

DECLARATION OF CONDOMINIUM

OXFORD HOUSE OF PORT CHARLOTTE - A CONDOMINIUM

I.

SUBMISSION STATEMENT

GENERAL DEVELOPMENT CORPORATION, a Delaware corporation authorized to do business in Florida, hereinafter sometimes referred to as the "Developer", hereby states and declares that it is the owner and holder of the fee simple title in and to the real property hereinafter described in Article III hereof entitled "LAND", and hereby declares said real property to be Condominium property and does hereby submit the same to Condominium ownership pursuant to Chapter 711, Florida Statutes, the Condominium Act, as amended (hereinafter referred to as "the Condominium Act"), upon the terms, conditions, restrictions, reservations and limitations hereinafter set forth. Except where variances permitted by law appear in this Declaration, or in the annexed By-Laws, or in lawful amendments to any of them, the provisions of the Condominium Act as presently constituted, or as the same is amended from time to time, including the definitions therein contained, are adopted and included herein by express reference.

II.

NAME

The name by which this Condominium is to be known and identified is: OXFORD HOUSE OF PORT CHARLOTTE - A CONDOMINIUM.

PREPARED BY:
ROBERT I. SHAPIRO, ESQ.
Shapiro & Marcus
507 Northeast Airlines Building
Miami, Florida 33131

FOR SURVEY, PLOT PLAN AND
GRAPHIC DESCRIPTION (EXHIBIT #1)
REFERRED TO IN THIS DECLARATION
SEE CONDOMINIUM PLAN
BOOK 1, PAGE 24-A,
PUBLIC RECORDS OF CHARLOTTE
COUNTY, FLORIDA.

III.

LAND

The legal description of the real property included in the Condominium and submitted herewith to Condominium ownership is as follows:

That portion of Section 15, Township 40 South, Range 22 East, Charlotte County, Florida, being more particularly described as follows:

COMMENCE at the intersection of the centerline of Aaron Street (O. R. B. 260, Page 116, Charlotte County, Florida) and the centerline of Gertrude Avenue (O. R. B. 242, Page 439, Charlotte County, Florida.) thence S 89° 50' 39" E along the centerline of said Gertrude Avenue a distance of 405.05 feet; thence S 00° 09' 21" W, leaving said centerline a distance of 35.00 feet to a point on the South right of way of said Gertrude Avenue and the POINT OF BEGINNING of the following described tract of land; thence S 00° 09' 21" W a distance of 185.00 feet; thence N 89° 50' 39" W a distance of 367.71 feet to a point on the East right of way of said Aaron Street; thence N 00° 14' 23" E along said East right of way a distance of 99.48 feet to a point on a circular curve to the right having a radius of 3060.00 feet; thence Northeasterly along the arc of said curve thru a central angle of 01° 08' 36" a distance of 61.06 feet to a point on a circular curve to the right having a radius of 25.00 feet; thence Northeasterly along the arc of said curve thru a central angle of 88° 37' 01" a distance of 38.67 feet to a point on the South right of way of said Gertrude Avenue; thence S 89° 50' 39" E along said South right of way a distance of 341.94 feet to the POINT OF BEGINNING. Containing 1.56 acres more or less.

SUBJECT TO:

Reservations, restrictions, limitations and easements of record.

The ingress and egress easements shown by the dashed lines on the Survey, Plot Plan and Graphic Description of Improvements, described in Article V of this Declaration, and constituting Exhibit # 1 to this Declaration, are reserved for the use and benefit of the Developer, the duly constituted public authorities, and such owners and/or occupants of any part of the property located within the real estate development commonly known as Charlotte Square and their servants, employees and lawful guests, as the Developer, from time to time, may appoint or designate in accordance with Paragraph D in Article XXX of this Declaration of Condominium.

IV.

IDENTIFICATION OF UNITS

The Condominium property consists of the land described in Article III hereto, all easements and rights appurtenant thereto, together with the buildings and other improvements constructed thereon, which includes the units, common elements and limited common elements. In addition, the Condominium property shall include as a common element, any interest in real or personal property acquired by the Condominium Association in accordance with the provisions of Section 711.121 of the Condominium Act as amended. The principal improvement on the real property submitted herewith to Condominium ownership consists of a two-story apartment building. There are sixteen apartments on the ground floor numbered 101 through 116 inclusive, and sixteen apartments on the second floor numbered 201 through 216 inclusive. Apartments numbered 102, 107, 108, 110, 115, 116, 202, 207, 208, 210, 215 and 216 each contain one bedroom and one bath in addition to other living areas described in the Survey, Plot Plan and Graphic Description of Improvements recorded herewith as Exhibit #1. All other apartments, to-wit: 101 and 103 through 106 inclusive, 109 and 111 through 114 inclusive, 201 and 203 through 206 inclusive, 209 and 211 through 214 inclusive, each contain two bedrooms and two baths in addition to other living areas described on the Survey, Plot Plan and Graphic Description of Improvements recorded herewith as Exhibit #1. Each of said apartments, together with its attached porch, if there be one, is a Condominium Unit and each of said units is subject to private ownership.

A. Each numbered unit shall have as its boundary lines the interior unpainted finished surfaces of the ceiling, floor and perimeter walls. All bearing walls located within an apartment constitute part of the common elements up to the unfinished surface of said walls.

B. The boundary lines of each apartment porch are the interior vertical surfaces thereof and the exterior unpainted finished surface of the perimeter walls abutting the porch and the interior finished surfaces of the floor and ceiling of said porch.

C. Each Condominium parcel includes the undivided interest of each unit owner in and to the common elements, it being understood that all conduits and wires up to their outlets and all other utility lines and pipes up to their outlets, regardless of location, constitute parts of the common elements. Each Condominium parcel includes the Condominium unit together with the undivided share in the common elements which is appurtenant to that unit, and the interest of each unit in any limited common elements appurtenant to that unit such as parking spaces and storage spaces.

V.

SURVEY, PLOT PLAN AND
GRAPHIC DESCRIPTION OF
IMPROVEMENTS

A. There is attached hereto as an exhibit and made a part hereof, and recorded simultaneously herewith, a Survey, Plot Plan and Graphic Description of the Improvements mentioned above, showing the units, common elements and limited common elements, their location and approximate dimensions in sufficient detail to identify them, and said Survey, Plot Plan and Graphic Description of Improvements and the notes and legends appearing thereon are made a part hereof and shall be deemed and identified as Exhibit #1 to the Declaration. Said Exhibit #1 has been certified to and in the manner required by Section 711.08(1)(c) Florida Statutes, the Condominium Act.

B. Limited common elements are identified upon Exhibit #1 constituting storage spaces and parking spaces within the Condominium property. The limited common elements constituting storage spaces are not assigned to the various units in this Declaration nor in Exhibit #1 attached hereto.

The Condominium Association hereinafter provided for shall distribute and attribute the aforementioned storage spaces to the units. In making such appointments and designations, storage spaces shall be apportioned among the units such that each unit shall have the same storage space (in volume and configuration) as every other unit insofar as the configuration of the building and of the spaces shall allow. Any storage spaces not assigned by the Condominium Association shall, during the period when they are not assigned, be deemed common elements. It shall not be necessary that the designation of the storage space attributable to a unit be recorded among the Public Records. The Condominium Association may from time to time, should there be need, change the storage space attributable to a unit, provided only that each unit shall have essentially equivalent storage space. This provision is herein provided in contemplation of the fact that from time to time one or more unit owners may be under a physical disability which would require the appointment of storage spaces more convenient to their units, and to give the Condominium Association the power and flexibility to meet such a situation. Parking spaces reflected on the Survey, Plot Plan and Graphic Description of Improvements (Exhibit 1 hereto) have been numbered with identifying numbers 1-A through 12-A inclusive, 1-B through 12-B inclusive, 1-C through 9-C inclusive, and 1-D through 15-D inclusive. These parking spaces shall likewise constitute limited common elements to the units to which they shall be assigned in the manner hereinafter provided. Subsequent to the recording of this Declaration of Condominium, the Developer, GENERAL DEVELOPMENT CORPORATION, a Florida corporation, shall assign the parking spaces in this Condominium to the various units and shall record among the Public Records of Charlotte County, Fla. as such assignments are made, an instrument executed with the formalities of a deed designating the assignment of said parking spaces to the Condominium unit or units to which such parking spaces shall thereafter be appurtenant as a limited common element. From and

after the recording of such designation by the Developer with respect to any Condominium unit and any parking space designated as appurtenant thereto, such parking space or spaces shall constitute a limited common element to the unit to which they are appurtenant and may not thereafter be removed as a limited common element appurtenant to said unit without the written consent of the owner of the unit to which they are appurtenant.

The Developer in assigning from time to time the various parking spaces to the Condominium units shall nevertheless be required to assign or reserve at least one parking space to or for each Condominium unit. Parking spaces assigned as limited common elements appurtenant to a unit are reserved for the use of that unit (and the owners and occupants of that unit) to the exclusion of all other units. Parking spaces may be designated by the Developer as common elements of the Condominium not appurtenant to any specific unit and such parking spaces shall thereafter be subject to such use as the Condominium Association shall from time to time direct, and may be made available for guest parking. Parking spaces designated common elements by the Developer may, with the approval of a majority of the whole number of unit owners, be designated by the Condominium Association as limited common elements to one or more units; providing that such designation is executed with the formality required of deeds by the authorized officers of the Condominium Association, and sets forth that the approval of a majority of the whole number of unit owners to such designation was obtained at a meeting of unit owners (members of the Condominium Association) called at least in part for the purpose, or obtained in writing and on file with the Condominium Association, either of which procedures shall be valid for the purposes mentioned herein.

From and after the recording of such designation among the Public Records of Charlotte County, Fla., the subject parking space or spaces shall become limited common elements to the unit or units to which they have been so assigned to the same effect with the same results as if

VI.

UNDIVIDED SHARES IN THE COMMON ELEMENTS
AND SHARE IN THE COMMON EXPENSES AND
COMMON SURPLUS APPURTEnant TO EACH UNIT

A. Each unit shall have as an appurtenance thereto an undivided share in the common elements as set forth in Schedule A contained in the Exhibit #2 attached hereto and made a part hereof.

B. The common expenses shall be borne by the Condominium unit owners and the said unit owners shall share in the common surplus in the proportions set forth in Schedule B contained in Exhibit #2 attached hereto and made a part hereof.

VII.

MEMBERSHIP IN THE CONDOMINIUM
ASSOCIATION AND VOTING RIGHTS
OF OWNERS OF UNITS

Every owner of a Condominium parcel, whether he has acquired title by purchase from the Developer, the Developer's Grantee, successors or assigns or by gift, conveyance or by operation of law, is bound to and hereby agrees that he shall accept membership in the Condominium Association described in Article X. of this Declaration and does hereby agree to be bound by this Declaration, the By-Laws of the Condominium Association and the rules and regulations enacted pursuant thereto and the provisions and requirements of the Condominium Act and of lawful amendments thereto. Membership is automatic upon acquisition of ownership of a condominium unit and may not be transferred apart and separate from a transfer of the ownership of the unit. Membership shall likewise automatically terminate upon sale or transfer of the unit, whether voluntary or involuntary.

The owner of every Condominium parcel shall accept ownership of said parcel subject to restrictions, easements, reservations, conditions and limitations now of record and affecting the land and improvements constituting Condominium property.

Subject to the provisions and restrictions set forth in the By-Laws

of the Condominium Association, each unit owner is entitled to one vote in the Condominium Association for each unit owned by him. If a person or corporation owns more than one unit, he or it shall be entitled to one vote for each unit owned. Voting rights and qualification of voters and membership in the corporation are more fully stated, qualified and determined by the provisions of the charter of the Association and by its By-Laws, which By-Laws are attached hereto and made a part hereof as.

Exhibit #3.

VIII.

AMENDMENT TO DECLARATION

A. Except as provided in Paragraph B below, this Declaration may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners of the Condominium called in accordance with the By-Laws, at which a quorum is present, such amendment to be by the affirmative vote of 2/3rds of the unit owners present at such meeting. Such amendment shall be duly recorded in compliance with Section 10 of the Condominium Act. No amendment shall change any Condominium parcel nor the share of the common elements, common expenses or common surplus attributable to any parcel, nor the voting rights appurtenant to any parcel, unless the record owner or owners thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendments; provided, further, that no amendment of the Declaration which in any way affects, changes or alters Article XXIV (entitled "Recreational Facilities") or the obligations of the Condominium with respect to the lease of the recreational area, shall ever be effective for any purpose or binding on the lessor thereof, its successors and assigns without the consent of the said lessor in writing first had and obtained, executed with the formalities required for Deeds, this provision in the Declaration being an essential consideration to the lessor to make said lease.

B. The provisions of Paragraph A above notwithstanding, no provision of this Declaration or of the By-Laws of the Condominium Association which requires to be effective, operational or to be enacted, a vote of the unit owners greater than that required in Paragraph A above, shall be amended or changed by any amendment to this Declaration or to the By-Laws of the Condominium Association insofar as they appertain to said provision or provisions, unless in addition to all other requirements of Paragraph A being met, said amendment or change shall be approved. —

by a vote of the membership not less than that required by this Declaration or the By-Laws, whichever shall be applicable, to effect such provision or provisions. Furthermore, no amendment or change to this Declaration or to the By-Laws of the Condominium Association shall be effective to affect or impair the validity or priority of any mortgage encumbering a condominium parcel or parcels without the written consent thereto by all of the mortgagee's owning and holding the mortgage or mortgages encumbering the said parcel or parcels, which consent shall be executed with the formalities required for Deeds and filed of record with the aforesaid amendment.

