELEV. +32.00' 2nd LEVEL ELEV. +41.21'	VARIABLE FROM ELEV. +39.00' TO +41.50' VARIABLE FROM ELEV. +48.13' TO +52.83'
A203, B203	1st LEVEL ELEV. +39.00' 2nd LEVEL ELEV. +23.67' 3rd LEVEL ELEV. +28.00'	VARIABLE FROM ELEV. +37.00' TO +35.83' +31.37' TO +24.67' +35.83' TO +41.50'
FINISHED ROOF ELEVATION AT PEAK:		
A203, B203	ELEV. +42.67'	
A301, B301 A302, B302 A304, B304 A305, B305	ELEV. +54.00'	

LEGAL DESCRIPTION

PORTS OF IONA, CONDOMINIUM NO. 1, PHASE 1-A

A TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 45 SOUTH, RANGE 23 EAST, PROCEED SOUTH 89°-10'-11" WEST ALONG THE NORTH LINE OF SAID SECTION 1084.71 FEET, THENCE SOUTH 81°-01'-21" EAST 834.00 FEET TO THE POINT OF BEGINNING, THENCE PROCEED SOUTH 88°-58'-39" WEST 115.78 FEET, THENCE NORTH 61°-00'-36" WEST 27.00 FEET, THENCE SOUTH 28°-59'-24" WEST 80.00 FEET, THENCE NORTH 61°-00'-36" WEST 3.00 FEET, WEST 80.00 FEET, THENCE NORTH 61°-00'-36" WEST 193.00 FEET, THENCE NORTH 18°-00'-36" WEST 300.41 FEET, THENCE NORTH 28°-59'-24" EAST 193.00 FEET, THENCE NORTH 43°-19'-24" EAST 62.23 FEET, THENCE NORTH 01°-00'-36" WEST 33.00 FEET, THENCE NORTH 88°-58'-39" EAST 151.84 FEET, THENCE SOUTH 01°-00'-21" EAST 245.29 FEET TO THE POINT OF BEGINNING, SUCH DESCRIBED PARCEL CONTAINING 3.372 ACRES, MORE OR LESS, LESS THE FOLLOWING DESCRIBED PARCELS:

LEGAL DESCRIPTION

RECREATION AREA NUMBER ONE (RESERVED TO THE DEVELOPER)

A TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 45 SOUTH, RANGE 23 EAST, PROCEED SOUTH 89°-10'-11" WEST ALONG THE NORTH LINE OF SAID SECTION 1084.71 FEET, THENCE SOUTH 01°-01'-21" EAST 588.73 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 01°-01'-21" EAST 135.00 FEET, THENCE SOUTH 88°-58'-39" WEST 151.84 FEET, THENCE NORTH 01°-00'-36" WEST 135.00 FEET, THENCE NORTH 88°-58'-39" EAST 151.84 FEET TO THE POINT OF BEGINNING, SUCH DESCRIBED PARCEL CONTAINING 0.43 ACRES.

LEGAL DESCRIPTION

RECREATION AREA NUMBER TWO (RESERVED TO THE DEVELOPER)

A TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 45 SOUTH, RANGE 23 EAST, PROCEED SOUTH 89°-10'-11" WEST ALONG THE NORTH LINE OF SAID SECTION 1084.71 FEET, THENCE SOUTH 01°-01'-21" EAST 588.73 FEET, THENCE SOUTH 88°-58'-39" WEST 151.84 FEET, THENCE SOUTH 01°-00'-36" EAST 33.00 FEET, THENCE SOUTH 43°-19'-24" WEST 62.23 FEET, THENCE SOUTH 46°-21'-24" WEST 176.00 FEET, THENCE NORTH 61°-00'-36" WEST 104.00 FEET, THENCE NORTH 28°-59'-24" EAST 143.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, THENCE ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 14.00 FEET AND A CENTRAL ANGLE OF 131°-02'-53", A DISTANCE OF 33.49 FEET, THENCE SOUTH 81°-27'-48" EAST 36.72 FEET TO A POINT ON A CURVE TO THE LEFT, THENCE ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 158°-10'-03", A CHORD BEARING OF SOUTH 52°-21'-28" EAST, A CHORD DISTANCE OF 27.52 FEET, AND A TANGENT LENGTH OF 74.55 FEET, A DISTANCE OF 28.78 FEET, THENCE SOUTH 61°-00'-36" EAST 34.00 FEET TO THE POINT OF BEGINNING, SUCH DESCRIBED PARCEL CONTAINING 0.43 ACRES.

SURVEYOR'S NOTES

THE CONSTRUCTION OF THIS CONDOMINIUM IS NOT SUFFICIENTLY COMPLETE TO CERTIFY THE COMMON ELEMENTS AND EACH UNIT. THE INFORMATION SHOWN WAS COMPILED FROM PLANS AND DATA SUPPLIED FROM M. W. MORRIS & ASSOCIATES, INC., THE ENGINEERS, AND THE ARCHITECTS, AND WAS USED FOR THE PURPOSE OF DRAWING THIS CONDOMINIUM PLAT. THEY MAY BE SUBJECT TO REVISION BY FINAL SURVEY UPON COMPLETION OF THE BUILDING AND APPOINTMENTS.

FOR DESCRIPTION OF COMMON ELEMENTS AND VERTICAL BOUNDARIES SEE CONDOMINIUM DECLARATION.

ALL IMPROVEMENTS ARE PROPOSED. THE USE OF ALL BUILDINGS IS RESIDENTIAL. ALL AREAS EXCEPT TO UNITS ARE COMMON AREAS (ELEMENTS). UNIT BOUNDARIES ARE DELINEATED BY THE HEAVY LINES PERIMETERICALLY SURROUNDING THE NUMBERED UNITS.

ONLY UNIT AREAS AS SET FORTH ABOVE ARE DELINEATED BY THIS PLAN. OTHER AREAS ARE SHOWN FOR REFERENCE ONLY. THE DIMENSIONS SHOWN HEREON ARE PRIOR TO CONSTRUCTION AND MAY BE SUBJECT TO SLIGHT VARIANCES WHICH MAY OCCUR DURING ACTUAL CONSTRUCTION.

THE DEVELOPER RESERVES THE RIGHT TO GRANT EASEMENTS FOR THE COMMON GOOD, INCLUDED BUT NOT RESTRICTED TO EASEMENTS FOR INGRESS AND/OR EGRESS, DRAINAGE, UTILITY OR RECREATION PURPOSES.

BEARINGS REFERRED TO ARE BASED UPON THE NORTHERLY RIGHT-OF-WAY LINE OF IONA ROAD HAVING A DIRECTION OF SOUTH 84° 08' 04" WEST AS SHOWN ON THE PLAT OF CARDINAL COVE IN CONDOMINIUM PLAT BOOK 4 PAGE 54, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

ELEVATIONS REFERRED TO ARE IN FEET ABOVE MEAN SEA LEVEL

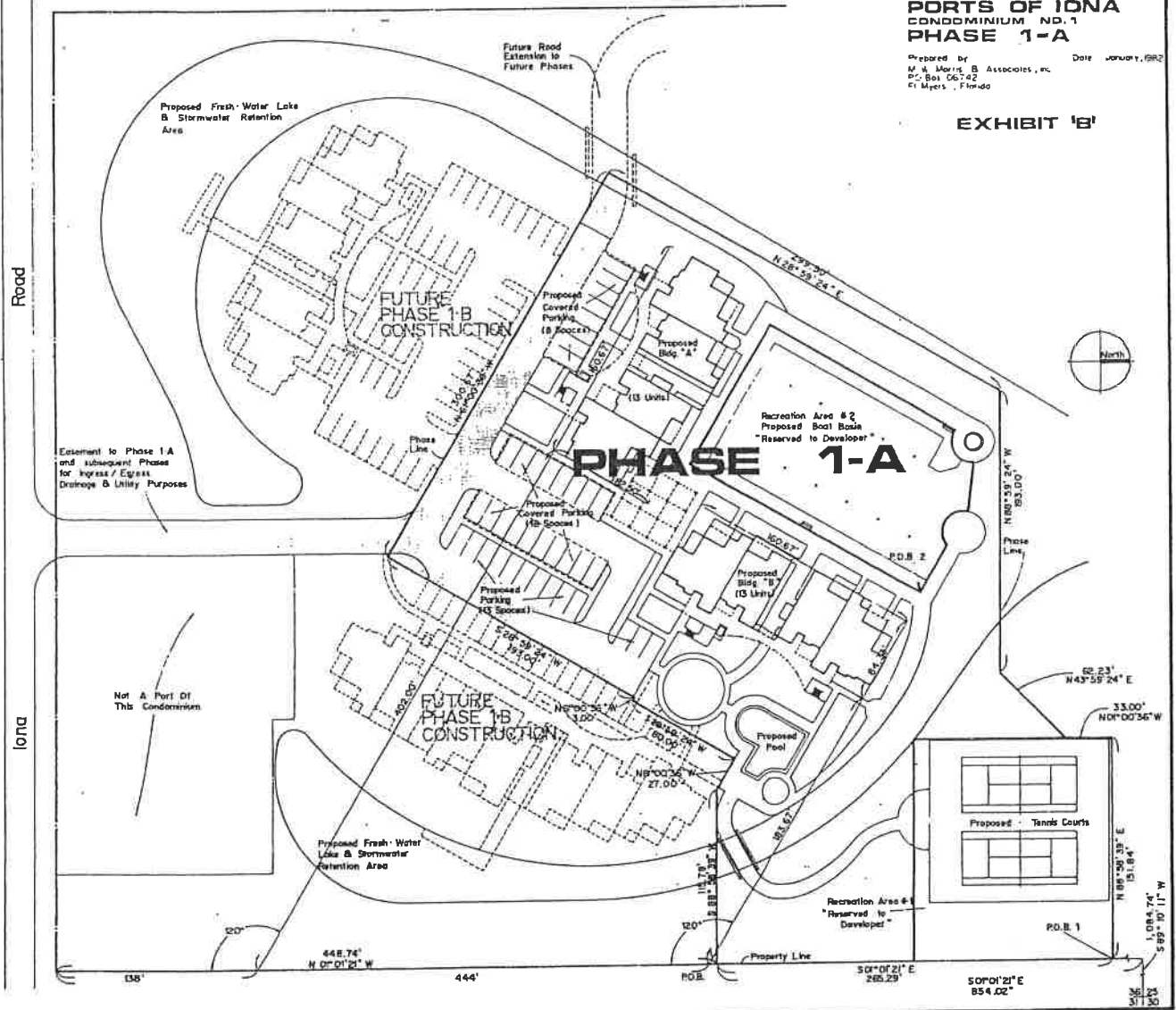
Registered Land Surveyor No. 3403
Date: MAR 17, 1992