IX.

BY-LAWS

The operation of the Condominium property shall be governed by the By-Laws which are annexed to this Declaration as Exhibit #3 and made a part hereof. Said By-Laws may be amended in the same manner and with the same vote required as for amendments to this Declaration.

X.

CONDOMINIUM ASSOCIATION

The Association responsible for the operation of this Condominium is OXFORD HOUSE OF PORT CHARLOTTE - A CONDOMINIUM, INC., a Florida corporation, not for profit. The Association shall have all of the powers, rights and duties set forth in the Condominium Act, as well as the powers and duties set forth in the Declaration, the By-Laws and the regulations enacted pursuant to such By-Laws. The Association is sometimes referred to herein as the Association, the Condominium Association, the condominium corporation, or the corporation.

XI.

PURPOSE AND USE RESTRICTIONS

Condominium units shall be used and occupied by the respective owners thereof, as private single family residences, for themselves, their

families, and social guests, and for no other purpose.

In order to provide for a congenial occupation of the Condominium and to provide for the protection of the value of the apartments, the use of the property shall be restricted to and be in accordance with the following provisions:

A. The apartments shall be used for single family residences only.

B. The common elements shall be used for the furnishing of services and facilities for which they are reasonably intended, for the enjoyment of the unit owners, and subject to such regulation by rules and by-laws as may in the opinion of the Condominium Association achieve the maximum beneficial use thereof.

C. Persons who are not seventeen years of age or older shall not be permitted to use the recreation facilities of this condominium unless under the supervision of an adult, except to the extent and under such conditions as the Condominium Association may provide by regulation.

D. No nuisance shall be allowed upon the Condominium property, nor shall any practice be allowed which is a source of annoyance to residents, or which will interfere with the peaceful possession and proper use of the Condominium property by its residents.

E. No unit owner shall permit or suffer anything to be done or kept in his apartment which will increase the rate of insurance on the Condominium property.

F. No immoral, improper, offensive, or unlawful use shall be made of the Condominium property or of any condominium unit, or any part thereof.

G. No for sale or for rent signs or other signs shall be displayed by any individual unit owner on his condominium parcel, or any part of the Condominium property, nor shall any external T. V. or radio antenna be erected upon or affixed to the Condominium property or apartment house without the approval of the Association.

H. Regulations concerning use of the common elements, and limited common elements may be promulgated by the corporation. Copies of all additional regulations shall be furnished to all unit owners.

XII.

CONVEYANCES

A. In order to assure a community of congenial residents, and thus protect the value of the apartments, and to further the continuous harmonious development of the condominium community, the sale, lease, and mortgage of apartments shall be subject to the following provisions which shall be covenants running with the land so long as the Condominium property shall be subject to the condominium form of ownership under the laws of the State of Florida.

B. In the event of an attempted conveyance in contravention of the directions herein contained, the Condominium corporation shall have the right to enforce these provisions by legal proceedings, by injunctive proceedings, or by any legal means calculated to produce compliance.

C. (1) A unit owner, intending to make a bona fide sale or lease of his parcel, or any interest therein, shall give to the corporation a written notice of his intention to sell or lease, together with the name and address of the intended purchaser or lessee, and such other information as the corporation may reasonably require, and the term of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the parcel owner, that the apartment owner believes the proposal to be bona fide, in all respects.

(2) Within twenty (20) days after the receipt of such notice the corporation shall either approve of the transaction or furnish a purchaser or lessee approved by the corporation and give notice thereof to the apartment owner desiring to sell or lease, such purchaser or lessee to be one who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or

lessee furnished by the corporation may have not less than thirty (30) days subsequent to the date of approval within which to close.

(3) Approval shall be in recordable form signed by an executive officer of the corporation, and shall be delivered to the purchaser or lessee and made a part of the conveyancing document.

(4) Failure of the corporation to act in twenty (20) days shall be deemed to constitute approval in which event the corporation must on demand prepare and deliver approval in recordable form.

(5) The provisions of this Article XII shall apply to subleases, assignments of leases, and to original and all successive transfers, sales, leases, subleases or assignments.

D. No unit owner shall sell or lease, nor shall approval be given until and unless all assessments past due are paid, or their payment provided for, to the satisfaction of the corporation; and unless the proposed lessee can qualify as to use restrictions.

E. If a unit owner shall lease his unit, he shall remain liable for the performance of all of the agreements and covenants in the Condominium documents, and shall be liable for the violations by his lessee of any and all use restrictions.

F. Every purchaser, or lessee, who acquires any interest in a condominium parcel, shall acquire the same subject to this Declaration, the provisions of the By-Laws of the Condominium corporation and the provisions of the Condominium Act.

G. Should any condominium unit (parcel) at any time become subject to a mortgage or similar lien given as security, in good faith and for value, the holder thereof, hereinafter called the "Mortgagor", upon becoming the owner of such interest through whatever means, shall have the unqualified right to sell, lease or otherwise dispose of said unit (parcel), including the fee ownership thereof, without complying with the provisions of Paragraphs C. and D. of this Article XII; provided, however,

that in all other respects, the provisions of this Declaration, the By-Laws of the Association and the provisions of the Condominium Act, shall be applicable thereto; and provided further, that nothing herein contained shall be deemed to allow or cause a severance from the condominium unit of the share of the common elements and limited common elements or other appurtenances of said unit. Once the Mortgagee mentioned above has sold, transferred or conveyed his fee simple interest to any person whatsoever, the provisions of Paragraphs C. and D. shall then again be fully effective with regard to subsequent sales or conveyances of said unit (parcel).

XIII.

RIGHTS OF HEIRS AND DEVISEES OF DECEASED UNIT OWNERS

A. If the owner of a condominium parcel should die and the title to his parcel shall pass to his surviving spouse or to any member of his family regularly in residence with him in the condominium parcel prior to his death, who is over the age of sixteen (16) years, then such successor in title shall fully succeed to the ownership, rights, duties and obligations of the unit owner, the provisions of Article XII of this Declaration notwithstanding.

B. If the title to the condominium parcel of such deceased owner shall pass to any person other than a person or persons designated in Paragraph A. above, then within sixty (60) days of such person or persons' taking title, occupancy or possession of the parcel of the deceased owner, he shall advise the Association in writing of his intention of residing in the parcel and of his or their current address. The Association shall have thirty (30) days thereafter to advise said person or persons in writing, delivered or mailed to the said current address, whether or not his or their occupancy and ownership of the parcel is approved. The failure of the Association to give such advice within the said thirty (30) days shall

be deemed automatic approval. If the Association does not approve the ownership and/or occupancy of the parcel by said person or persons and so notifies them, said person or persons shall remain in occupancy only until the Association or such person or persons shall have procured a purchaser acceptable to the Association for said parcel at a fair market value therefor, established by the Association, which value shall be conclusive upon all persons for all purposes unless grossly inadequate or fraudulent, which purchaser may be the Association. Thereupon the person or persons having title, possession and/or occupancy of said parcel shall execute such papers and documents as the Association may require to effect the transfer of title, possession and occupancy of the parcel to such purchaser, and shall deliver possession and occupancy of the parcel to such purchaser.

C. Nothing in this Article shall be deemed to reduce, forgive or abate any amounts due the Association from the unit owner at the time of his death, nor the assessments attributable to the unit becoming due after the unit owner's death, all of which shall be fully due and payable as if the unit owner had not died.

D. Nothing herein shall prevent the sale and transfer of a condominium parcel by the owner thereof in the manner otherwise provided in this Declaration.

XIV.

ASSESSMENTS

A. The Condominium Association, through its board of directors, shall have the power to make and collect assessments, and special assessments, and such other assessments as are provided for by the Condominium law, this Declaration and the By-Laws.

B. Common expenses shall include but not be limited to costs and expenses of operation, maintenance and management, property taxes and assessments against the Condominium property (until such time as any of such taxes and assessments are made against the condominium parcels individually and thereafter only as to such taxes or assessments,

if any, as may be assessed against the condominium as a whole), insurance premiums for fire, windstorm and extended coverage insurance on the condominium real property and condominium personal property, premiums for public liability insurance, legal and accounting fees, management fees, operating expenses of the property and the corporation; maintenance, repairs and replacements (but only as to the common elements and limited common elements, except for emergency repairs, or replacements deemed necessary to protect the common elements and properly chargeable to the individual condominium parcel concerned), charges for utility and water used as common for the benefit of the condominium; cleaning and janitor service for the common elements and limited common elements, expenses and liabilities incurred by the corporation in and about the enforcement of its rights and duties against the members, or others, and the creation of reasonable contingency or reserve requirements for the protection of the members, and the condominium property — (i. e., reserve for replacements, operating reserve to cover deficiencies in collections), and all other expenses declared by the directors of the Association to be common expenses, from time to time, and any and all other sums due from the Association under the lease, contract or undertaking for recreational facilities, provided for in Article XXIV, hereof.

C. The Association shall estimate from time to time the amount of common expenses it expects to incur and the period of time involved therein, and may assess sufficient monies from unit owners to meet this estimate. Assessments for common expenses shall be borne by unit owners in the proportions of shares set forth in Paragraph B. of Article VI, hereof pertaining thereto. Assessments shall be payable monthly or in such other installments and at such times as may be fixed by the board of directors.

D. Should the Association through its directors at any time determine that the assessments made are not sufficient to pay the common

expenses, or in the event of emergencies, the board of directors shall have authority to levy and collect additional assessments to meet such needs of the Association.

E. All notices of assessments from the Association to the unit owners shall designate when they are due and payable. Assessments and installments thereof not paid when due shall bear interest from due date at six (6%) per cent per annum.

F. In the event that assessments levied against any unit owner or any installments thereof shall remain unpaid for ninety (90) days or more, then so long as such delinquent assessments and/or installments are not received by the Association such unpaid assessments and/or installments shall be deemed to be a common expense of the corporation to be paid out of corporation reserves, or surplus, and in the event said reserves or surplus are exhausted, then by means of a special assessment, as the Board of Directors of the corporation shall determine. Nothing herein shall be deemed to forgive or abate the obligation of the delinquent unit owner to pay the amount of such unpaid assessments to the Association or to pay assessments thereafter becoming due.

XV.

LIEN OF THE ASSOCIATION

The Corporation shall have a lien on each condominium parcel for any unpaid assessment, and interest thereon against the unit owner of such condominium, as provided in the Condominium Act. In the event such lien is asserted or claimed, the delinquent unit owner agrees to pay reasonable attorneys fees sustained by the Corporation incident to the collection of such unpaid assessment or the enforcement of such lien, and that the said lien shall also secure the payment of such attorneys fees. Said lien shall be effective from and after its recording in accordance with Section 711.15 of the Laws of Florida (Section 15 of the Condominium Act), and shall otherwise be enforceable as provided in the Condominium Act.

XVI.

PROVISIONS RE TAXATION

The Condominium Act (Section 19) provides that property taxes and special assessments shall be assessed against and collected on the condominium parcels, and not upon the condominium property as a whole. Such taxes, when assessed, shall be paid by each parcel owner, in addition to the payment of such parcel owner's share of common expenses.

However, until such procedure is put into effect and operation by the taxing authorities, it is likely that tax bills may be rendered against the entire condominium property, including common elements and condominium units. In such case, the tax will be apportioned against each parcel, according to the schedule of the ownership of common elements contained in Schedule A of Exhibit 2, but otherwise shall be treated as a part of the common expenses of the Condominium Association.

Whenever a tax is assessed against the condominium property as a whole, instead of against each parcel, it shall be treated as a common expense, in accordance with the provisions of this Article XVI.

XVII.

MAINTENANCE AND REPAIR

1. The owner of each condominium unit at his own expense shall see to, and maintain, and be responsible for the maintenance of his unit, all equipment and fixtures therein, including but not limited to all air conditioning equipment used in or appurtenant to that unit, including compressors, whether located in that unit or on the common elements; and must promptly correct any condition which would, if left uncorrected, cause any damage to another unit, and shall be responsible for any damages caused by his non-action. Furthermore, the owner of each unit shall, at his own expense, be responsible for the upkeep and maintenance, including but not limited to painting, replastering, sealing and polishing of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary lines of the unit (including the attached porch), and such owner shall at his own expense

replace when necessary all screening within or in a unit (including its attached porch), within ~~or~~ in the perimeter walls of a unit (including its attached porch), and all window glass in windows in the perimeter walls of the unit (including its porch).

2. The Association shall be responsible for and shall see to the maintenance, repair and operation of the common elements and limited common elements of the Condominium. The Association shall have all powers necessary to discharge this responsibility, and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Declaration and the By-Laws of the Association.

XVIII.

ALTERATION OF UNITS

No owner of a condominium unit shall make or cause to be made any structural modifications or alterations in his unit, or in the water, gas, electrical, plumbing, air conditioning equipment, or utilities therein, without the consent of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration or modification would in any manner endanger the building. If the modification or alteration desired by a unit owner involves the removal of any permanent interior partition, the corporation may permit same, if the same is not a load bearing partition, and if the same does not interfere with any common utility source. No unit owner shall cause any improvements or changes to be made to the exterior of the building, including painting, installation or electric wires, TV antennae or air conditioning units which may protrude through the walls or the roof of the building or in any manner change the appearance of the exterior of the building or any portion not within the unit, without consent of the Association.

XIX.

ALTERATIONS, ADDITIONS AND IMPROVEMENTS TO COMMON ELEMENTS

The Association shall have the right to make or cause to be made substantial and material alterations, improvements and additions to the common elements, in accordance with the following provisions:

- 1) A special meeting of all of the unit owners may be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than ten (10) days' nor more than thirty (30) days' notice.
- 2) Two-thirds (2/3rds) of all the unit owners shall vote in favor of the proposal in person or by proxy.
- 3) The cost of such alteration, improvement or addition shall be assessed and collected as a common expense, but each unit owner shall bear that portion or share of such cost as is the same as the share of the common elements appurtenant to his unit, as such shares are set forth in Paragraph A of Article VI of this Declaration.

LIABILITY INSURANCE

The Board of Directors of the Association shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the common elements and limited common elements of this Condominium.

The Board of Directors shall collect and enforce the payment of a share of the premium for such insurance from each unit owner as an assessment in accordance with the percentages set forth in Article VI, Paragraph B., of this Declaration. Each individual unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own unit. In accordance with the provisions of the Condominium Act, the liability of a unit owner for common expenses shall be limited to amounts for which he is assessed from time to time in accordance with the Condominium Act, this Declaration and the By-Laws. The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

PROVISIONS FOR CASUALTY INSURANCE,
PAYMENT OF PROCEEDS, RECONSTRUCTION, INSURANCE TRUSTEE

A. Purchase of Insurance. The Board of Directors of the Association shall keep insured the condominium property, including the entire building erected upon the condominium land, all fixtures and personal property appurtenant thereto, and all units contained therein, in and for the interest of the Association, all unit owners and their mortgagees as their interests may appear, in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance

carried against loss or damage by fire and hazards covered by a standard coverage endorsement, and (b) such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the building erected upon the condominium land.

B. Assured and Loss Payable. All casualty insurance policies

purchased by the Association hereunder shall be for the benefit of the Association, all unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to a Trustee which shall be any Bank or Trust Company authorized to and doing business in the State of Florida, designated by the Board of Directors of the Association and approved by a majority of the mortgagees of the units in the condominium property (the term "majority" meaning the holders of debts secured by first mortgages, the unpaid principal balance of which is more than one-half of the principal balance of all first mortgages on said units). Said Trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums, nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible only for monies which come into its possession and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust pursuant to the terms of the Trust Agreement between the Association and the Insurance Trustee, which shall not be inconsistent with any of the provisions herein set forth.

C. Payment of Premiums: Trustee's Expenses and Collection.

The Board of Directors shall collect and pay the premiums for casualty insurance and all fees and expenses of the Insurance Trustee as a part of the common expenses for which assessments are levied. Each unit owner shall pay and be responsible for casualty insurance premiums and all fees and expenses of the Insurance Trustee in the same manner as all other assessments.

D. Mandatory Repair. Unless there occurs substantial damage to or destruction of all or a substantial part of the condominium property, as hereinafter defined, and subject to the provisions hereinafter provided, the Association and the unit owners shall repair, replace and rebuild the damage caused by casualty loss and pay the costs of the same in full.

The Association shall levy assessments in the event insurance proceeds are insufficient for the purpose of repairing, replacing and rebuilding the damage caused by casualty loss, which shall be borne by the unit owners in proportion to the shares set forth in Paragraph A. of Article VI hereof.

E. Determination of Damage and Use of Proceeds:

(1) Immediately after a casualty causing damage to any part of the condominium property, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss; provided, however, that if a casualty causing damage is limited to a single unit, then it shall be the responsibility of that unit owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment against all unit owners for that portion of the deficiency related to common elements and limited common elements, in accordance with the percentages set forth in Paragraph A. of Article VI of this Declaration, and against the individual unit owners for that portion of the deficiency related to individual damaged units; provided, however, that if, in the opinion of the Board of Directors, it is impossible to accurately and adequately determine the portion of the deficiency relating to individual damaged units, the Board of Directors shall levy the special assessment for the total deficiency against each of the unit owners according to the percentages set forth in Paragraph A. of Article VI of this Declaration.

(2) Unless there occurs substantial damage to or destruction of all or a substantial portion of the condominium property, and the unit owners fail to elect to rebuild and repair as provided in Paragraph F. below, the Insurance Trustee shall disburse the net proceeds and the funds collected by the Board of Directors from the assessment hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the unit owners and their mortgagees, as their interests may appear, and the proceeds of insurance and the funds collected by the Board of Directors from the assessments as hereinabove provided shall be held by the Insurance Trustee in trust for the use and purposes herein provided. The Insurance Trustee shall have no obligation or duty to see that the repairs, reconstruction or replacements required hereunder are performed or accomplished, but such duty shall be the Association's.

F. Total Destruction. As used in this Declaration, and in any other connection or context dealing with this condominium, the term "substantial damage to or destruction of all or a substantial portion of the condominium property" shall mean that two-thirds (2/3rds) or more of the apartment units are rendered untenantable by casualty loss or damage. Should there occur substantial damage to or destruction of all or a substantial part of the Condominium property, the condominium project shall not be reconstructed unless two-thirds (2/3rds) of the unit owners shall agree thereto, in writing, within sixty (60) days after the casualty loss or damage occurs. In the event such reconstruction is not approved as aforesaid, the Insurance Trustee is authorized to pay proceeds of the insurance to the unit owners and their mortgagees as their interests may appear, and the condominium property shall be removed from the provisions of the Condominium Act with the results provided for by Section 16 of the Condominium Act, as amended. The determination not to reconstruct after casualty shall be evidenced by a certificate, signed by one of the officers of the Association, stating that the said sixty-day period has elapsed and that the Association has not received the necessary writings from two-thirds (2/3rds) of the unit owners.

G. Rights of Mortgagees. If any first mortgagee of any condominium unit shall require it, the Association shall from time to time deposit in a savings account established for the purpose, or with the Insurance Trustee, sufficient monies in escrow to insure the payment of the casualty insurance premiums insuring the Condominium property. A majority of such mortgagees as hereinabove defined may designate the Bank, Savings and Loan Association or Insurance Trustee as the depositary of these funds and may determine the provisions of the escrow, but only one such escrow account shall be required. However, the Association shall not be required to fund this escrow more frequently than once a month nor deposit therein from month to month an amount greater than one-twelfth (1/12th) of the reasonably estimated casualty insurance premium next due, per month. Any mortgagee in any mortgage which in accordance with the provisions of the mortgage shall have the right to demand insurance proceeds in the event of a casualty loss to the property secured by said mortgage waives the right to such proceeds if the proceeds are used pursuant to this Declaration of Condominium to repair, replace or restore the property subject to the mortgage lien. However, nothing herein shall be deemed a waiver by the mortgagee of its rights, if any, to require that any surplus proceeds over and above the amounts actually used for repair, replacement or reconstruction of the property subject to the mortgage, be distributed to the mortgagee and the unit owner as their interests may appear. The owner and holder of any first mortgage on any unit shall have the right to approve the plans and proposals for any repairs, reconstruction or replacements to the unit or units encumbered by its mortgage or mortgages, and no such repairs, reconstruction or replacements shall be begun or undertaken without such approval, which approval shall not be unreasonably withheld.

H. Association as Agent. The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association, and to execute releases therefor.

XXII.

MORTGAGES

An owner who mortgages his condominium parcel must notify the Corporation of the name and address of his mortgagee, and the Corporation shall maintain such information in a register which shall, among other things, contain the names of all of the owners of condominium parcels and the names of mortgagees holding mortgages on condominium parcels. The failure to notify the condominium corporation of the existence of a mortgage shall in no way impair the validity of the mortgage. If an owner mortgages his condominium parcel, he shall not be permitted to modify, alter or change the physical aspect of the apartment without the written authorization of the mortgagee. The Corporation shall, at the request of a mortgagee, report any unpaid assessments due from the owner of a condominium parcel.

XXIII.

DEVELOPERS' UNITS, RIGHTS
AND PRIVILEGES

The provisions of Article XII hereof respecting sale, transfer and lease of condominium parcels, shall not be applicable to the Corporation submitting the condominium property to condominium ownership, to wit: The Developer. The Developer reserves the right to and has the right to sell, lease or rent condominium units and parcels to any purchaser approved by it, subject, however, to the use restrictions provided. The Developer shall have the right to transact any business necessary to consummate the sale of units, including but not limited to the right to maintain models, advertise on the premises, and use the common elements. In the event there are unsold parcels, the Developer retains the right to ownership thereof under the same terms and obligations as other owners of condominium parcels. The Developer

may sell, lease or rent parcels owned by it to any person or persons whatsoever and the provisions of Paragraphs C and D of Article XII shall not be applicable to the Developer or to any such sale, conveyance or lease by the Developer, notwithstanding anything to the contrary contained in this Declaration, the By-Laws or the Charter of the Association. This Article XXIII shall not be amended without the written consent of Developer.

XXIV.

RECREATIONAL FACILITIES

A. The Condominium Association may acquire and enter into agreements from time to time whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities including but not limited to country clubs, golf courses, marinas and other recreational facilities whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation and other use or benefit of the unit owners. The expenses of rental, membership fees, operations, replacements and other undertakings in connection therewith shall be common expenses together with all other expenses and costs herein or by law defined as common expenses.

B. The Condominium Association is authorized to and has entered into simultaneously with the execution of this Declaration a 99-year lease with GENERAL DEVELOPMENT CORPORATION, a
Delaware Corporation, as owners and lessors therein for the use of a recreational area, and the improvements constructed or to be constructed thereon. A signed original copy of said lease is attached hereto as Exhibit 4 of this Declaration and is incorporated herein and made a part hereof by reference. However, an amendment to or revision of said lease shall not require the procedures required for an amendment or change to this Declaration or to the By-Laws of the Association, and may be accomplished by written expression thereof executed by the Association and by the Lessor with the formality required for Deeds and duly filed among the Public Records of Charlotte.

County, Florida. The provisions of Article VIII of this Declaration shall not be applicable to any amendment, revision or modification of said lease. The lease does not confer the exclusive leasehold interest upon the Condominium corporation. The owner reserves the right to lease the demised premises in said lease defined to others.

1. The lease has been entered into for the benefit of the unit owners, and the leasehold interest of the Condominium Association, as limited by said lease, is declared to be and shall be a common element of the Condominium, and the rent reserved to the Lessor, and the other monies required therein to be paid by the Association as Lessee are declared to be common expenses, which common expenses shall be shared and undertaken by each unit owner in accordance with his share of the common expense stated in Paragraph B of Article VI hereof.

2. Each condominium parcel owner (unit owner), his heirs, successors and assigns shall be bound by said lease to the same extent and effect as if he had executed said lease for the purposes therein expressed, including but not limited to:

(a) Subjecting all his right, title and interest in the Condominium and the parcel of which he is owner, to the lien rights granted to the Lessor in Section 9 of said lease;

(b) Adopting, ratifying, and consenting to the execution of, the lease by the Association as Lessee; and

(c) Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by unit owners, in the cases provided therefor in said lease.

This provision of this subsection 2. shall be deemed and is declared to be a covenant running with the land (Condominium property) and shall until the Lessor shall declare otherwise, remain as such and be in full force and effect during the term of said lease, unless said lease be sooner terminated, whether or not the Condominium in this Declaration created, be terminated.

3. The Association is empowered and authorized to execute said lease, and said lease and each and every provision therein is ratified, approved and adopted, including but not limited to the provisions of Section 9, entitled "SECURITY" which provides for general liens in the nature of mortgage liens on the leasehold interest of the Lessee on the Condominium assets, and on the Condominium property, running in favor of the Lessor to secure to the Lessor the payment of all sums and monies due it, and to secure the performance by the Lessee of each and every of the Lessee's obligations thereunder.

4. The Association is authorized and empowered to do all things necessary to fully effectuate, ratify, adopt and execute said lease and any renewals, revisions or amendments thereof, which the Board of Directors shall approve and the Lessor shall approve.

5. The Association is appointed and shall always be the agent in fact of each and every unit owner for all purposes provided for in said lease to do and perform each and every act and thing required of unit owners in said lease, and to consent to and execute any and all documents if necessary to effectuate any and all of the provisions of said lease.

C. So long as the Association shall be subject to the provisions, covenants, conditions or promises contained in any lease or other undertaking entered into under the authority of this Article XXIV, then this Article XXIV may not be modified, amended or changed in any regard without the consent in writing of the lessor therein, or the equivalent party, if he be not properly denominated "lessor", which consent shall be evidenced by said lessor or equivalent party joining in the execution of the certificate of amendment, with the formalities required for Deeds.

XXV.

SEPARABILITY OF PROVISION

Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration, or in the By-Laws of the Condominium corporation or of the Condominium Act shall in no wise affect the remaining part or parts hereof which are unaffected by such invalidation, and the same shall remain effective.

XXVI

TERMINATION

The provisions for termination contained in Paragraph F of Article XXI of this Declaration are in addition to the provisions for voluntary termination provided for by Section 16 and 17 of the Condominium Act, as amended.