**PORTS OF IONA
CONDOMINIUM NO. 1
PHASE 1-A**

Prepared by
M. M. Morris & Associates, Inc.
P.O. Box 567-82
Ft. Myers, Florida

Date January, 1982

EXHIBIT 'B'

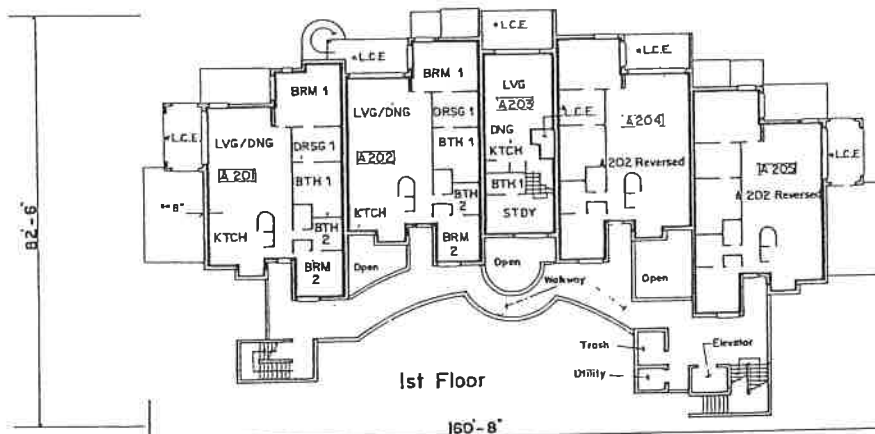


**PORTS OF IONA
CONDOMINIUM NO. 1
PHASE 1-A**

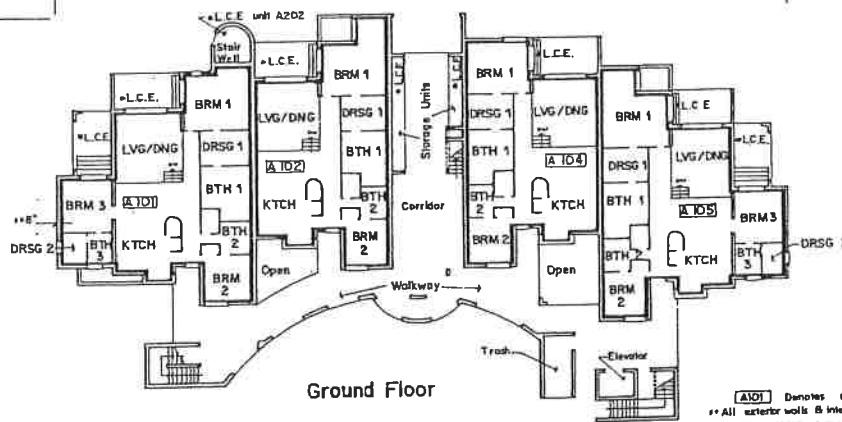
Prepared by
M.W. Morris & Associates, P.A.
P.O. Box 00747
Fort Myers, Florida

Date January, 1982

EXHIBIT 'B'



1st Floor



Ground Floor

**PORTS OF IONA PHASE 1-A BUILDINGS A & B
UNIT ROOM DIMENSIONS**

UNIT 1 A101, A103, B101, B105		UNIT 1 A102, A104, A201, A202, A204, A205, B102, B104, B201, B202, B204, B205	
ROOM	DIMENSIONS	ROOM	DIMENSIONS
LVG/DNG	11'-0" X 25'-0"	LVG/DNG	11'-0" X 25'-0"
KTCH	10'-0" X 12'-0"	KTCH	10'-0" X 12'-0"
BRM 1	14'-0" X 12'-0"	BRM 1	14'-0" X 12'-0"
BRM 2	10'-0" X 12'-0"	BRM 2	10'-0" X 12'-0"
BRM 3	11'-0" X 12'-0"	BRM 3	11'-0" X 12'-0"
BTH 1	11'-0" X 11'-0"	BTH 1	11'-0" X 11'-0"
BTH 2	5'-0" X 7'-0"	BTH 2	5'-0" X 7'-0"
BTH 3	5'-0" X 7'-0"	BTH 3	5'-0" X 7'-0"
DRSG 1	11'-0" X 8'-0"	DRSG 1	11'-0" X 8'-0"
DRSG 2	5'-0" X 7'-0"	DRSG 2	5'-0" X 7'-0"

UNIT 1 A301, A302, A304, A305, B301, B302, B304, B305		UNIT 1 A203, B203	
ROOM	DIMENSIONS	ROOM	DIMENSIONS
LVG/DNG	14'-0" X 24'-0"	LVG/DNG	14'-0" X 24'-0"
KTCH	11'-0" X 12'-0"	KTCH	11'-0" X 12'-0"
BRM 1	12'-0" X 12'-0"	BRM 1	12'-0" X 12'-0"
BRM 2	12'-0" X 9'-0"	BRM 2	12'-0" X 9'-0"
BRM 3	10'-0" X 12'-0"	BRM 3	10'-0" X 12'-0"
BTH 1	6'-0" X 8'-0"	BTH 1	6'-0" X 8'-0"
BTH 2	6'-0" X 8'-0"	BTH 2	6'-0" X 8'-0"
DRSG 1	11'-0" X 10'-0"	DRSG 1	11'-0" X 10'-0"
STGY	11'-0" X 9'-0"	STGY	11'-0" X 9'-0"



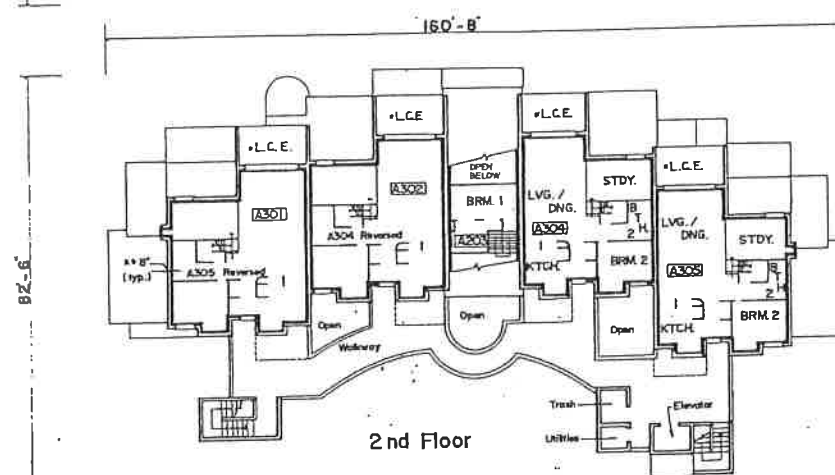
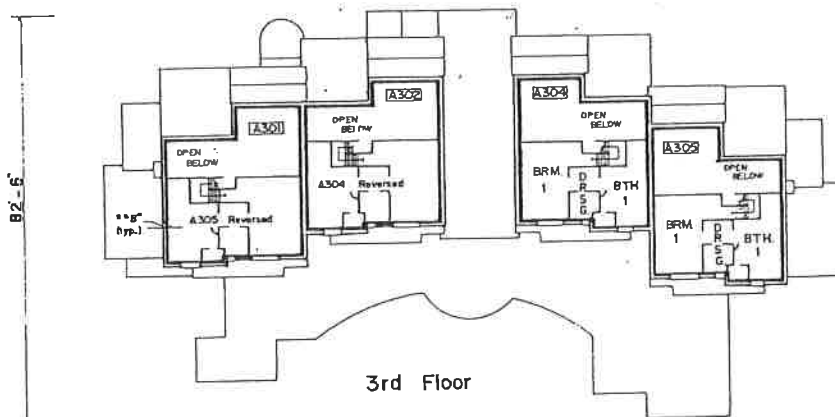
BUILDING "A"