Upon termination the undivided share of the condominium property owned in common by each unit owner shall be the share previously owned by such owner in the common elements, as provided for in Paragraph A of Article VI hereof.

XXVII.

EASEMENTS FOR ENCROACHMENTS

All the condominium property and all the condominium units and the common elements and the limited common elements shall be and are singly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements upon the condominium property, or caused by minor inaccuracies in construction or reconstruction of the building or such improvements upon the condominium property, which encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements so long as such encroachments stand. A valid easement for the maintenance of such encroachments is herein created, so long as such encroachment stands.

XXVIII.

MAINTENANCE

The Developer, each condominium unit owner and their successors and assigns, acknowledge that this Condominium is or will be one of several condominiums containing condominium living units in the development known as CHARLOTTE SQUARE. In order to provide for the unified maintenance and upkeep of the entire development and for the economical discharge of the management and maintenance functions of the common elements and limited common elements of each condominium and of the recreational facilities for the benefit of the Condominium unit owners, the Condominium Association is authorized to and shall together with the other condominium associations of other condominiums in the development appoint and/or enter into a contract with any person, firm, corporation or other real estate management agent to provide for the unified and uniform maintenance and repair of the condominium property to the effect that there shall be one general supervising directorate for the maintenance and repair of the condominium properties of all condominiums in the development and the recreational facilities. However, so long as the development known as CHARLOTTE SQUARE shall be under construction and development by the Developer, the Developer shall have, at its option, subject only to the limitations imposed by law, the full and exclusive right to act as such unified managing agent. Any such unified managing agent may be granted any and all powers of the Association which are exercisable by the Board of Directors as provided for in the By-Laws of the Condominium Association, and in accordance therewith. The terms of said contract with any unified managing agent shall conform to the requirement of the By-Laws of the Association in all regards and to the requirements of the Condominium Act. This Article XXVIII shall not be amended without the written consent of the Developer, so long as the development known as CHARLOTTE SQUARE shall be under construction and development by the Developer.

TRANSFER OF PARKING SPACES
AMONG UNIT OWNERS

The provisions of Article XII, "CONVEYANCES", of this Declaration to the contrary notwithstanding, unit owners from time to time may convey and transfer their rights in and to the parking spaces constituting limited common elements appurtenant to their units among themselves; that is to say, from one unit owner to another; with the written consent of the Condominium Association, and with the written consent of the holders of any mortgages encumbering the unit from which the parking space is being transferred, with the following limitations and in the following manner:

A. Such transfer or conveyance shall be authorized and valid providing that subsequent to the transfer or conveyance, the unit from which the parking space shall have been transferred or conveyed shall have at least one (1) parking space appurtenant thereto as a limited common element and the unit to which the parking space shall have been transferred or conveyed shall have no more than two (2) parking spaces appurtenant thereto as limited common elements. No portion of the common elements attributable to a unit shall be transferred or conveyed from one unit to another for reason of the transfer or conveyance of a parking space, and the undivided shares in the common elements, as set forth in Article VI. of this Declaration, shall in no way be varied or changed with respect to any unit for reason of the transfer or conveyance of a parking space.

B. Such a transfer or conveyance shall be evidenced by a written deed of conveyance executed by both the transferor and transferee. It shall identify the transferor by name and as a unit owner of a specific condominium unit, and shall identify that unit number. It shall also demonstrate the name of the transferee by name and as a unit owner of a specific condominium unit, and shall identify that unit by number. It shall set forth in substance that the parties are transferring and conveying the particular parking space which is a limited common element appurtenant to the unit owned by the transferor to

the transferee, for the purpose of having the particular space become a limited common element appurtenant to the condominium unit owned by the transferee. It shall further set forth the consent of the transferee to the transaction and the transferee's agreement and undertaking that thereafter said parking space shall constitute a limited common element appurtenant to the transferee's unit subject in full to the provisions of the Declaration of Condominium.

C. The deed of conveyance shall be executed with the formalities for deeds in the State of Florida, and promptly recorded among the Public Records of Charlotte County, Fla., and shall be effective no sooner than such recording.

D. The consent of the Condominium Association may be evidenced on the deed of conveyance mentioned in Paragraph B above, or by separate instrument, but under no circumstances shall the transfer of the parking space be deemed effective until the Condominium Association's consent shall have been recorded among the Public Records of Charlotte County, Fla. Such consent may be in any form the Condominium Association may choose and shall be executed with such formalities as are required of affidavits and for the recording of affidavits among the Public Records of Florida.

E. Once the aforementioned deed of conveyance shall have been duly executed and recorded in accordance with the provisions of this Article XXIX, and the consent of the Condominium Association shall have likewise been given and so recorded, the Declaration of Condominium and, in particular, Exhibit 1 hereto, shall be deemed amended to the extent necessary to conform to that transfer and conveyance as authorized under this Article XXIX, the provisions of Article VIII. of this Declaration, entitled "Amendment to Declaration", to the contrary notwithstanding.

F. Nothing herein shall be deemed to authorize the transfer of any limited common element or other appurtenance to a condominium unit or any part or share thereof to any person or persons whomsoever, except the limited

common elements which constitute parking spaces may, as herein provided, be conveyed between unit owners, and unit owners and the Developer providing that at no time may such parking spaces, or any of them, be owned or held, in whole or in part, by any person or persons who are not unit owners except the Developer. Any transfer or conveyance of a parking space by any person, with or without the consent of the Condominium Association, to any other person or persons who is/are not a unit owner except the Developer, shall be totally void.

XXX.

MISCELLANEOUS PROVISIONS

A. The Developer as the owner of any condominium unit shall not be required to pay any of the common expenses of the Condominium as would be the obligation of the condominium units owned by the Developer, except for this paragraph, which assessments become due and payable in whole or in part at any time within thirty (30) days of the recording of this Declaration, providing, however, that the Developer shall be obligated to pay that portion of the common expense attributable to such units owned by it which are collected for the express purpose of paying or of providing an escrow for the payment of any and all real estate taxes levied or assessed against the Condominium property if such taxes are common expenses under the provisions of this Declaration or of the By-Laws of the Condominium Association.

B. The Condominium Association, its officers, directors, agents and employees, shall, at all times, have the right to enter the condominium units at reasonable times for the purpose of inspecting the common elements, gaining access to the common elements, or making repairs or otherwise maintaining the condominium property, or to abate emergency situations which threaten damage to the condominium property or any of it.

C. The term "institutional mortgagee" as used in this Declaration shall mean a bank, savings and loan association, insurance company or union pension fund authorized to do business in the State of Florida, or an agency of the United States Government. Where an institutional first mortgage by some circumstance fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall nevertheless for the purpose of this Declaration

D. The Developer retains the right and shall at all times have the right to declare and create, from time to time, without the joinder or consent of any unit owner or the Association, easements for ingress and egress upon that portion of the condominium property hereinafter mentioned for the use and benefit of the owners and occupants of real property or any interest therein in the real estate development known as CHARLOTTE SQUARE, of which the within condominium is a part, their heirs, successors and assigns, the members of their family, their servants, employees and lawful guests, to travel upon by foot, bicycle, automotive vehicle or in other lawful manners, for ingress and egress to and from the public rights of way to and from any point within CHARLOTTE SQUARE. Such easements may be conditioned as the Developer shall require and set forth in the instrument creating such interests. The portion of the condominium property upon which the Developer may create, from time to time, the easements for ingress and egress are set forth and reflected upon the Survey, Plot Plan and Graphic Description of improvements, which is Exhibit #1 to this Declaration, as the easement areas reflected on said Survey, Plot Plan and Graphic Description of Improvements. This Paragraph D. shall not be amended nor shall the Condominium Plan be amended in any way to defeat, restrict or reduce the Developer's rights herein contained without the written consent of the Developer.

E. The Developer retains the right and shall at all times have the right to declare and create, from time to time, without the joinder or consent of any unit owner or the Association, easements upon the condominium property for use as public utility easements, providing only that such easements when created shall be reasonable, and consistent with then-existing improvements upon the condominium property. There are reflected upon Exhibit 1 to this Declaration, to-wit: the Condominium Plan, easements

for utilities and for drainage, which easements shall be in addition to any easements created by the Developer under this Paragraph E. This Paragraph E shall not be amended nor shall the Condominium Plan be amended in any way to defeat, restrict or reduce the Developer's rights herein contained without the written consent of the Developer.

F. The improvements on the condominium property have been wired for cable television and cable television antenna master wiring has been provided in such improvements. Each unit owner, and not the Condominium Association, shall be responsible for the service charge or rental lawfully assessed or reserved by the company owning and/or controlling the cable television facility and providing service to the Condominium which service charge is attributable to said owner's condominium unit.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Condominium to be executed by its duly authorized officers and its corporate seal to be affixed this 8th day of November, 1973.

IN THE PRESENCE OF:

Wally K. Crump
K. A. Doheny

GENERAL DEVELOPMENT CORPORATION

BY: C. C. Crump
C. C. Crump, Senior Vice President

ATTEST: David A. Doheny
David A. Doheny, Secretary

[corporate seal]

STATE OF FLORIDA)
: SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this 8th day of November,
1973, before me personally appeared C. C. Crump
and David A. Doheny, Senior Vice President and
Secretary respectively of GENERAL DEVELOPMENT
CORPORATION, a corporation under the laws of the State of Delaware, to
me known to be the persons who signed the foregoing instrument as such officers
and severally acknowledged the execution thereof to be their free act and deed
as such officers for the uses and purposes therein mentioned and that they affixed
thereto the official seal of said corporation, and that the said instrument is
the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal
at Dade County, Florida, this 8th day of November, 1973.


Notary Public, State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My commission expires Apr. 21, 1975

DESCRIPTION

That portion of Section 15, Township 40 South, Range 22 East, Charlotte County, Florida, being more particularly described as follows:

COMMENCING at the intersection of the base line of Harbor Boulevard (O.R.B. 193, Pages 144-147, Charlotte County, Florida) and the center line of Brinson Avenue (Port Charlotte Plaza, Section two, Plat Book 7, Pages 67A and 67B, Charlotte County, Florida); thence N00°41'21"E along the base line of said Harbor Boulevard, 687.58 feet; thence N89°18'39"W for 60 feet to a point of intersection with the West right of way line of said Harbor Boulevard and the POINT OF BEGINNING; thence N89°50'39"W for 420 feet; thence N00°09'21"E for 130 feet to a point of intersection with the South right of way line of Gertrude Avenue (O.R.B. 242, Page 439, Charlotte County, Florida); thence N89°50'39"W along said South right of way line for 697.60 feet to the point of curvature of a circular curve to the left having a radius of 25 feet; thence Southerly along the arc of said curve thru a central angle of 68°37'01" for 38.67 feet to the point of a compound curve to the left coincident with the East right of way line of Aaron Street (O.R.B. 260, Page 116, Charlotte County, Florida) having a radius of 3,060 feet; thence South along the arc of said curve thru a central angle of 01°08'36" for 61.06 feet to the Point of Tangency; thence S00°14'23"W along said East right of way line for 644.87 feet to the point of curvature of a circular curve to the left having a radius of 25 feet; thence East along the arc of said curve thru a central angle of 90° for 39.27 feet to the Point of Tangency on the North right of way line of said Brinson Avenue; thence S89°45'37"E along said North right of way line for 50 feet to the point of curvature of a circular curve to the left having a radius of 605 feet; thence Northasterly along the arc of said curve thru a central angle of 27°48'03" for 293.57 feet to the point of reverse curvature of a circular curve to the right having a radius of 930 feet; thence Northasterly along the arc of said curve thru a central angle of 23°15'07" for 458.57 feet to the point of tangency; thence S89°18'39"E for 315 feet to the point of curvature of a circular curve to the left having a radius of 25 feet; thence Northerly along the arc of said curve thru a central angle of 90° for 39.27 feet to the point of tangency on said West right of way line of Harbor Boulevard; thence N00°41'21"E along said West right of way line for 627.58 feet to the POINT OF BEGINNING.