[A101] Denotes unit number
**All exterior walls & interior party walls are to be 8" conc. block
*L.C.E. - Limited Common Element

**PORTS OF IONA
CONDOMINIUM NO. 1
PHASE 1-A**

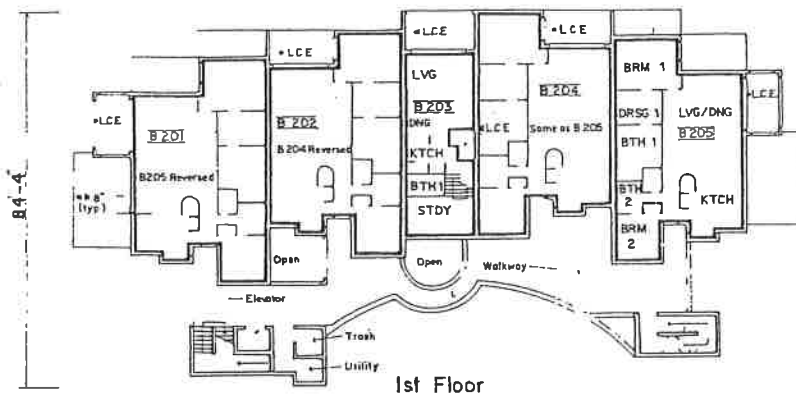
Prepared by: M.W. Morris & Associates, Inc.
P.O. Box 66742
Ft. Myers, Florida Date: January, 1982

EXHIBIT 'B'

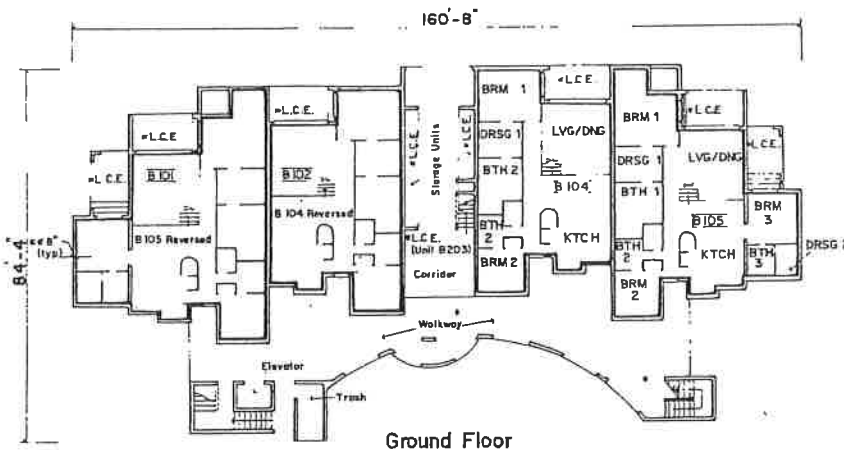


A301 Denotes unit numbers
All exterior walls & interior party walls are to be 8" conc. block
L.C.E. - Limited Common Element

EXHIBIT 'B'



1st Floor



Ground Floor

PORTS OF JMW FRAME 1-A BUILDINGS A & B		UNIT ROOM DIMENSIONS	
UNIT # A101, A105, W101, R105		UNIT # A102, A104, A201, A202, A105, B102, A106, B201, B202, B204, B205	
LOC./DIM.	DIMENSIONS	LOC./DIM.	DIMENSIONS
RYER	18'-6" x 25'-3"	R101	18'-6" x 24'-8"
RYER	10'-10" x 12'-8"	R102	10'-10" x 12'-8"
RYER	10'-6" x 13'-8"	R103	14'-0" x 13'-8"
RYER	10'-4" x 12'-8"	R104	10'-6" x 11'-0"
RYER	13'-6" x 12'-8"	R105	10'-6" x 11'-0"
RYER	13'-0" x 11'-4"	R106	10'-6" x 11'-0"
RYER	5'-6" x 7'-8"	R107	5'-6" x 7'-8"
RYER	5'-6" x 7'-8"	R108	5'-6" x 7'-8"
RYER	5'-6" x 7'-8"	R109	11'-0" x 8'-10"
RYER	5'-6" x 7'-8"	R110	11'-0" x 8'-10"

UNIT 1 A301, A302, A304, A305, B301, B302, B304, B305		UNIT 2 A203, B203
ROOM	DIMENSIONS	DIMENSIONS
LVC/DMC	14'-4" X 24'-0"	15'-8" X 12'-6"
LVC	9'-4" X 18'-0"	9'-4" X 12'-6"
DMC	12'-0" X 17'-4"	15'-0" X 9'-6"
RTCR	12'-0" X 17'-4"	18'-4" X 11'-8"
BRM 1	12'-2" X 9'-4"	
BRM 2	10'-2" X 12'-8"	8'-8" X 5'-0"
WTR 1	6'-1" X 10'-0"	
WTR 2	6'-1" X 10'-0"	
DMC	15'-4" X 9'-0"	
STUT		



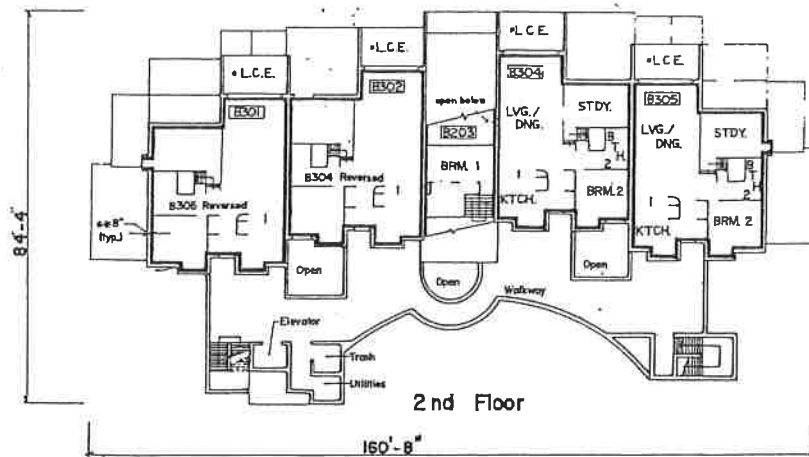
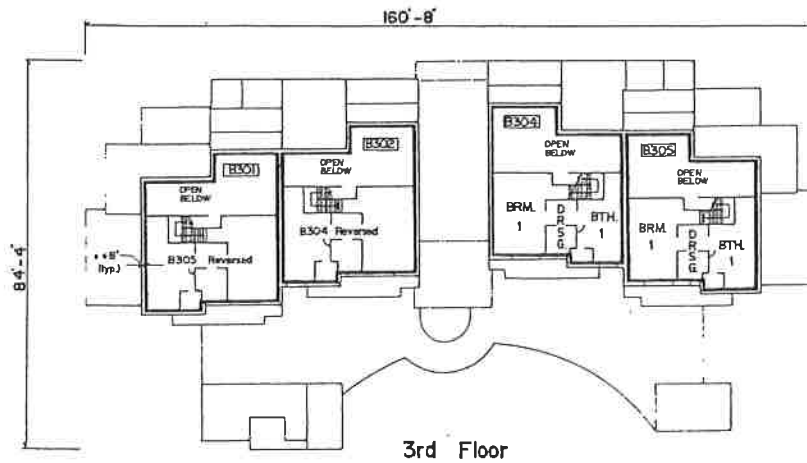
BUILDING "B"

- * All exterior walls & interior party walls to be 8" conc. block
- * L.C.E. - Limited common element
- BIO Denotes unit number

**PORTS OF IDNA
CONDOMINIUM NO. 1
PHASE 1-A**

Prepared by: M. W. Morris & Associates, Inc.
PO Box 06742
Ft Myers, Florida

EXHIBIT 'B'



BUILDING "B"

- * All exterior walls & interior party walls to be 8" conc. block
 * L.C.E. - Limited common element
B-30 Denotes unit number

State of Florida

OFF REC 1710 PG 410



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of PORTS OF IONA CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on February 1, 1982, as shown by the records of this office.

The charter number for this corporation is 761676.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
3rd day of February, 1982.



CEH 101 Rev. 12-80

George Firestone
Secretary of State

ARTICLES OF INCORPORATION
OF
PORTS OF IONA CONDOMINIUM ASSOCIATION, INC.
(A NONPROFIT FLORIDA CORPORATION)

FILED
FEB 1 3 10 PM '82
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DEF
REC 1710 PG 411

ARTICLE I

The name of this corporation is Ports of Iona Condominium Association, Inc.

ARTICLE II

The purpose for which this corporation is organized is to act as the governing association of Ports of Iona Condominiums, located at Fort Myers, Florida.

Article III

The qualification of members and the manner of their admission shall be as follows: Any person or persons who hold title in fee simple to a Condominium unit in the Condominiums shall by virtue of such ownership be a member of this corporation.

ARTICLE IV

This corporation shall exist perpetually.