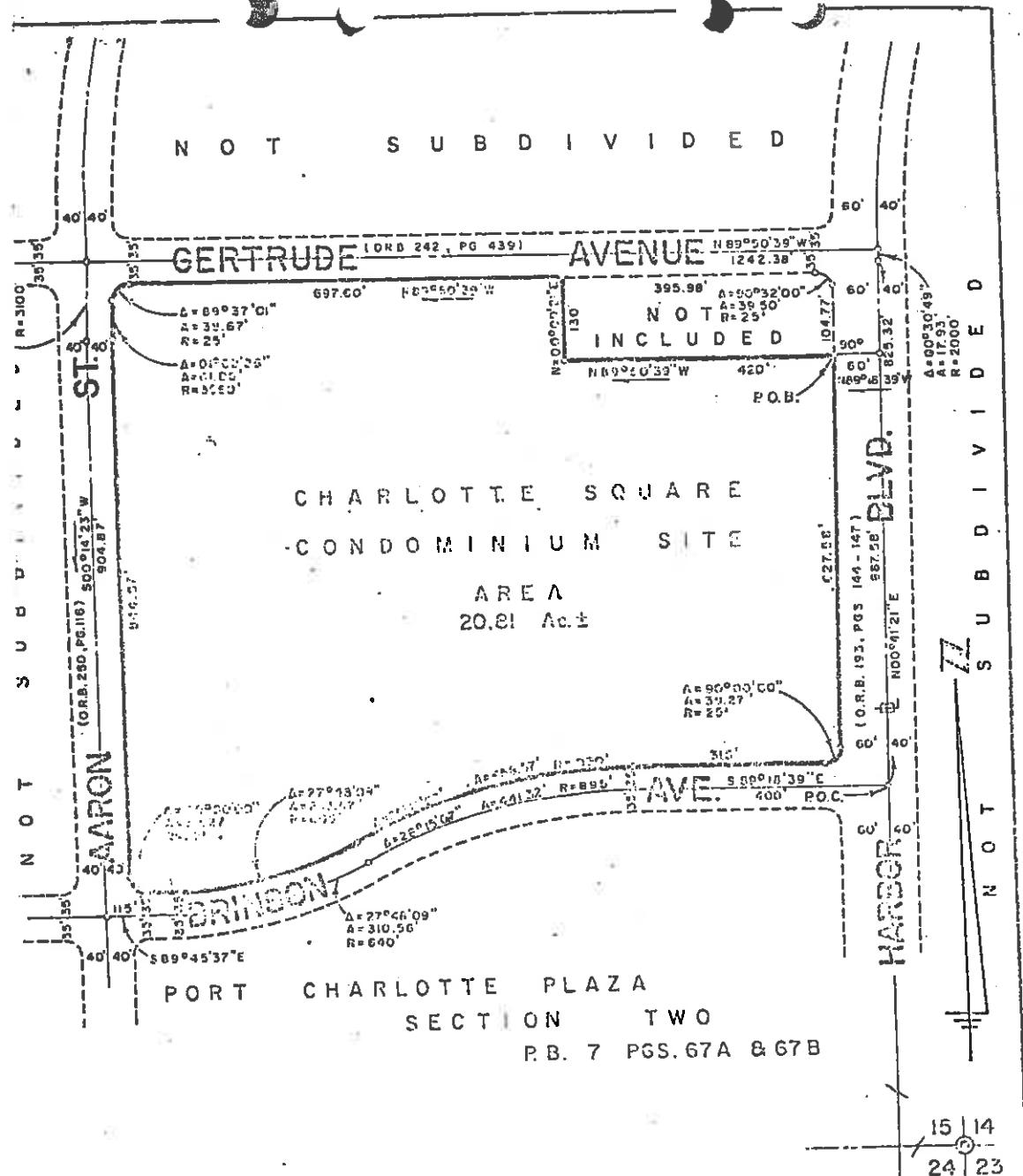
Lying in Charlotte County, Florida, and containing 20.81 acres more or less.

GENERAL DEVELOPMENT CORPORATION

MIAMI FLORIDA

CHARLOTTE SQUARE
COMMERCIAL SITE
Section 15, Township 40S, Range 22E
Charlotte County - Florida

JAMES EDWARD CLARK CIVIL ENGINEER
MIAMI FLORIDA



GENERAL DEVELOPMENT CORPORATION MIAMI FLORIDA	
CHARLOTTE SQUARE CONDOMINIUM SITE Section 15, Township 40S, Range 22E Charlotte County - Florida	
JAMES HOWARD CLARK MIAMI	CIVIL ENGINEER FLORIDA

EXHIBIT A

To LEASE by and between General Development Corporation, a Delaware corporation, as Lessor, and Oxford House of Port Charlotte - A Condominium, Inc., a Florida corporation, as Lessee.

The legal description of the property contained within the real estate development commonly known as:

CHARLOTTE SQUARE

is comprised of the tract of land lying and being in Section 15, Township 40 South, Range 22 East, Charlotte County, Florida, more particularly described on the "Description" attached hereto and made a part hereof, consisting of a 2 page document entitled: "General Development Corporation, Charlotte Square Condominium Site" prepared by James Edward Clark, Civil Engineer, and being DWG. No CC/G135 dated 2/28/69.

EXHIBIT # 1 TO THE DECLARATION OF CONDOMINIUM OF:
OXFORD HOUSE OF PORT CHARLOTTE - A CONDOMINIUM

Exhibit # 1 is the Survey, Plot Plan and Graphic Description of the improvements of and upon the Condominium Property mentioned in Article V of the Declaration of Condominium, and is comprised of the drawing and attached notes, legends and description thereon prepared by:

PAUL F. ROSSKAMP, Registered Land Surveyor No. 1940,
State of Florida, certified by the said PAUL F. ROSSKAMP,
entitled OXFORD HOUSE OF PORT CHARLOTTE - A CONDOMINIUM
and recorded simultaneously with the Declaration of Condominium of
OXFORD HOUSE OF PORT CHARLOTTE - A CONDOMINIUM.

EXHIBIT #1 may be removed herefrom for the purpose of recording it among the Public Records of Charlotte County, Florida, when the Declaration of Condominium is filed for record.

EXHIBIT # 2
 TO THE DECLARATION OF CONDOMINIUM OF
OXFORD HOUSE OF PORT CHARLOTTE - A CONDOMINIUM

<u>UNIT NUMBER</u>	<u>SCHEDULE A</u>
101	3.43420%
102	2.62969%
103	3.43420%
104	3.43420%
105	3.43420%
106	3.43420%
107	2.83381%
108	2.83381%
109	3.43420%
110	2.68972%
111	3.43420%
112	3.43420%
113	3.43420%
114	3.43420%
115	2.62969%
116	2.68972%
201	3.36216%
202	2.48559%
203	3.20605%
204	3.54226%
205	3.20605%
206	3.54226%
207	2.77377%
208	2.77377%
209	3.36216%
210	2.48559%
211	3.20605%
212	3.54226%
213	3.20605%
214	3.54226%
215	2.48559%
216	2.62969%
TOTAL	100.00000%

SCHEDULE A above sets forth the undivided share of the common elements of the Condominium, as a percentage, attributable to and appurtenant to each of the Units. These percentages are set forth opposite and to the right of the number of the Unit to which they appertain.

SCHEDULE B - Each and every one of the Units shall bear and have attributable to it, the same share of the common expense and common surplus of the Condominium, which stated as a percentage, is: 3.125% per unit.

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

BARBARA T. SCOTT, CLERK
CHARLOTTE COUNTY
OR BOOK 1874 PAGE 1659
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FILE NUMBER 797858
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CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
OXFORD HOUSE OF PORT CHARLOTTE - A CONDOMINIUM

The undersigned officers of Oxford House of Port Charlotte - a Condominium, Inc., a Florida not-for-profit corporation organized and existing to operate and maintain Oxford House of Port Charlotte - a Condominium, according to the Declaration of Condominium thereof as recorded in O.R. Book 440, page 190, et seq., Public Records of Charlotte County, Florida, as amended, hereby certify that the following amendment to the Declaration of Condominium was approved by not less than two-thirds of the members present, in person or by proxy at the duly convened annual membership meeting held on January 16, 2001. The undersigned further certify that the amendment was proposed and adopted in accordance with the condominium documentation, and applicable law.

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by ...)

XIV.

ASSESSMENTS

E. All notices of assessments from the Association to the unit owners shall designate when they are due and payable. Assessments and installments thereof not paid when due shall bear interest from the due date at six (6%) per cent per annum the highest rate allowed by law until paid. The Board of Directors may impose a late fee, in addition to interest, in the amount of Twenty Five and 00/100 Dollars (\$25.00) or five (5%) percent of the amount of this installment, whichever is higher, or such other amount that may be permitted by law. The corporation's lien rights as set forth in Article XV shall apply to the late fee, in addition to interest and any other costs or fees (including attorney's fees) incurred in connection with collection of the assessment.

(The remainder of the Declaration of Condominium shall remain unchanged.)

In witness whereof, the Association has caused this instrument to be executed by its authorized officers this 16 day of March, 2001, at Charlotte County, Florida.

OXFORD HOUSE OF PORT CHARLOTTE -
A CONDOMINIUM, INC.

Thad Buffington
Witness Signature

Thad Buffington
Printed Name

Stacey Herring
Witness Signature

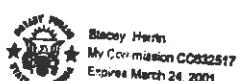
STACEY HERRIN
Printed Name

BY William Price
William Price, President

ATTEST: Estelle Clarke
Estelle Clarke, Secretary

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 16 day of March, 2001 by William Price, as President and Estelle Clarke, as Secretary of OXFORD HOUSE OF PORT CHARLOTTE - A CONDOMINIUM, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced Personally Known as identification. If no type of identification is indicated, the above-named persons are personally known to me.



Stacey Herring
Notary Public
Printed Name
State of Florida
My Commission Expires March 24, 2001

Douglas B.
21261 G. Antelope Ave. #203
Port Charlotte, FL 33952

CHARLOTTE COUNTY CIRCUIT COURT
OR BOOK 3368 PGS 1939-1941 3 pg(s)
INSTR # 1835359
Doc Type RES. Recorded 03-23-2009 at 11:21 AM
Rec Fee \$27.00
Cashiered By GAILG Doc # 1

**CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF OXFORD HOUSE OF PORT CHARLOTTE - A CONDOMINIUM**

The undersigned officers of Oxford House of Port Charlotte - a Condominium, Inc., a Florida not-for-profit corporation organized and existing to operate and maintain Oxford House of Port Charlotte - a Condominium, according to the Declaration of Condominium thereof as recorded in O.R. Box 440, page 190, et seq., Public Records of Charlotte County, Florida, as amended, hereby certify that the following amendment to the Declaration of Condominium was approved by not less than two-thirds of the members present, in person or by proxy at the duly convened annual membership meeting held on January 30, 2002. The undersigned further certify that the amendment was proposed and adopted in accordance with the condominium documentation, and applicable law.

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by ...)

XI.

PURPOSE AND USE RESTRICTIONS

C. Persons who are not seventeen years of age or older shall not be permitted to use the recreation facilities of this condominium unless under the supervision of an adult, except to the extent and under such conditions as the Condominium Association may provide by regulation. In accordance with the Federal Fair Housing Amendments Act of 1988, and the Housing for Older Persons Act of 1995, and comparable legislation adopted by the State of Florida, at least one person fifty-five (55) years of age or older must be a permanent occupant of each unit while any other person occupies said unit. Persons under the age of fifty-five (55) and eighteen (18) years of age, or older, may occupy and reside in a unit as long as one of the occupants is age fifty-five (55) or older. Persons under the age of eighteen (18) shall not occupy a unit on a permanent basis but may occupy a unit on a temporary basis, not to exceed thirty (30) days in any calendar year. Notwithstanding these provisions, the Board in its sole discretion shall have the right to establish hardship exceptions to permit persons of age eighteen (18) or older and less than fifty-five (55) years of age to permanently reside in the community, even in the absence of a person or persons fifty-five (55) years of age or older, provided that said exceptions shall not be permitted in situations where the granting of a hardship exception will result in having less than eighty (80%) percent (or the minimum as may be established by law from time to time) of units in the condominium having less than one resident fifty-five (55) years of age or older. It is the intent of this provision that the community comply with Fair Housing laws, as the same may be amended from time to time, which currently requires that at least eight (80%) percent of the units shall establish policies and procedures for the purpose of insuring that the foregoing required percentages of occupancy by older persons are maintained at all times and to otherwise allow the Association to

qualify for a legal exemption from the laws. This restriction on occupancy by persons less than fifty-five (55) years of age shall not apply to persons permanently occupying a unit as of the date of adoption of this Amendment.

XII.

CONVEYANCES

C. (1) (a) The Association may charge pre-set "application" fees, determined by the Board of Directors from time to time, equal to the highest amount permitted by law in connection with the approval or disapproval of any proposed transfer, lease, sale or other disposition of a unit in the condominium.

(The remainder of the Declaration of Condominium shall remain unchanged.)

In witness whereof, the Association has caused this instrument to be executed by its authorized officers this 23 day of March, 2007, at Charlotte County Florida.

OXFORD HOUSE OF PORT CHARLOTTE
A CONDOMINIUM, INC.

BY: Doug Buck
Doug Buck, President

Unprinted Name

Witness Signature

Christina Cummins

Printed Name

Christina Cummins

Witness Signature

Kimberly Tricefield

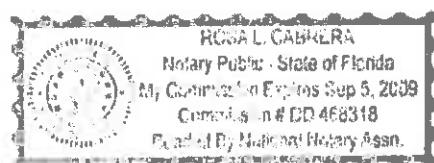
Printed Name

ATTEST: Mary Jane Aynes
Secretary

Mary Jane Aynes

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 23 day of March, 2007 by Doug Buck, as President and Mary Jane Aynes, as Secretary of OXFORD HOUSE OF PORT CHARLOTTE - A CONDOMINIUM, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced Driver's License identification. If no type of identification is indicated, the above-named persons are personally known to me.



Notary Public
Printed Name Rosa Cabral

State of Florida

My Commission Expires Sep 5, 2009

THIS INSTRUMENT PREPARED BY
AND RETURN TO
LISA A. WOLINER, ESO.
BECKER & POLIAKOFF, P.A.
530 S. ORANGE AVENUE
SARASOTA, FL 34236

BARBARA T. SCOTT, CLERK
CHARLOTTE COUNTY
OR BOOK 1874 PAGE 1659
RECORDED 03/21/01 @ 03:05 PM
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CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
OXFORD HOUSE OF PORT CHARLOTTE - A CONDOMINIUM

The undersigned officers of Oxford House of Port Charlotte - a Condominium, Inc., a Florida not-for-profit corporation organized and existing to operate and maintain Oxford House of Port Charlotte - a Condominium, according to the Declaration of Condominium thereof as recorded in O.R. Book 440, page 190, et seq., Public Records of Charlotte County, Florida, as amended, hereby certify that the following amendment to the Declaration of Condominium was approved by not less than two-thirds of the members present, in person or by proxy at the duly convened annual membership meeting held on January 15, 2001. The undersigned further certify that the amendment was proposed and adopted in accordance with the condominium documentation, and applicable law.