ARTICLE V

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

David Hall
4490 Windjammer Lane
Fort Myers, Florida 33907

Gene Bartholemew
1936 Colonial Boulevard
Fort Myers, Florida 33901

Dorothy Wagner
Route 3, Box 427
Fort Myers, Florida 33908

ARTICLE VI

The affairs of the corporation are to be managed initially by a Board of three Directors who will be elected each year at the annual meeting of the Condominium Association as provided for in the By-Laws. At such time as the Developer has relinquished control of the Association as provided by the Condominium Act, the Board may be composed of any odd number of Directors that the members decide (as provided for in the By-Laws).

ARTICLE VII

The names of the Officers who are to serve until the first election or appointment under the Articles of Incorporation are:

David Hall - President

OFF REC 1710 412

Dorothy Wagner - Vice President

Gene Bartholemew - Secretary/Treasurer

ARTICLE VIII

The number of persons constituting the first Board of Directors shall be three, and their names and addresses are as follows:

David Hall
4490 Lindjammer Lane
Fort Myers, Florida 33907

Gene Bartholemew
1936 Colonial Boulevard
Fort Myers, Florida 33901

Dorothy Wagner
Route 3, Box 427
Fort Myers, Florida 33908

ARTICLE IX

The By-Laws of the corporation are to be made, altered or rescinded by a majority vote of the members and Directors of the corporation.

ARTICLE X

Amendments to these Articles of Incorporation may be proposed and adopted as follows:

An Amendment may be proposed by either the Board of Directors or by any owner and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the By-Laws, which includes a notice of the substance of the proposed Amendment.

The Amendment must be approved by a vote of a majority of the members of the corporation.

ARTICLE XI

Each unit in the Condominium shall have one full vote, which vote shall be cast by a designated owner as provided for in the Declaration of Condominium.

ARTICLE XII

This corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation.

ARTICLE XIII

This corporation shall have all the powers permitted by law together with such additional specific powers as are contained in the Declaration and By-Laws.

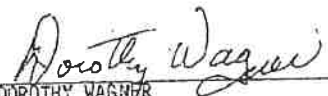
ARTICLE XIV

No part of the net earnings of this corporation shall inure to the benefit of any member or individual, except through the acquisition, construction, management, maintenance or care of Association property or through the rebate of the excess membership dues, fees or assessments.

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation this 21 day of January, 1982.

 (SEAL)
DAVID HALL

 (SEAL)
GENE BARTHOLOMEW

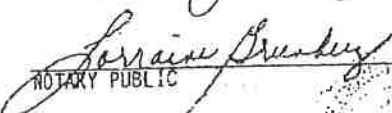
 (SEAL)
DOROTHY WAGNER

STATE OF FLORIDA

COUNTY OF LEE

BEFORE ME, the undersigned, a Notary Public authorized to take acknowledgements in the State and County aforesaid, personally appeared DAVID HALL, GENE BARTHOLOMEW and DOROTHY WAGNER, known to me and known to be the persons who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed those Articles of Incorporation.

WITNESS my hand and seal this 21 day of January, 1982.


NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 30 1984
BONDED THRU GENERAL INS. UNDERWRITERS

(SEAL)

1710 PC 414

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS
WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.691, FLORIDA STATUTES, THE FOLLOWING IS
SUBMITTED:

FIRST--THAT PORTS OF IONA CONDOMINIUM ASSOCIATION, INC.
(Name of Corporation)

DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS
PRINCIPAL PLACE OF BUSINESS AT CITY OF FORT MYERS, STATE OF
FLORIDA HAS

GENE BARTHOLEMEW
(Name of Resident Agent)

LOCATED AT 1936 COLONIAL BOULEVARD, FORT MYERS, FL 33901

(Street Address and Number of Building, Post Office
Box Addresses not Acceptable)

CITY OF FORT MYERS, STATE OF FLORIDA, AS ITS AGENT TO ACCEPT SERVICE
OF PROCESS WITHIN FLORIDA.

SIGNATURE:

(CORPORATE OFFICE)
GENE BARTHOLEMEW

TITLE:

SECRETARY/TREASURER

DATE:

1-21-82

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED
CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT
IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES
RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE:

(RESIDENT AGENT)
GENE BARTHOLEMEW

DATE:

1-21-82

FILED
FEB 1 3 10 PM '82
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**AMENDED AND RESTATED
BYLAWS
OF
PORTS OF IONA CONDOMINIUM ASSOCIATION, INC.**

Table of Contents:

1.	Identity	1
1.1.	Office	1
1.2.	Fiscal Year	1
1.3.	Seal	1
2.	Members' Meetings; Voting	1
2.1	Annual Meeting	1
2.2	Special Members' Meetings	1
2.3	Notice of Meetings	1
2.4	Notice of Annual Meeting; Special Requirements	2
2.5	Quorum	2
2.6	Vote Required	2
2.7	Proxy Voting	2
2.8	Adjourned Meetings	3
2.9	Order of Business	3
2.10	Minutes	3
2.11	Parliamentary Rules	3
2.12	Action by Members Without Meeting	4
3.	Board of Directors	4
3.1	Number and Terms of Service	4
3.2	Qualifications	4
3.3	Elections	4
3.4	Vacancies on the Board	5
3.5	Removal of Directors from Office	5
3.6	Organizational Meeting	6
3.7	Other Meetings	6
3.8	Notice to Owners	6
3.9	Quorum of Directors	7
3.10	Vote Required	7
3.11	Adjourned Meetings	7
3.12	Presiding Officer	7
3.13	Compensation of Directors and Officers	7
3.14	Committees	7
3.15	Emergency Powers	7
3.16	Interested Director Transactions	10
4.	Officers	10
4.1	President	11
4.2	Vice-presidents	11
4.3	Secretary	11

4.4	Treasurer	11
5.	Fiscal Matters	12
5.1	Depository	12
5.2	Budget	12
5.3	Statutory Reserves for Capital Expenditures and Deferred Maintenance	12
5.4	Operating Reserves	13
5.5	Assessments; Installments	13
5.6	Special Assessments	13
5.7	Fidelity Bonds	13
5.8	Financial Reports	13
5.9	Fiscal Year	13
6.	Rules and Regulations	14
7.	Compliance and Default; Remedies	14
7.1	Fines	14
7.2	Mandatory Non-binding Arbitration	14
7.3	Availability of Remedies	15
8.	Indemnification	15
9.	Amendment of Bylaws	15
9.1	Proposal	15
9.2	Procedure	15
9.3	Vote Required	16
9.4	Recording Effective Date	16
10.	Miscellaneous	16
10.1	Gender; Number	16
10.2	Severability	16
10.3	Conflict	16
10.4	Common Elements; Limited Power to Convey	16
11.	Official Records	16

**AMENDED AND RESTATED
BYLAWS
OF
PORTS OF IONA
CONDOMINIUM ASSOCIATION, INC.**

1. IDENTITY - These are the Amended and Restated Bylaws of *Ports of Iona Condominium Association, Inc.*, a non-profit Florida corporation formed for the purpose of administering *Ports of Iona Condominiums No. 1 Phase 1A*, which is located in Fort Myers, Lee County, Florida, upon the lands described in the Declaration of Condominium.

1.1. OFFICE - The office of the Association shall be at the Condominium at c/o Apex Management, 13611 McGregor Boulevard, Suite 6, Fort Myers, FL 33919, or such other location within the 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 seal of the Association shall be circular in shape, bear the abbreviated name of the Association, the word "Florida."

2. MEMBERS' MEETINGS; VOTING.

2.1 Annual Meeting. The annual meeting of the members shall be held on a date, place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the members. At the time of the annual meeting all ballots cast in the annual election of Directors shall be counted and the election results announced. All meetings will be held within forty-five (45) miles of the condominium.

2.2 Special Members' Meetings. Special members' meetings must be held whenever called by the President or by a majority of the Board of Directors. Special meetings may also be called by at least three (3) members, provided that the notice of the meeting is signed by all the members calling the meeting. Business at any special meeting shall be limited to the items specified in the notice of meeting.

2.3 Notice of Meetings. Notice of all members' meetings must state the time, date, and place of the meeting and include an agenda for the meeting. The notice must be mailed to each member at the most recent address which appears on the books of the Association, or may be furnished by personal delivery. Notice may also be furnished by electronic transmission to any member who has consented to receive notice by electronic transmission. Consent by a member to receive notice by electronic transmission shall be revocable by the member by written notice to the Association. Such consent

shall be deemed revoked if the Association is unable to deliver by electronic transmission two (2) consecutive notices and such inability becomes known to the Association. The inadvertent failure to treat such inability as a revocation, however, does not invalidate any meeting or other action. The member bears the responsibility of notifying the Association of any change of address or contact information provided for the purpose of electronic transmission. The notice must be mailed, delivered or electronically transmitted at least fourteen (14) days before the meeting. Notice of any meeting may be waived in writing by any person entitled to receive such notice.

2.4 Notice of Annual Meeting; Special Requirements. Notice of the annual meeting, together with an agenda, shall be posted in a conspicuous place on the condominium property for at least fourteen (14) continuous days prior to the annual meeting. In lieu of or in addition to the physical posting of notice of any meeting of the members, including the annual meeting, the Association may conspicuously post and repeatedly broadcast the notice and the agenda on a closed-circuit cable television system serving the Association. In the event the Association decides to use broadcast notice in lieu of physical posting on the condominium property, the notice and agenda shall be broadcast at least four (4) times every broadcast hour of each day that a posted notice is otherwise required by law. When broadcast notice is provided, the notice and agenda shall be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. The notice and agenda of the annual meeting shall also be sent by first class mail to each owner, and an affidavit of the officer or other person making such mailing shall be retained in the Association records as proof of mailing. Notice of the annual meeting may also be delivered in person to any unit owner, instead of by mail, if a written waiver of mailing is obtained, or furnished by electronic transmission to any member who has consented to receive notice by electronic transmission.