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by ...)

XIV

ASSESSMENTS

E. All notices of assessments from the Association to the unit owners shall designate when they are due and payable. Assessments and installments thereof not paid when due shall bear interest from the due date at six (6%) per cent per annum the highest rate allowed by law until paid. The Board of Directors may impose a late fee, in addition to interest, in the amount of Twenty Five and 00/100 Dollars (\$25.00) or five (5%) percent of the amount of this installment, whichever is higher, or such other amount that may be permitted by law. The corporation's lien rights as set forth in Article XV shall apply to the late fee, in addition to interest and any other costs or fees (including attorney's fees) incurred in connection with collection of the assessment.

(The remainder of the Declaration of Condominium shall remain unchanged.)

In witness whereof, the Association has caused this instrument to be executed by its authorized officers this 16 day of March, 2001, at Charlotte County, Florida

OXFORD HOUSE OF PORT CHARLOTTE -
A CONDOMINIUM, INC.

Paul Buffington
Witness Signature

BY William Price
William Price, President

Paul Buffington
Printed Name

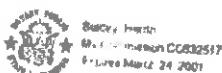
Stacy Herrin
Witness Signature

Stacy Herrin
Printed Name

ATTEST Estelle Clarke
Estelle Clarke, Secretary

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 16 day of March, 2001 by William Price, as President and Estelle Clarke, as Secretary of OXFORD HOUSE OF PORT CHARLOTTE - A CONDOMINIUM, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced Personally Known as identification. If no type of identification is indicated, the above-named persons are personally known to me.



Notary Public
Printed Name Stacy Herrin
State of Florida
My Commission Expires March 24, 2001

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Ernest W. Sturges, Jr., Esq.
Goldman, Tiseo & Sturges, P.A.
701 JC Center Court, Suite 3
Port Charlotte, Florida 33954

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
OR BOOK 3649, PGS 1656-1660 5 pg(s)
INSTR # 2089432
Doc Type CND, Recorded 04/19/2012 at 11:45 AM
Rec. Fee: \$44.00
Cashed By: NANCYLA Doc. #:1

**CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
OXFORD HOUSE OF PORT CHARLOTTE
A CONDOMINIUM, INC.**

THIS CERTIFICATE is made to reflect and document an Amendment of the Declaration of Condominium of Oxford House of Port Charlotte - A Condominium. The Declaration of Condominium of Oxford House of Port Charlotte - A Condominium have been recorded in the Public Records of Charlotte County as follows:

<u>Instrument and Date</u>	<u>O.R. Book/Page(s)</u>
a. Declaration of Condominium of Oxford House of Port Charlotte - a Condominium November 9, 1973	440/190 et seq.
b. Certificate of Amendment to Declaration of Condominium of Oxford House of Port Charlotte - a Condominium March 21, 2001	1874/1659 et seq.
c. Certificate of Amendment to Declaration of Condominium of Oxford House of Port Charlotte - a Condominium March 23, 2009	3368/1939 et seq.

The undersigned officers of the Board of Directors of Oxford House of Port Charlotte - a Condominium, a Florida not-for-profit corporation, hereby certify as follows:

1. The Declaration of Condominium of Oxford House of Port Charlotte - a Condominium is hereby amended in accordance with Exhibit "A" attached hereto and entitled Third Amendment to Declaration of Condominium of Oxford House of Port Charlotte - a Condominium.

2. This Amendment of the Declaration of Condominium of Oxford House of Port Charlotte - a Condominium was proposed by duly adopted resolution, and approved by a vote of not less than fifty-one (51) percent of the entire voting interest in the Association.

Executed this 2nd day of April, 2012, at Port Charlotte,
Florida. X

OXFORD HOUSE OF PORT CHARLOTTE
A CONDOMINIUM

By: Peter Kraus

Name: Peter Kraus

Its: President

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 2nd day of April,
2012, by Peter Kraus, who is personally known to me or produced _____ as
identification.

Joseph Dornquist
NOTARY PUBLIC

SEAL

Joseph Dornquist
Printed name of notary

By: Kathy Bastain

Name: Kathy Bastain

Its: Secretary

STATE OF FLORIDA
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me this 2nd day of April,
2012, by Kathy Bastain, who is personally known to me or produced _____ as
identification.

Joseph Dornquist
NOTARY PUBLIC

SEAL



JOSEPH DORNQUIST
MY COMMISSION # DD 907063
EXPIRES: July 13, 2013
Bonded Thru Budget Notary Services

Joseph Dornquist
Printed name of notary

**THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM
OXFORD HOUSE OF PORT CHARLOTTE - A CONDOMINIUM**

Article XII C., Declaration of Condominium is hereby amended to read as follows:

C. (1) A unit owner, intending to make a bona fide sale or lease of his parcel, or any interest therein, shall give to the corporation at least two (2) weeks prior a written notice of his intention to sell or lease, together with the name and address of the intended purchaser or lessee, and such other information as the corporation may reasonably require, and the term of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the parcel owner, that the apartment owner believes the proposal to be bona fide, in all respects. Upon the effective date of this Amendment, no unit owner may lease his or her unit for a period of two (2) years after taking title to the unit. After the expiration of the two (2) year period, unit owners may lease their units in accordance with the provisions contained elsewhere herein. The two (2) year waiting period shall not apply in situations where title to a unit passes through inheritance or the Association takes title to a unit as a result of a judicial sale or deed in lieu of foreclosure.

(2) Within twenty (20) days after the receipt of such notice the corporation shall either approve of the transaction or furnish a purchaser or lessee approved by the corporation and give notice thereof to the apartment owner desiring to sell or lease, such purchaser or lessee to be one who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or lessee furnished by the corporation may have not less than thirty (30) days subsequent to the date of approval within which to close.

(3) Approval shall be in recordable form signed by an executive officer of the corporation, and shall be delivered to the purchaser or lessee and made a part of the conveyancing document.

(4) Failure of the corporation to act in twenty (20) days shall be deemed to constitute approval in which event the corporation must on demand prepare and deliver approval in recordable form.

(5) The provisions of this Article XII shall apply to sub-leases, assignments of leases, and to original and all successive transfers, sales, leases, subleases or assignments.

(6) Leasing. All leases of units must be in writing. A unit owner may lease only his entire unit, and then only in accordance with the provisions of this Section, after receiving the approval of the Association. For purposes hereof, occupancy of a Unit by a person or persons in the absence of the Owner, except for the spouse or immediately family member of the Owner or spouse of the Owner, in excess of thirty (30) days, shall be treated as a lease. Only natural persons may lease units for single family residential purposes, defined as follows: occupancy by a single housekeeping unit composed of one (1) person; two (2) people no matter how related; or three (3) or more persons all of whom are related to each other by blood,

marriage, legal adoption or acting as guardian, legal custodian, or legal designee of a parent for a minor child residing within the unit, it being the intention of this provisions to prohibit occupancy of a unit by three (3) or more unrelated adults while clarifying that nothing herein shall be applied or construed to permit discrimination based upon familial status, handicap, or other protected classifications under Fair Housing Laws. Procedures regarding leasing are as follows:

1. Notice by the Unit Owner. An Owner intending to lease their unit or renew or extend a lease shall give to the Board of Directors, or its designee, written notice of such intention thirty (30) days prior to the proposed transaction, the application fee, together with the name and address of the proposed tenant, an executed copy of the proposed lease, and such other information as may reasonably be required.

(a) Tenant Applicants. Application for permission to lease shall be made on application forms available from the Association, to include provisions authorizing credit, criminal and past tenancy investigation checks. The tenant applicant shall pay to the Association an application fee, up to the amount allowed by law, to cover the investigative checks. The fee is non-refundable.

(b) Approval. After the required notice, payment of application fee, and all investigation checks, information or appearances requested have been provided, the Board shall approve or disapprove the proposed tenant within the twenty (20) day time period. If the Board neither approves nor disapproves within the time stated above, such failure to act shall be deemed the equivalent of approval, and on demand from the tenant the Board shall issue a written letter of approval to the tenant.

(c) Disapproval. A proposed tenant may be disapproved by the Board for cause if investigative results do not meet the required minimum criteria promulgated from time to time by the Board of Directors, or are otherwise unsatisfactory. The minimum criteria shall include the following:

(i) The owner is delinquent in the payment of assessments at the time the application is considered;

(ii) The owner has a history of leasing his unit to troublesome tenants and/or refusing to control and accept responsibility for the occupancy of his unit;

(iii) The application on its face appears to indicate that the person seeking approval intends to conduct himself in a manner inconsistent with applicable covenants and restrictions;

(iv) The prospective tenant has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;

(v) The prospective tenant has a history of conduct which evidences disregard for the rights and property of others;

(vi) In the case of a renewal, the tenant has during previous occupancy, evidenced an attitude of disregard for applicable covenants and restrictions; and

(vii) The prospective tenant gives false information or incomplete information to the Association as part of the application procedure.

(d) Assessments. The legal responsibility for paying Association assessments shall not be delegated to or become the responsibility of the tenant.

(e) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board may approve or disapprove the tenant. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the tenant with 30 days notice, and without securing consent to such eviction from the owner or owners agent.

(f) Disapproval Notice. Notice of disapproval of the tenant shall be sent or delivered to the owner and owner agent presenting the proposed intent to lease.

(g) Board Delegation. The Board may by resolution, delegate approval powers to an ad hoc committee, which shall consist of at least two (2) Board members, two (2) association members, and the Manager.

2. Regulation by Association. All of the provisions of the documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a living unit as a tenant or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the documents, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenant(s) in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not. The Board may require the use of a lease addendum to incorporate the terms of this paragraph into any lease approved by the Board. The unit owners shall have a duty to bring his or her tenant's conduct into compliance with this Declaration or the rules and regulations by whatever action is necessary including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the unit owner fails to bring the conduct to the tenant into compliance, the Association shall then have the authority to act as agent of the owner to undertake whatever action is necessary to abate the tenant's non-compliance, including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have a right to recover any costs or fees, including attorneys' fees, from the unit owner which shall be secured by assessment and lien in the same manner as common expense charges.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
OR BOOK: 3962 PAGE 561 PAGE: 1 OF 59
INSTR # 2343791 Doc Type: CND
Recorded: 4/14/2015 at 11:31 AM
Rec. Fee: RECORDING \$503.00
Cashier By: NLANE

Ernest W. Sturges, Jr., Esq.
Goldman, Tiseo & Sturges, P.A.
701 JC Center Court, Suite 3
Port Charlotte, Florida 33954

**CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
OXFORD HOUSE OF PORT CHARLOTTE – A CONDOMINIUM, INC.**

THIS CERTIFICATE is made to reflect and document an Amendment, Restatement and Modification of the Declaration of Condominium of Oxford House of Port Charlotte – A Condominium, Inc. The Declaration of Condominium of Oxford House of Port Charlotte – A Condominium, Inc. have been recorded in the Public Records of Charlotte County as follows:

<u>Instrument and Date</u>	<u>O.R. Book/Page(s)</u>
a. Declaration of Condominium of Oxford House of Port Charlotte – A Condominium, Inc. (Date) November 9, 1973	0440/0190 et seq.
b. Certificate of Amendment to Declaration of Condominium of Oxford House of Port Charlotte – A Condominium, Inc. (Date) March 21, 2001	1874/1659 et seq.
c. Certificate of Amendment to Declaration of Condominium of Oxford House of Port Charlotte – A Condominium, Inc. (Date) March 23, 2009	3368/1941 et seq.
d. Certificate of Amendment to Declaration of Condominium of Oxford House of Port Charlotte – A Condominium, Inc. (Date) April 19, 2012	3649/1656 et seq.

The undersigned officers of the Board of Directors of Oxford House of Port Charlotte – A Condominium, Inc., a Florida not-for-profit corporation, hereby certify as follows:

1. The Declaration of Condominium of Oxford House of Port Charlotte – A Condominium, Inc. is hereby amended in accordance with Exhibit "A" attached hereto and entitled Amended and Restated Declaration of Condominium.

2. This Amendment of the Declaration of Condominium of Oxford House of Port Charlotte – A Condominium, Inc. was proposed by duly adopted resolution, and approved by a vote of not less than two-thirds (2/3s) of the entire voting interest in the Association.

Executed this 7th day of APRIL, 2015, at PORT CHARLOTTE, Florida.

**OXFORD HOUSE OF PORT CHARLOTTE – A
CONDOMINIUM, INC.**

By: _____
Name: Peter Kraus
Its: President



STATE OF FLORIDA
COUNTY OF CHARLOTTE

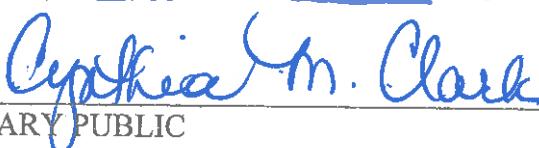
The foregoing instrument was acknowledged before me this 7th day of APRIL, 2015, by PETER KRAUS, who is personally known to me or produced as identification.