2.5 Quorum. A quorum at a members' meeting is attained by the presence, either in person or by proxy, of persons entitled to cast at least the majority of the votes of the entire membership. Once a quorum has been attained, the subsequent withdrawal of members from a meeting does not affect the existence of a quorum for the remainder of that meeting. No voting interest or consent right allocated to a unit owned by the Association shall be considered for the purpose of determining whether a quorum has been reached.

2.6 Vote Required. The acts approved by a majority of the votes cast at a duly called meeting of the members at which a quorum has been attained shall be binding upon all unit owners for all purposes, except where a greater or different number of votes is required by law or by any provision of the condominium documents. No voting interest or consent right allocated to a unit owned by the Association shall be exercised or considered for any purpose.

2.7 Proxy Voting. To the extent lawful, any person entitled to attend and vote at a members meeting may establish his presence and cast his vote by proxy. Proxies may not be used in electing Directors. Limited proxies shall be used for votes taken to waive reserves or financial reporting requirements, to amend the condominium documents, and for all other matters for which the Condominium Act requires or permits a vote of the members. General proxies may be used to establish a quorum, for procedural votes, and for non-substantive amendments to proposals for which a limited proxy is

being used. A proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the unit, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. Holders of proxies must be members or spouses of members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. The only voting interests which are eligible to vote on questions that involve waiving or reducing the funding of reserves, or using existing reserve funds for purposes other than purposes for which the reserves were intended, are the voting interests of the units subject to assessment to fund the reserves in question. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended shall contain the following statement in capitalized, bold letters in a font size larger than any other used on the face of the proxy ballot: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.**

2.8 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a specific later time and place by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance.

2.9 Order of Business. The order of business at members' meetings shall be substantially as follows:

- (A) Counting of ballots in annual election (if necessary)
- (B) Call of the roll or determination of quorum
- (C) Reading or waiver of reading the minutes of the last members meeting
- (D) Reports of Officers
- (E) Reports of Committees
- (F) Unfinished Business
- (G) New Business
- (H) Adjournment

2.10 Minutes. Minutes of all meetings of the members, and of the Board of Directors, shall be kept in a businesslike manner, available for inspection by members or their authorized representatives at all reasonable times, and for at least seven (7) years after the meeting. Minutes must be reduced to written form within thirty (30) days after the meeting at which they were taken.

2.11 Parliamentary Rules. The presiding officer may appoint a Parliamentarian to advise on matters of procedure, but the decision of the Presiding Officer on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

2.12 Action by Members Without Meeting. Except the holding of the annual meeting and annual election of Directors, any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if written consents or other instruments expressing approval of the action proposed to be taken are signed and returned by members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the voting interests were present and voting. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the members at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days thereafter, the Board shall send written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph affects the rights of members to call a special meeting of the membership, as provided for by Section 2.2 above, or by law. If the vote is taken by the method described in this Section 2.12, the list of unit owners on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters.

3. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the unit owners only when such is specifically required. Directors must execute their duties in good faith and may be liable for monetary damages if a Director's failure or breach constitutes a criminal violation or, pursuant to which the Director derived an improper personal benefit, acted in bad faith, participated in reckless conduct or if the Director exhibited a wanton and willful disregard for human rights, safety or property.

3.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be three (3). Each director shall be entitled to serve for a term of one (1) year and until his/her successor is duly elected.

3.2 Qualifications. Each Director must be a member or the spouse of a member. Co-owners of a Unit are not eligible to serve on the Board at the same time unless they own more than one (1) unit or unless there are not enough eligible candidates to fill the vacancies on the Board. A person who has been suspended by the Association or convicted of a felony in any state or who is more than ninety (90) days delinquent in the payment of regular assessments, special assessments or fines is not eligible to serve on the Board. A director or officer who is more than ninety (90) days delinquent in the payment of any monetary obligation due the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.

3.3 Elections. In each annual election the members shall elect, by written secret ballot, as many Directors as there are vacancies to be filled, unless the balloting is dispensed with as provided for by law. To the extent that staggered terms are provided, upon approval of a majority of the total voting interest, the association board members may serve 2-year staggered terms.

(A) **First Notice; Candidates.** Not less than sixty (60) days before the election, the Association shall mail, deliver or electronically transmit to each unit owner entitled to vote,

a first notice of the date of the election. Any unit owner or other eligible person wishing to be a candidate may qualify as such by giving written notice to the Association at least forty (40) days before the annual election.

(B) Second Notice; Candidate Information Sheets. If there are more candidates than there are Directors to be elected, balloting is required within the time prescribed by law, the Association shall mail, deliver or electronically transmit a second notice of election, together with the notice of the annual meeting, to all unit owners entitled to vote in the contested election, together with a ballot listing all qualified candidates in alphabetical order, by surname. Upon timely request of a candidate, the Association shall also include an information sheet (no larger than 8-1/2 inches by 11 inches, furnished by the candidate) in the mailing, delivery or electronic transmission. The costs of mailing and copying the candidate information sheet are borne by the Association.

(C) Balloting. Where balloting is required, Directors shall be elected by a plurality of the votes cast, provided that at least twenty percent (20%) of the eligible voters cast ballots. Proxies may not be used in the election. In the election of Directors, each unit shall have as many votes as there are Directors to be elected, but no unit may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, or by any other method required or permitted by law.

3.4 Vacancies on the Board. If the office of any Director becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:

(A) If a vacancy is caused by the death, disqualification or resignation of a Director, a majority of the remaining Directors, though less than a quorum, shall appoint a successor, who shall hold office for the unexpired term of the seat being filled, unless otherwise provided by law.

(B) If a vacancy occurs as a result of an increase in the number of Directors, or a recall, and less than a majority of the Directors are removed, the vacancy may be filled by appointment by a majority of the remaining Directors, though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the Directors are removed, the vacancies shall be filled in accordance with procedural rules of the Division of Florida Land Sales, Condominiums and Mobile Homes governing the method of selecting successors, and providing procedures for the operation of the Association during the period after the recall, but prior to the designation of successor Directors sufficient to constitute a quorum.

3.5 Removal of Directors from Office. Any or all Directors may be removed with or without cause by a majority vote of the entire membership, either by a written petition or at any meeting called for that purpose. If a meeting is held or a petition is filed for the removal of more than one Director, the question shall be determined separately as to each Director sought to be removed. If a special

meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given. Electronic transmission may not be used as a method of providing notice of a meeting called in whole or in part for the purpose of recall. Any Director who is more than ninety (90) days delinquent in the payment of assessments is deemed to have abandoned his or her office creating a vacancy to be filled in accordance with these Bylaws and law. Any Director who has been charged with felony theft or embezzlement of Association funds is considered removed immediately. If he or she is found not guilty, the Director is to be reinstated.

3.6 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors at such place and time as may be fixed and announced by the Directors at the meeting in conjunction with which they were elected.

3.7 Other Meetings. Meetings of the Board shall be held at such time and place in Lee County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegram at least two (2) days prior to the day named for such meeting. If twenty percent (20%) of the members petition the Board to address an item of business, the Board shall, at its next regular meeting or at a special meeting of the Board, but not later than 60 days after the receipt of the petition, place the item on the agenda.

3.8 Notice to Owners. All meetings of the Board of Directors shall be open to the members. A notice and agenda for each Board meeting shall be posted conspicuously on the condominium property for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. In lieu of or in addition to the physical posting of notice of any meeting of the Board of Directors on the condominium property, the Association may conspicuously post and repeatedly broadcast the notice and the agenda on a closed-circuit cable television system serving the Association. In the event the Association decides to use broadcast notice in lieu of physical posting on the condominium property, the notice and agenda shall be broadcast at least four (4) times every broadcast hour of each day that a posted notice is otherwise required by law. When broadcast notice is provided, the notice and agenda shall be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. Notice of any Board meeting at which a non-emergency special assessment will be considered shall be mailed, delivered or electronically transmitted to each owner at least fourteen (14) days before the meeting, and an affidavit of compliance shall be retained in the Association's official records as proof that notice was furnished. Notice of any Board meeting at which a budget will be adopted or amended shall conform to the requirements of Section 5.2 below. The right of owners to attend Board meetings includes the right to speak on designated agenda items, subject to reasonable rules of the Association governing the manner, duration and frequency of doing so. Notice of any meeting in which a regular or special assessment against unit owners are to be considered for any reason shall specifically state that assessments will be considered and the nature, estimated cost, and description of the purpose of such assessments.

3.9 Quorum of Directors. A quorum at a Board meeting exists only when at least a majority of all Directors are present in person at a duly called meeting. Directors may participate in any meeting of the Board, by a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation in a meeting by such means is equivalent to presence in person. Directors may not vote or participate in Board meetings by proxy or by secret ballot, except that officers may be elected by secret ballot.

3.10 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the condominium documents or by applicable statutes. A Director of the Association who abstains from voting on any action taken on a corporate matter shall be presumed to have taken no position with regard to the action. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes.

3.11 Adjourned Meetings. The majority of the Directors present at any duly called meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, provided a quorum is present, any business may be transacted that might have been transacted at the meeting originally as called.

3.12 Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of the Directors present.

3.13 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such or for any other services performed for the Association by an individual who also serves as a Director or Officer. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

3.14 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Condominium. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee.

3.15 Emergency Powers. In the event of any "emergency" as defined in Paragraph (S) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Section 617.0207, Florida Statutes (2008), and Section 617.0303, Florida Statutes(2008), all as amended from time to time. As well, to the extent allowed by law and consistent with Section 617.0830, Florida Statutes(2008), the Board, in response to damage caused by an event for which a state of emergency is declared in the locale in which the condominium is located, may, but is not required to, exercise the following powers:

(A) 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 or unavailability of any officer of the Association.

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

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and such notice may be given in any practicable manner, including publication, radio, US mail, the internet, public service announcements, and conspicuous posting on the condominium property or any other means the board deems reasonable under the circumstances. The Director or Directors in attendance at such a meeting shall constitute a quorum. Notice of Board decisions may be communicated as provided in this paragraph.

(D) The Board may cancel, change or postpone any association meeting date to a date and time determined by the Board.

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

(F) The Board may use reserve funds to meet Association needs, and may use reserve funds as collateral for Association loans. By adoption of this provision, the owners specifically authorize the Board to use reserve funds for nonscheduled purposes in the event of any emergency pursuant to Section 718.112(2)(f)(3), Florida Statutes, as may be amended from time to time. The Board may adopt emergency assessments with such notice deemed practicable by the Board.

(G) 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.

(H) 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.

(I) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(J) The Board may enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

(K) The Board may implement a disaster plan before or immediately following the event for which a state of emergency is declared which may include, but is not limited to, shutting down or off elevators; electricity; water, sewer, or security systems; or air conditioners.

(L) The Board may, based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine any portion of the condominium property unavailable for entry or occupancy by unit owners, family members, tenants, guests, agents, or invitees to protect the health, safety, or welfare of such persons.

(M) The Board may require the evacuation of the condominium property in the event of a mandatory evacuation order in the locale in which the condominium is located. Should any unit owner or other occupant of a condominium fail or refuse to evacuate the condominium property where the Board has required evacuation, the Association shall be immune from liability or injury to persons or property arising from such failure or refusal.

(N) The Board may, based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine whether the condominium property can be safely inhabited or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the declaration.

(O) The Board may mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus, including, but not limited to mold or mildew, by removing and disposing of wet drywall, insulation, carpet, cabinetry, or other fixtures on or within the condominium property, even if the unit owner is obligated by the declaration or law to insure or replace those fixtures and to remove personal property from a unit.

(P) The Board may contract, on behalf of any unit owner or owners, for items or services for which the owners are otherwise individually responsible for, but which are necessary to prevent further damage to the condominium property. In such event, the unit owner or owners on whose behalf the Board has contracted are responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use its lien authority provided by Section 718.116, Florida Statutes, to enforce collection of the charges. Without limitation, such items or services may include the drying of units, the boarding of broken windows or doors, and the replacement of damaged air conditioners or air handlers to provide climate control in the units or other portions of the property.

(Q) Regardless of any provision to the contrary and even if such authority does not specifically appear in the Declaration, Articles, or Bylaws of the Association, the Board may levy special assessments without a vote of the owners.

(R) Without unit owners' approval, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association when operating funds are insufficient. This paragraph does not limit the general authority of the Association to borrow money, subject to such restrictions as are contained in the Declaration, Articles, or Bylaws of the association.

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

- (1) a state of emergency declared by local civic or law enforcement authorities;
- (2) a hurricane warning;
- (3) a partial or complete evacuation order;
- (4) federal or state "disaster area" status;
- (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,
- (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 Unit Owners, the Condominium Property, or Association Property.

The emergency powers authorized above shall be limited to that time reasonably necessary to protect the health, safety, and welfare of the association and the unit owners and the unit owners' family members, tenants, guests, agents, or invitees and shall be reasonably necessary to mitigate further damage and make emergency repairs.

3.16 *Interested Director Transactions.* As to any contract or other transaction between an Association and one or more of the Directors or between the Association and any other corporation, firm, association, or entity in which one or more of the Directors are directors or officers or are financially interested: (a) the Association shall comply with the requirements of Section 617.0832, Florida Statutes, (b) the disclosures required by s. 617.0832 shall be entered into the written minutes of the meeting, (c) approval of the contract or other transaction shall require an affirmative vote of two-thirds of the directors present, (d) at the next regular or special meeting of the members, the existence of the contract or other transaction shall be disclosed to the members. Upon motion of any member, the contract or transaction shall be brought up for a vote and may be canceled by a majority vote of the members present. Should the members cancel the contract, the Association shall only be liable for the reasonable value of goods and services provided up to the time of cancellation and shall not be liable for any termination fee, liquidated damages, or other form of penalty for such cancellation.

4. OFFICERS. The executive officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary, all of whom must be Directors and, shall be elected by a majority vote of

the Board of Directors. Any officer may be removed with or without cause at any meeting by vote of a majority of the Directors. Any person except the President may hold two or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President. Any officer may resign at any time by giving written notice to the Association and unless otherwise specified therein, the resignation shall become effective upon receipt. Any officer who is more than ninety (90) days delinquent in the payment of assessments is deemed to have abandoned his or her office creating a vacancy to be filled in accordance with these Bylaws and law. Any officer who has been charged with felony theft or embezzlement of association funds is considered removed immediately. If he or she is found not guilty, the officer is to be reinstated. Officers must execute their duties in good faith and may be liable for monetary damages if an officer's failure or breach constitutes a criminal violation or, pursuant to which the officer derived an improper personal benefit, acted in bad faith, participated in reckless conduct or if the officer exhibited a wanton and willful disregard for human rights, safety or property.

4.1 President. The President shall be the chief executive officer of the Association; shall preside at all meetings of the members and Directors; shall be an ex officio member of all standing committees; shall have general and active management of the business of the Association; and shall see that all orders and resolutions of the Board are carried into effect. The President shall execute bonds, mortgages and other contracts requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

4.2 Vice-Presidents. The Vice-Presidents, in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

4.3 Secretary. The Secretary shall attend meetings of the Board of Directors and of the members and cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for standing committees when required. The Secretary shall give, or cause to be given, proper notice of all meetings of the members, and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. The Secretary shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the condominium documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one is elected.

4.4 Treasurer. The Treasurer shall be responsible for Association funds and securities, budget preparation, the keeping of full and accurate accounts in books belonging to the Association. The Treasurer is responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. The Treasurer shall oversee the disbursement of Association funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at meetings of the Board, or whenever

they may require it, a full accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if one is elected. Any person who knowingly or intentionally defaces or destroys accounting records which are required to be maintained or knowingly or intentionally fails to create or maintain the financial accounting records shall be subject to civil penalty pursuant to Section 718.501(1)(d), Florida Statutes.

5. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following:

5.1 Depository. The Association shall maintain its funds in federally insured accounts in such financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board. Withdrawal of funds from such accounts shall be only by persons authorized by the Board.

5.2 Budget. The Board of Directors shall adopt a budget of estimated revenues and expenses for each fiscal year. A copy of the proposed budget, and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted, shall be provided to the owners of each unit by mail, delivery or electronic transmission to the location furnished by the unit owner for that purpose not less than fourteen (14) days before that meeting. The proposed budget must be detailed, and must show the amounts budgeted by income and expense classifications, including without limitation those specified in Section 718.504(20)(c) of the Condominium Act.

5.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to operating expenses, the proposed budget must include provisions for funding reserve accounts for capital expenditures and deferred maintenance, as required by law. These accounts shall include roof replacement, building painting, and pavement resurfacing. They shall also include any other planned or foreseeable capital expenditure or deferred maintenance item with a current estimated cost of \$10,000 or more. The amount to be reserved for each item shall be computed by a formula based on the estimated remaining useful life and replacement cost of the item. These reserves must be funded unless the members of the Association have, by a majority of the voting interests present in person or by proxy and voting at a duly called meeting of the Association, determined to fund no reserves, or less than adequate reserves, for a fiscal year. This provision entitles the Association to discontinue funding statutory reserves and funding segregated reserve accounts for each reserve item. In the alternative, unless waived by the membership, the Board shall transfer all existing reserve accounts and fund future reserves into a general reserve account under a pooling of accounting method of accounting. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the unit owners as required in Section 5.2 above. The funds in a reserve account established under this Section 5.3, and all interest earned on the account, shall be used only for the purposes for which the reserve account is established, unless use for another purpose is approved in advance by a majority of the voting interests, voting in person or by limited proxy at a meeting of the Association called for the purpose.

5.4 Operating Reserves. In addition to the statutory reserves described in Section 5.3 above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts in the operating budget for contingencies, operating expenses, repairs, minor improvements or special projects. These reserves offset cash flow shortages, provide financial stability, and avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be included in the proposed annual budget. These funds may be spent for any purpose approved by the Board.