SEAL



CYNTHIA M. CLARK
MY COMMISSION # FF 147823
EXPIRES: August 4, 2018
Bonded Thru Budget Notary Services

NOTARY PUBLIC


CYNTHIA M. CLARK

Printed name of notary

By: Kathy Bastian
Name: Kathy Bastian
Its: Secretary

STATE OF FLORIDA
COUNTY OF CHARLOTTE

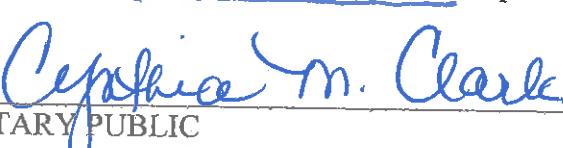
The foregoing instrument was acknowledged before me this 7th day of APRIL, 2015, by KATHY BASTIAN, who is personally known to me or produced as identification.

SEAL



CYNTHIA M. CLARK
MY COMMISSION # FF 147823
EXPIRES: August 4, 2018
Bonded Thru Budget Notary Services

NOTARY PUBLIC


CYNTHIA M. CLARK

Printed name of notary

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM

OF

OXFORD HOUSE OF PORT CHARLOTTE - A CONDOMINIUM

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AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM

OF

OXFORD HOUSE OF PORT CHARLOTTE - A CONDOMINIUM

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

RECITALS:

In a Declaration of Condominium recorded at O.R. Book 440, Pages 190 et seq. of the Charlotte County Public Records on November 9, 1973, the Condominium Developer did submit to condominium ownership pursuant to Chapter 718, Florida Statutes, known as the Condominium Act, that property situated in Charlotte County, Florida, more particularly described as follows:

That portion of Section 15, Township 40 South, Range 22 East, Charlotte County, Florida, being more particularly described as follows:

COMMENCING at the intersection of the centerline of Aaron Street (O.R.B. 260, Page 116, Charlotte County, Florida) and the centerline of Gertrude Avenue (O.R.B. 242, Page 439, Charlotte County, Florida) thence S 89°50'39" E along the centerline of said Gertrude Avenue a distance of 405.05 feet; thence S 00°09'21" W, leaving said centerline a distance of 35.00 feet to a point on the South right of way of said Gertrude Avenue and the POINT OF BEGINNING of the following described tract of land; thence S 00°09'21" W, a distance of 185.00 feet; thence N 89°50'39" W a distance of 367.71 feet to a point on the East right of way of said Aaron Street; thence N 00°14'23" E along said East right of way a distance of 99.48 feet to a point on a circular curve to the right having a radius of 3060.00 feet; thence Northeasterly along the arc of said curve thru a central angle of 01°08'36" a distance of 61.06 feet to a point on a circular curve to the right having a radius of 25.00 feet; thence Northeasterly along the arc of said curve thru a central angle of 88°37'01" a distance of 38.67 feet to a point on the South right of way of said Gertrude Avenue; thence S 89°50'39" E along said South right of way a distance of 341.94 feet to the POINT OF BEGINNING.

The Condominium Property is further described at Condominium Plat Book 1 Pages 24A, Charlotte County Public Records.

Said Declaration was subsequently amended as follows:

Amendment recorded at O.R. Book 1874, Pages 1659 et seq., Charlotte County Public Records.

Amendment recorded at O.R. Book 3368, Pages 1939 et seq., Charlotte County Public Records.

Amendment recorded at O.R. Book 3649, Pages 1656 et seq., Charlotte County Public Records.

The submission of the land to the condominium form of ownership by that document is and will remain effective. By adoption of this Amended and Restated Declaration of Condominium, the Association members hereby adopt certain amendments to the Declaration of Condominium and hereby restate the Declaration of Condominium and its Exhibits in its entirety. By adoption of this Amended and Restated Declaration of Condominium, the members of the Association ratify governance of the property described above and in Exhibit "A" hereto under the condominium form of ownership and the provisions of the Condominium Act.

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

1.1. "Act" or "Condominium Act" means the Condominium Act (Chapter 718, Florida Statutes, 2014), as it now exists or as it may be amended from time to time, including the definitions therein contained.

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

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

1.4. "Association" means OXFORD HOUSE OF PORT CHARLOTTE – A CONDOMINIUM, INC., a Florida not-for-profit corporation, the entity responsible for the operation of the Condominium.

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

1.6. "Board of Directors" or "Board" or "Directors" means the representative body which is responsible for the administration of the Association's affairs, and which is the same body that is sometimes referred to in the Condominium Act as the "Board of Administration." Each Director must be a Unit Owner, or Primary Occupant (in case of Units that designate a Primary Occupant), the spouse of a Unit Owner or Primary Occupant, the settler or grantor of a trust described in Section 733.707, Florida Statutes (2014), which owns a Unit, or the spouse of such party, a beneficiary as defined in Section 737.303(4)(b), Florida Statutes, (2014) of a trust which owns a Unit, provided said beneficiary occupies the unit, or the spouse of such party.

1.7. "Building" means the structure or structures in which the Units are located, regardless of the number thereof.

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

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

1.10. "Common Elements" mean and include:

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

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

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

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

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

1.11. "Common Expenses" means those expenses for which Unit Owners are liable to the Association, including but not limited to expenses of administration, maintenance and operation, repair and replacement of Common Elements and such other expenses as may be declared expenses either by this Declaration, the Articles of Incorporation, the Bylaws or by the Association. Common Expenses include, but are not limited to, such items as cost of premiums for hazard and public liability insurance, repairs, replacements and expenses of upkeep, lawn service, utility bills, pool service, janitor service, accounting and legal fees, wages and fees for managerial and other services, and reasonable and adequate reserves, all as may be required in the maintenance and management of this Condominium. The expenses of bulk cable or master antenna television, and bulk interior pest control, are specifically considered a common expense, if so designated by the Board. Common Expenses also include reasonable insurance for Directors and officers, road maintenance and operation expenses, and security services, which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Common Elements or property of the condominium.

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

1.13. "Condominium Documents" means this Declaration; the Surveyor's Plat, copies of which are attached hereto as Exhibit "A;" Articles of Incorporation of Oxford House of Port Charlotte – A Condominium, Inc. attached as Exhibit "B;" and Bylaws attached hereto as Exhibit "C." The Rules and Regulations need not (but may) be recorded in the County Public Records in order to be valid.

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

1.15. "Condominium Property" means the land and property interests subjected to condominium ownership under this Declaration, all improvements on the land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

1.16. "County" means the County of Charlotte, State of Florida.

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

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

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

1.18.2. Not more than two natural persons not meeting the requirement of 1.18.1 above, but who customarily reside together as a single housekeeping Unit, and the custodial children of said parties, if any.

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

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

1.20. "Guest" means any person who is not the Unit Owner or a lessee or a member of the Owner's or lessee's Family, who is physically present in, or occupies the Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

1.21. "Insurable Improvements" shall mean the "Building" as defined in Article 1.7 of this Declaration, less upgrades or additions by Unit Owners (or their predecessors in title) and those portions of the Condominium Property required by the Act to be insured by the Association.

1.22. "Invitee" a person or persons allowed entry for the purpose of conducting business with a Unit's occupant, or otherwise entering the Condominium Property on a temporary basis at the express or implied consent of the Unit Owner.

1.23. "Lease" means the grant by a Unit Owner of a right of use of the Owner's Unit for consideration.

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

1.25. "Limited Common Expense" means those expenses affiliated with the maintenance, repair, replacement, or reconstruction after casualty of a Limited Common Element, the costs of which are assessed only against the benefiting Unit Owner(s), as authorized by Section 718.113(1) of the Act, and if so provided in this Declaration.

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

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

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

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

1.30. "Utility Services" as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and Bylaws, shall include

but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

1.31. "Voting Interest" means and refers to the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to one vote in the Association matters. There are thirty-two (32) Units, so the total number of voting interests is thirty-two (32).

2. Statement of Condominium Declaration. General Development Corporation, submitted the property described in Exhibit "A" hereto and as described above to condominium ownership in accordance with Florida Statutes.

3. Condominium Name. The name by which this condominium is identified is "Oxford House of Port Charlotte - A Condominium."

4. Unit Identification. The identification of each Unit shall be by number and shall be as indicated on the Surveyor's Plat, Exhibit "A".

5. Survey and Graphic Description. A survey of the land submitted herewith to condominium ownership and a plat thereof describing each Unit, Common Elements and their relative location and the approximate dimensions of each Unit are as shown on the surveyor's plat which is attached as Exhibit "A".

6. Voting Rights; Ownership of Common Elements. The voting rights of the Owner of each Unit shall be 1/32nd (one voting interest per Unit). The sharing of Common Expenses and ownership of Common Elements and Common Surplus shall be as follows:

<u>Unit Number</u>	<u>% of Interest In Common Elements</u>
101	3.43420%
102	2.62969%
103	3.434.20%
104	3.43420%
105	3.43420%
106	3.43420%
107	2.83381%
108	2.83381%
109	3.43420%
110	2.68972%
111	3.43420%
112	3.43420%
113	3.43420%

114	3.43420%
115	2.62969%
116	2.68972%
201	3.36216%
202	2.48559%
203	3.20605%
204	3.54226%
205	3.20605%
206	3.54226%
207	2.77377%
208	2.77377%
209	3.36216%
210	2.48559%
211	3.20605%
212	3.54226%
213	3.20605%
214	3.54226%
215	2.48559%
216	2.62969%

TOTAL: 100%

7. Common Elements; Easements.

7.1. **Definition.** The term "Common Elements" means all of the property submitted to condominium ownership that is not within the Unit boundaries set forth in Section 8 below. The Common Elements include without limitation the following.

7.1.1. **The Land.**

7.1.2. All portions of the Building and other improvements outside the Units, including all Limited Common Elements.

7.1.3. Easements over, through, above and beneath each Unit for conduits, ducts, plumbing, wiring and other facilities for furnishing utility services to other Units or Common Elements.

7.1.4. An easement of support in every portion of the Condominium which contributes to the support of the Buildings.

7.1.5. The Fixtures and installation required for access and utility services to more than one Unit or to the Common Elements.

7.2. 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 provision of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium, unless released by all record title holders, lienors, and beneficiaries of such easement. None of these easements may be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of the Unit Owners with respect to such easements.

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

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

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

7.3. Restraint Upon Separation and Partition. The undivided share of ownership on the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or separately described. As long as the Condominium exists, the Common Elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned by a Unit Owner, pledged or transferred except as an appurtenance to the Units.

such of the members of the Condominium as it may from time to time determine.

8.4.4.3. All parking and storage assignments made by the Developer shall be noted on the books of the Association and shall be an appurtenance to the Unit so designated and a Limited Common Element. The interest of the Unit Owner in these spaces may be assigned only to a subsequent transferee, who also purchase the Unit Owner's Unit in a simultaneous transaction, and a form for this purpose shall be made available by the Directors of the Association.

8.4.4.4. Unit Owners agree that they will park in their respective allocated spaces and utilize their respective allocated storage spaces that the parking and storage allocation plan shall not be changed or amended except on the vote of two-thirds (2/3) of the Unit Owners. The parking plan need not be recorded in the Public Records but the Association shall keep said plan in its records and make same available to Unit Owners at all reasonable times.

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

8.6. Cross Easements. The appurtenances shall include the following easements from each Unit Owner to each other Unit Owner and the Association:

8.6.1. Ingress and Egress. Easements through the Common Elements for ingress and egress.

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

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

8.6.4. Utilities. Easements over, through, above and beneath the Units and other portions of the Condominium Property for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the Units and the Common Elements; provided, however, that such easements through a Unit shall be only

according to the plans and specifications for the Unit Building or as the Building is constructed unless approved in writing by the Unit Owner.

9. Maintenance, Alteration and Improvements. Responsibility for the maintenance of the Condominium Property, and restrictions upon the alteration and improvement thereof, shall be as follows:

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

Same shall include, but not be limited to, exterior painting, roofing, maintenance of parking facilities, and maintaining portions of the Condominium Property exposed to the elements, but shall not include maintenance of screen frames or screening or lanai enclosures, nor any alteration or addition to the Condominium Property made by a Unit Owner or his predecessors in title, nor any portions of the Condominium Property exposed to the elements for which this Declaration delegates responsibility to the Unit Owner.

Glass enclosures or partitions that were not installed as part of the original construction, such as lanai enclosures (if permitted as provided elsewhere in the Condominium Documents) are not the maintenance or insurance responsibility of the Association, and shall be the insurance, maintenance, repair and replacement responsibility of the affected Owner.

The Association's maintenance responsibility includes, without limitation; all electrical conduits located outside the Unit; plumbing fixtures and installations located outside the Unit; installations located within a Unit but serving another Unit; or installations 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 maintenance responsibility does not include interior non-load bearing partitions, electrical fixtures, switches or receptacles, plumbing fixtures, or other electrical or mechanical installations located within the Unit and serving only that Unit.