5.5 Assessments; Installments. Regular annual assessments based on an adopted budget shall be payable in monthly installments, in advance, due on the first day of each month of each year. Written notice of each monthly installment shall be sent to the members at least fifteen (15) days prior to the due date, but failure to send (or receive) the notice does not excuse the obligation to pay. If an annual budget has not been adopted at the time the first monthly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last monthly payment, and payments shall be continued at such rate until a budget is adopted and new monthly installments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each unit's next due monthly installment.

5.6 Special Assessments. Special assessments may be imposed by the Board of Directors to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The notice of any Board meeting at which a special assessment will be considered shall be given as provided in Section 3.8 above; and the notice to the owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The funds collected must be spent for the stated purpose(s) or returned to the members as provided by law.

5.7 Fidelity Bonds. The President, Secretary and Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The cost of such bonds is a common expense.

5.8 Financial Reports. In accordance with Section 718.111(13) of the Condominium Act, not later than ninety (90) days after the close of each fiscal year, the Association shall prepare and complete, or contract for the preparation and completion of, a financial report for the preceding fiscal year. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year, the Association shall mail to each unit owner at the address last furnished to the Association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report shall be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner.

5.9 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year. The Board of Directors may adopt a different fiscal year in accordance with law and the regulations of the Internal Revenue Service.

6. RULES AND REGULATIONS. The Board of Directors may, from time to time, adopt and amend administrative Rules and Regulations governing the use, maintenance, management and control of the common elements and the operation of the Association. Any Rule or Regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the unit owners, and uniformly applied and enforced.

7. COMPLIANCE AND DEFAULT; REMEDIES. In addition to the remedies provided in the Declaration of Condominium, the following shall apply:

7.1 Fines. The Board of Directors may levy fines against units whose owners commit violations of the Condominium Act, the provisions of the condominium documents, or the rules and regulations, or who condone such violations by their family members, guests, lessees and/or agents. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amount allowed by law, and no fine may be levied against an unoccupied unit. The procedure for imposing fines shall be as follows:

(A) **Notice:** The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable written notice of not less than fourteen (14) days, and the notice shall include:

- (1) A statement of the date, time and place of the hearing;
- (2) A specific designation of the provisions of the Declaration, Bylaws or rules which that are alleged to have been violated;
- (3) A short and plain statement of the specific facts giving rise to the alleged violation(s); and
- (4) The possible amounts of any proposed fine.

(B) **Hearing:** At the hearing the party sought to be fined shall have a reasonable opportunity to respond, to present evidence, to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) unit owners appointed by the Board, none of whom may then be serving as Directors. If the panel, by majority vote does not agree with the fine, it may not be levied.

7.2 Mandatory Non-Binding Arbitration. In the event of any dispute as defined in Section 718.1255(1) of the Condominium Act, between a unit owner and the Association arising from the operation of the Condominium, the parties must submit the dispute to mandatory non-binding arbitration under the rules of the Division of Florida Land Sales, Condominiums and Mobile Homes before filing any lawsuit over the disputed matters. Nothing herein shall be construed to require arbitration of disputes related to the levy or collection of fees or assessments.

7.3 Availability of Remedies. Each member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the right of the majority to enjoy the condominium property free from unreasonable disruptions and annoyance by the minority.

8. INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every Officer of the Association against all expenses and liabilities, including attorney's fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be made a party because of his being, or having been, a Director or Officer of the Association. The foregoing right to indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

(B) A violation of criminal law, unless the Director or Officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

(C) A transaction from which the Director or Officer derived an improper personal benefit.

(D) Recklessness, or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and wilful disregard for human rights, safety or property, in an action by or in the right of someone other than the Association or a member.

In the event of a settlement, the right to indemnification shall not apply unless a majority of the disinterested Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to, and not exclusive of, all other rights to which a Director or Officer may be entitled.

9. AMENDMENT OF BYLAWS. Except as otherwise provided in the Declaration of Condominium, amendments to these Bylaws may be proposed and adopted in the following manner:

9.1 Proposal. Amendments to these Bylaws may be proposed by a majority of the Board, or by written petition to the Board signed by at least one-fourth (1/4th) of the voting interests.

9.2 Procedure. Upon any amendment to these Bylaws being proposed by said Board or unit owners, the proposed amendment shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can be given.

9.3 Vote Required. Except as otherwise provided by law, or by specific provision of the condominium documents, these Bylaws may be amended if the proposed amendment is approved by at least two-thirds (2/3rds) of the voting interests of the Association present in person or by proxy and voting at any annual or special meeting called for the purpose, provided that notice of the amendment has been given to the members in accordance with law.

9.4 Recording Effective Date. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted, which certificate shall be executed by the President or Vice President of the Association with the formalities of a deed. The amendment is effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida. The certificate must identify the book and page of the Public Records where the Declaration of Condominium is recorded.

10. MISCELLANEOUS.

10.1 Gender; Number. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

10.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Condominium or Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.

10.4 Common Elements; Limited Power to Convey. The Association has a limited power to convey portions of the common elements as provided for in Section 73.073, Florida Statutes.

11. OFFICIAL RECORDS: The official records of the Association shall be maintained within the state for at least seven (7) years. The records of the Association shall be made available to a unit owner within forty five (45) miles of the condominium property or within the county in which the condominium property is located within 5 working days after receipt of written request by the Board or its designee. The association may offer the option of making the records of the association available to a unit owner either electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. Social security numbers, driver's license numbers, credit card numbers, email addresses, telephone numbers, emergency contact information, and other personal identifying information of any person, other than as provided to fulfill the Association's notice requirements, are not be accessible to unit owners

The foregoing constitute the Amended and Restated Bylaws of Ports of Iona Condominium Association, Inc., and were duly adopted at a meeting of the membership.

Date: 21 APRIL, 2011.

PORTS OF IONA CONDOMINIUM
ASSOCIATION, INC.

By: Richard M. Entinger

Print Name: Richard M. Entinger

Secretary

(Corporate Seal)

Attest:

Donald E. Noble
Print Name: Donald E. Noble
President

/MDK

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EXHIBIT "C"

PORTS OF IONA CONDOMINIUM ASSOCIATION, INC. RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the Association properties, condominium property, the common elements, the limited common elements, and the units, shall be deemed in effect until amended by the Board of Directors of the Association, and shall apply to and be binding upon all unit owners. 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, lessees, hired help, and persons over whom they exercise control and supervision. The current Rules and Regulations are as follows:

1. GENERAL:

- (a) Amenities are intended primarily for recreational use by Residents on a nonexclusive basis. No guest other than an overnight house guest is permitted to use these amenities unless accompanied by a Resident.
- (b) Walkways along the seawall must remain unobstructed at all times. No canoes, dock boxes, extension cords, rope or line, cables, chairs, planters or any other obstruction is permitted.
- (c) All units are restricted to use by a single family and their guests and no immoral, improper, offensive or unlawful will be permitted. No nuisance will be allowed on such property such as to interfere with the common use and enjoyment.
- (d) Owners are financially responsible to the Association for damage to the common areas caused by themselves, their tenants, guests and family members. Parents assume full responsibility for the behavior of their children. This includes liability for any damage caused by a child. Residents are responsible for the children of their guests.
- (e) Units may not be rented for periods of less than one (1) month. No unit may be leased more than four (4) times in a calendar year. A copy of the Rules and Regulations must be given to the renters and guests by the unit owner or the Manager. No unit may be permanently occupied by a number of persons exceeding the number of bedrooms times two (2) plus one (1). Renters must be registered with the Manager.
- (f) The use of barbecue grills shall only be allowed in areas designated as safe and appropriate by the Directors.
- (g) The bicycle rack is to be used by owners or renters who are residing at the Ports. It is not to be used for storage while individuals are not in residence. All bicycles in the rack should be identified by a Ports of Iona tag which can be provided by a Board member upon request.

2. BUILDING APPEARANCE AND MAINTENANCE:

- (a) Lawns, shrubbery or other established exterior plantings shall not be altered, moved or added to without permission of the Association.

- (b) The sidewalks, walkways, entrances, and stairs must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the units, nor shall any carriages, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar type and nature be left therein or thereon.
- (c) Personal property of unit owners shall not be left or stored outside their units.
- (d) No garbage cans, supplies, containers, or other articles shall be placed in or on the walkways, hallways, and entry ways, nor shall any linens, cloths, clothing, curtain, rugs, mops, or laundry of any kind, or other articles be shaken or hung from any of the windows, doors, walkways or entry ways, or exposed on any part of the limited common elements or common elements. The limited common elements and the common elements shall be kept free and clear of refuse, debris and other unsightly material.
- (e) No person shall allow anything whatsoever to fall from the windows, walkways, entry ways or doors of the premises, nor sweep or throw any dirt, waste or other substances out of the unit or on the common elements of the Condominium.
- (f) Refuse, garbage and recyclable items shall be deposited only in the area provided therefor. All garbage must be bagged and tied. Construction or remodeling waste must be disposed of offsite.
- (g) No unit owners 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 other unit owners. No unit owner shall play upon or permit to be operated a phonograph, television, radio or musical instrument in such a manner as to unreasonably disturb or annoy other occupants of the Condominium. Quiet time is from 11:00 p.m. through 9:00 a.m.
- (h) No exterior radio or television antenna installation, or duct work, or plumbing, or other wiring, shall be made without the prior written consent of the Board of Directors, except as otherwise permitted by law.
- (i) No sign, advertisement, notice or other similar material shall be exhibited, displayed, inscribed, painted or affixed, in or upon any part of the units, limited common elements, or common elements by any unit owner or occupant without written permission of the Association, except that flags may be displayed in accordance with subsection 10.7 of the Declaration. All curtains, shades, drapes and blinds shall be off-white in color or lined with material of this color.
- (j) No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any unit or limited common element, except those necessary and suited for normal household use. Unless express permission is granted by the Board of Directors, items used for landscape maintenance must be kept in designated areas.

- (k) Unit owners, residents, their families, guests, employees, agents, or visitors shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the building.

3. **ALTERATION OF CONDOMINIUM**: Unit owners are specifically cautioned that their right to make any addition, change, alteration, or decoration to the exterior appearance of any portion of the Condominium is subject to the provisions of the Declaration of Condominium, and is also subject to prior approval of the Association. All such additions, changes or alterations must be presented in writing to the Board of Directors for approval, accompanied by written plans when requested or drawings and specifications. The Board of Directors shall approve such requests only if the Association is protected against, or indemnified as to construction liens and/or claims arising from such work. For example:

- (a) No unit owner may install screen doors or apply any type of film or covering to the inside or outside of window or door glass without the prior approval of the Association.
- (b) The unfinished floor surfaces of all except ground floor units (except foyers, bathrooms, kitchens, utility rooms, terraces or balconies) shall be covered with carpeting to reduce the transmission of noise from one unit to another, and uncarpeted floors shall be covered with cushion type vinyl or other similar type resilient floor covering, provided, however, that if an owner prefers a hard surfaced flooring material such as wood or tile, it will be permitted provided that it is underlain with a sound deadening material that will have the same effect of reducing transmitted sounds in adjoining units to the same level as those from carpeted and resiliently floored units.

4. **EMERGENCIES IN OWNER'S ABSENCE**: In order that proper steps may be taken in a minimum amount of time during an emergency situation, the Association shall retain pass-keys (or combinations when applicable) to all units including storage lockers. The locks of each unit are not to be changed or altered without providing the Association with a duplicate key.

Any unit owner who plans to be absent from his unit for an extended period of time must prepare his unit prior to his departure in the following manner:

- (a) By securing all furniture, plants and other objects in the lanai; and
- (b) By responsibly insuring that water lines entering each unit are secure from leakage, especially the hot water heater, ice maker, washing machine and dishwasher; and, if absence from the unit is greater than twenty-four (24) hours, the main water supply line must be turned off.
- (c) By designating a responsible caretaker to care for his unit should unit suffer any damage caused by storms, hurricanes, winds or other violent acts of nature. The Manager and the Association shall be provided with the name of each unit owner's aforesaid designated caretaker.
- (d) By insuring that electricity is left on and air conditioner is functional and operating.

5. **PETS:** Harboring pets is restricted under Section 10.2 of the Declaration. Owners are limited to one (1) dog. All pets must remain on a leash or be carried at all times while on property. No animals shall be tethered outside of units. All pet fecal matter must be removed immediately to appropriate disposal. Unrestrained animals will be reported to Lee County Animal Control. Pets that are vicious, noisy, or unpleasant are not permitted.

6. **PARKING AREA:** Vehicle parking is restricted under Section 10.5 of the Declaration. Parking is not intended for storage of boats, motorcycles, recreational vehicles, motor homes, trailers, semitrailers, house trailers, campers, truck campers, trucks, non-operational or invalidly licensed automobiles. No repairs or maintenance of vehicles may be performed, except emergency repairs. Any vehicles parked in violation of the parking restrictions are subject to towing, with the owner of the vehicle responsible for all costs of towing. No roller skates or skate boards are permitted. Washing of vehicles is prohibited. Vehicles may be washed next to the Maintenance Building on Harbour Isle Dr. Use of parking permits for tenants and guests may be implemented by the Board as deemed necessary.

7. **SWIMMING POOL AND SPA:**

- (a) The bathing load of the swimming pool is restricted to thirty-one (31) persons.
- (b) The bathing load of the spa is restricted to eleven (11) persons.
- (c) No food or drinks allowed in or around the pool and spa within a space of five (5) feet.
- (d) A shower must be taken prior to entering the pool or spa.
- (e) Suntan oils and lotions clog pool filters and drains. Remove all oils/lotions prior to entering pool or spa.
- (f) Towels may not be used to reserve chairs for extended periods of more than one (1) hour.
- (g) No glass is allowed by the pool side, anywhere on the pool deck or in the pool or spa.
- (h) Proper bathing suits must be worn. No jeans or cutoffs are allowed.
- (i) Hair longer than shoulder length must be worn in a cap, braided or tied in a ponytail.
- (j) No rafts, inner tubes, balls, inflated toys, rubber toys or similar equipment is allowed in the pool unless during a supervised recreational program. Water wings and safety wings for non-swimmers are permitted except in the spa.
- (k) Pool hours are dawn to dusk with the exception of periods of cleaning and/or other maintenance activity.
- (l) No pool furniture of any kind will be removed from the area. No pool furniture is allowed in the pool or the spa.

- (m) No running on the pool deck. NO DIVING OR JUMPING into the pool or spa.
- (n) No electrical devices are permitted in the vicinity of the pool or spa unless battery operated. All such equipment, including radios, tape players, compact disc players, and televisions are to be kept to a minimum sound level.
- (o) No animals are allowed on the pool deck or in the pool or spa.
- (p) No smoking is allowed in the swimming pool or spa.
- (q) Users of the pool, spa, and pool area etc., will place all their garbage, litter and trash in an appropriate trash container.
- (r) No unauthorized person will tamper with or adjust the pool filtering equipment or pool/spa heating equipment.
- (s) No flotation devices of any kind may be used in the spa by anyone.
- (t) Children less than twelve (12) years of age are not permitted to use the spa. Children more than twelve (12) years of age are strictly forbidden to use the spa unless a parent or legal guardian is in the water with them.
- (u) Children must be toilet trained to enter the pool. Diapers are not allowed in the pool. Children must wear swim suits.
- (v) Children under the age of twelve (12) years may use the pool when accompanied by a responsible adult. Flotation devices may be used only when the child is supervised directly by the responsible adult and such person is in the water with the child. At no time may a child with a flotation device on be in the pool without a responsible adult being present.
- (w) Children who cannot swim must have a responsible adult with them at all times while at the swimming pool.
- (x) During periods of low temperatures, the heaters for the pool and spa will not be operational.

8. TENNIS COURTS:

- (a) Tennis hours are between 7:30 a.m. and 9:00 p.m. If courts are lighted, this time will be extended to 10:00 p.m.
- (b) The time limit for singles is one (1) hour, and doubles is one and a half (1 ½) hours. Time limits are applicable when other residents are waiting for a court. When there is no one waiting, time limits do not apply as long as the court hours of operation are not violated.

- (c) Tennis courts are to be used for their intended sport only.
- (d) Proper tennis attire is required on tennis courts. Shirts, tennis shoes and shorts must be worn. No cut off shorts are allowed. Long pants are suitable as are skirts for women if called for by the weather.
- (e) Courts can be reserved up to twenty-four (24) hours in advance. Check the sign-up board located at the courts. Be on time for your court. Starting time plus ten (10) minutes is allowed before losing a court.
- (f) Courts are to be broomed and lines brushed after each use.

9. **BOAT BASIN:**

- (a) Assignment of slips will be made by the Board of Directors. Requests for a slip assignment must be made in writing to the Board of Directors.
- (b) Only one boat slip may be assigned to any owner and that slip is to be used only by the owner's boat - no subleasing or renting is permitted.
- (c) Slips unoccupied for periods of ninety (90) days or more may be reassigned to another owner.
- (d) Boat slips are to be used for boat mooring only. No living aboard overnight, partying or permanent occupancy is permitted.
- (e) The maximum length of a boat to be moored in the boat slips will be no more than twenty-six to twenty-eight feet (26-28') to be determined at the discretion of the boat lift operator.
- (f) Boats are to be moored securely at both bow and stern.
- (g) Engines shall not be run after 8:00 p.m. or before 7:00 a.m. without necessity so as not to disturb residents in the vicinity.
- (h) No jet skis of any type are permitted at any time.
- (i) When the assignee of a boat slip sells his or her unit, the slip is not automatically transferred to the purchaser of the unit.
- (j) No fishing is allowed in the boat basin. This includes fishing from the dock, or the sea wall.
- (k) No swimming or wading is allowed.
- (l) No anchoring or drifting is allowed.

- (m) All vessel ropes, lines, power cords, etc., will be placed so as to avoid hindering foot traffic on the walkways.
- (n) Dock boxes are not allowed.
- (o) Children under twelve (12) years of age must be accompanied by an adult.
- (p) All vessels must be kept in good condition. This applies to all visible equipment used on the vessel. All vessels will have a valid Florida State License and adequate property damage liability insurance coverage.
- (q) Designated holding slips used while waiting to be lifted from the salt water marina area to the fresh water canal area are only for short term use and are not to be used for more than periods of forty-eight (48) hours by residents of the community.