If, in connection with the discharge of its maintenance responsibilities, the Association must remove, disassemble, or destroy portions of the Condominium Property which the Unit Owner is required to maintain, repair, and replace, the Association shall be responsible for

reinstallation or replacement of that item, to its unfinished state (i.e., excluding floor coverings, wall coverings, ceiling coverings, paint, wallpaper, paneling, etc.), provided that such items are part of the Condominium Property as originally installed by the Developer, or replacements thereof of like kind and quality. Replacement of all upgrades or additions, even if made by a predecessor in title, shall be the responsibility of the Unit Owner, as shall any screens or frames which the Association must remove in connection with the maintenance of the Building, although the Association may have such screen replacement work performed by its contractor, and the Unit Owner will be responsible for reimbursements as a charge.

Each condominium unit owner and their successors and assigns, acknowledge that this Condominium is one of nine condominiums located in the development known as Charlotte Square. In order to provide for the unified maintenance and upkeep of the entire development and for the economical discharge of the management and maintenance functions of the Common Elements and Limited Common Elements of each condominium and of the Recreational Facilities for the benefit of the Condominium Unit Owners, the Condominium Association is authorized to and shall together with the other condominium associations of other condominiums in the development known as Charlotte Square appoint and/or enter into a contract with any person, firm, corporation or other real estate management agent, including but not limited to Charlotte Square Condominium Association, Inc., to provide for the unified and uniform maintenance and repair of the condominium property to the effect that there shall be one general supervising directorate for the maintenance and repair of the condominium properties of all condominiums and/or the Recreational Facilities in the Charlotte Square development. The powers that may be delegated by the Condominium Association include, but are not limited to, the right to contract for landscape maintenance, management, security services, janitorial maintenance, pool maintenance and asphalt maintenance, repair and replacement. Any and all expenses incurred by the Condominium Association pursuant to the appointment of an agent hereunder, and the delegation of duties and responsibilities, shall be a common expense of the condominium. Any such unified managing agent may be granted any and all powers of the Association which are exercisable by the Board of Directors as provided for in the Articles of Incorporation or the Bylaws of the Condominium Association, and in accordance therewith. The terms of said contract with any unified managing agent shall confirm to the requirements of the Bylaws of the Association in all regards.

9.2. Unit Owner Maintenance. Each Unit Owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own Unit and those Limited Common Elements serving his Unit, if so provided herein, whether ordinary or extraordinary including, without limitation: interior partitions, the finishes thereof, the structural framing related thereto (assuming non-load bearing); all electrical or plumbing facilities located in the Unit, which service only the individual Unit plus all electrical facilities from the electrical meter inward, which service only that Unit; window installations, including the window frame and encasement, the plate glass, exterior and interior caulking, window locking and opening mechanisms, and the window sills;

maintenance, repair and replacement of window screens, screen doors or lanai screens (including hardware and framing); sliding glass doors and the structural components thereof, including trim and caulking; Unit and storage locker, front entry door, except that the Association may paint entry doors when it is painting the entire Buildings; all other doors and the framing and structural components thereof (including trim, caulking, locks and hardware) within or servicing the Unit; the electrical, mechanical and plumbing fixtures and outlets (including connections) within a Unit and serving only that Unit including sinks, toilets, tubs, showers, shower pans, and all related Fixtures and installations; appliances; all portions of the heating and air conditioning equipment (including compressors, air handlers and freon lines) and utility installations and connections serving an individual Unit, no matter where located (except that Association shall maintain chases housing freon lines), dryer vents to the point of termination (even if exterior to the Unit), air conditioner discharge lines to the point of termination or connection to another discharge (even if exterior to the Unit); carpeting and other floor covering (including lanai areas); door and window hardware and locks; all other facilities or Fixtures located or contained entirely within a Unit which serve only that Unit. The owner shall be responsible for the interior maintenance of his respective storage room. All incoming plumbing including the shut off valve (at hot water) inward is a specific Unit Owner responsibility. Outbound plumbing is the responsibility of the Owner until the point of connection to a vertical disposal, even if outside the Unit boundary. All said areas, if located outside of the boundaries of the Unit, are declared Limited Common Elements. Unit owners are required to replace their hot water heater on or before the expiration date of said hot water heater. Notwithstanding any other provision of this Declaration, if the failure of a hot water heater results in damage to the common elements, limited common elements or unit of another owner and the date of the damage is subsequent to the expiration date of the hot water heater, a rebuttable presumption shall be created that the unit owner whose hot water heater was not replaced in accordance with this paragraph is negligent and therefore responsible for the damages caused as a result of same.

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

- Preservation of uniformity of appearance;
- Use of licensed and insured contractors;

- Right (but not duty) of oversight by the Association or its agent;
- The Unit Owner submitting plans as to the scope of the contemplated repair;
- Restrictions as to hours of work;
- Imposition of time limits in which jobs must be completed and prohibitions against major renovations during certain times of year.
- Restrictions regarding equipment that may be parked or stored on or near the Condominium Property during construction.
- Restrictions regarding the transport and storage of materials and supplies necessary for the construction to be performed.

Unit owners may not engage in "extensive" remodeling work or "heavy" construction activity, except with prior approval of the Board of Directors. "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:

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

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 that

the Association and the Owner so agree, or when necessary (as determined by the Board) to facilitate projects involving the Association's maintenance of the Condominium Property, and provided that 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 i.e., a lien for Charges. Unit Owners shall at all times be responsible to ensure, whether or not Association approval is required for work being done within the Unit, that all Contractors and other persons performing services for the Unit or Owner are properly licensed and insured, including required Worker's Compensation insurance. The Unit Owner shall hold the Association harmless from any claim of any nature arising out of failure to comply with this requirement.

9.4. Lanais are designated as part of the Unit. The Unit Owner who has the right to the exclusive use of said lanai shall be responsible for the maintenance, care and preservation of: lanai 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 Fixture(s) on or servicing the lanai; ceiling fans; and the replacement of light bulbs. The Association shall be responsible for structural maintenance, repair and replacement of lanai floors, ceilings and exterior portions, and also the Building walls enclosed by the lanais, provided that painting and regular maintenance (nonstructural) of Building walls enclosed by lanais shall be done by the Unit Owners, subject to the uniformity of appearance (e.g., color) and other criteria set forth in these Condominium Documents, or as determined by the Board.

9.5. Unit Floor Coverings. All Units above the first floor shall always have the floors covered with wall-to-wall carpeting, except in kitchens, bathrooms, lanais, and foyers, except as provided below. Hard floor surfaces (tile, marble, wood, etc.) may only be installed in areas other than kitchens, bathrooms, lanais, and foyers, upon prior written approval of the Board of Directors, which shall condition its approval on the Unit Owner's proof of the installation of appropriate sound-deadening material. Specifications for sound proofing of hard flooring (wherever located) must be approved in writing by the Board or its representative prior to installation, and then the installed sound proofing must be inspected and approved prior to installation of the hard flooring. The minimum sound proofing material that will be approved shall be of such kind and quality to achieve STC and IIC ratings of at least 47 in bathrooms and 52 in all other areas and as the Board may further specify.

9.6. Alterations by Unit Owners. No Owner may make or permit the making of any modifications or alterations to any portion of his Unit visible from the exterior, or in any manner change the appearance of any portion of the condominium visible from the exterior, 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. "Structural" alterations include, but are not limited to: relocation of existing electrical, plumbing, air conditioning or heating installations; relocation of existing Fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges; the removal or modification of any partition (if load bearing), door, window or screen; raising ceilings; or relocating kitchen or bathroom cabinetry. For purposes of this provision, the term "structural" shall also include the addition, removal, or relocation of any plumbing line or fixture, any electrical line or fixture, or the removal or creation of any interior partition if load bearing or visible from the exterior. Replacement of cabinetry, appliances, Fixtures, etc., with substantially equivalent installations, in the same location, shall not be deemed "structural" and shall not require approval of the Association, unless a building or other permit is required. Further, "structural" work shall include any and all work that requires a Building permit, an electrical permit, a plumbing permit, a mechanical permit, or similar permits from the appropriate governmental agency, whether or not mentioned above.

The Board shall, in appropriate circumstances, require sealed plans from an Architect or Professional Engineer licensed to practice in Florida as a condition of reviewing any requested structural modification, alteration or addition to the Condominium Property. The Board, in reaching its decision, may take into account uniformity of appearance, compatibility with architecture in Oxford House of Port Charlotte 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 9.8 of the Declaration of Condominium, regardless of the cost or expense of such addition or alteration. If any Unit Owner requests approval of any structural alteration or modification, the Association may permit such removal or modifications if same would not materially affect or interfere with the utility services constituting Common Elements, if any, located therein, the structural integrity of the Building or create a nuisance or disturbance to neighboring Units.

9.7. Additional Unit Owner Responsibility for Alterations and Additions. If a Unit Owner (or his predecessors in title) makes, or has made any modifications, installations, or additions to the interior or exterior of the Unit, Common Elements, or Limited Common Elements, the Unit Owner (and his heirs, successors in title and assigns) shall be financially responsible for the insurance, maintenance, care, 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 may be required to be removed in connection with the Association's maintenance of the Condominium Property. In such cases, the Unit Owner who installed the alteration, addition, or improvement (and/or their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or re-installation of the item, with said obligation being secured by a right of lien for Charges of equal dignity to the

common expense lien created by this Declaration, or alternatively, said Owner may be required to remove and reinstall said 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.

9.8. Alterations by Association. There shall be no material alterations or substantial additions to the Common Elements or association real property by the Association, except as authorized by the Board of Directors. Provided, however, that if any such alterations or additions require or obligate the expenditure of Association funds of more than five percent of the Association's budget for the fiscal year in which the work is authorized, including reserves, the Board shall obtain approval of a two-thirds (2/3) of voting interests present (in person or by proxy) and voting at an Association meeting, or by written agreement of two-thirds (2/3) of the entire voting interests. Necessary maintenance of the Common Elements, or Association Property regardless of the level of expenditure, is the responsibility of the Board of Directors.

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

9.10. Damage to Condominium Property. Each Unit Owner shall be liable to the Association and/or other Unit Owners for the expenses of any maintenance, repair or replacement of the Condominium Property, made necessary by his intentional act or negligence, or by that of any member of his Family or his or their guests, employees, agents, or lessees. If any condition, defect or malfunction existing within a Unit or Limited Common Elements which the Unit Owner is obligated to maintain, if caused by the Owner's negligence or failure to comply with the Condominium Documents or applicable law, shall cause damage to the Common Elements, Association Property, or to other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance (including the deductible) and without waiver of any insurer's subrogation rights, provided that such responsibility shall be conditioned on the neighboring Unit(s) being adequately insured based on local standards and conditions. Further, any claim of a Unit Owner against the Association or another Unit Owner relative to damage to the Condominium Property, to the extent the Association or other Unit Owner might otherwise be liable pursuant to the Condominium Documents or applicable law, shall be predicated upon said Unit Owner being adequately insured based on local standards and conditions. Should any Unit Owner

fail to maintain such insurance, any claim will be reduced to the extent such Unit Owner's insurance, if obtained pursuant to the above-described standards, would have provided coverage or compensation for the loss. The requirement that the individual Unit Owner obtain insurance shall not be construed to confer any additional liability on the Association or Unit Owners, but is intended to require Unit Owners and the Association to respectively insure risks that are customarily experienced in condominiums located in Florida's coastal communities, condominiums in general, including but not limited to damages occasioned by windstorms, hurricanes, tornadoes, floods, rainstorms, bursting pipes, water seepage and leakage, and mold and mildew. If one or more of the Units involved is not occupied at the time a damage incident is discovered (regardless of the cause), the Association may enter the Unit(s) without prior notice to the Owner(s) and take reasonable action to mitigate damage or prevent its spread, at the Unit Owner's expense. The Association may, but is not obligated to, repair the damage without the prior consent of the Owner, in the event of an emergency, and the Owner shall be responsible for reimbursement of the Association, with the cost being secured by a lien for Charges. Unit Owners are required to shut off all water valves when the Unit will be unoccupied on an overnight basis, and failure to do so will create a presumption of negligence.

9.11. Combination of Units. Two contiguous Units may, subject to the prior written approval of the Board of Directors, be combined in to a single living space. The Board shall disapprove such request, based upon its discretion, and upon a finding that the proposed combination of Units is not in the best interests of the Association. The Board, as a condition of approving the combination of Units, shall 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. A unit owner of a combined unit shall only be entitled to a single vote. 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.

10. Assessments and Charges. Assessments against Owners shall be made by the Board of Directors of the Association, in the manner provided in the Bylaws and as follows, and shall be borne by the Unit Owners on the same basis as their percentage of ownership of the entire condominium as set forth in Article 6.

10.1. Liability for Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while he/she is the Unit Owner. The grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his/her share of the Common Expenses including attorney's fees and other costs of collection incurred by the Association up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made.

10.2. Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within fifteen (15) days from the date when they are due shall incur a late fee and after thirty (30) days bear interest in an amount as determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law. The Board may accelerate unpaid Assessments in the manner prescribed by law. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such parcel, with interest, late Charges and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The Association may also accelerate all Assessments or Charges which are accrued, but not yet due, in the manner provided by law. The lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon recording, the Association's claim of lien shall relate back to the date of the filing of the original Declaration of Condominium. Upon payment the Condominium Parcel is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien.

10.3. Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty days before the foreclosure action is filed, and if the unpaid

Assessments, including those which have been accelerated (if applicable) and those coming due after the claim of lien is recorded, are paid before the entry of a final judgment or foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this sub- section are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

10.4. Appointment of Receiver to Collect Rental. 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 are in default (more than thirty days in arrears). The Association may, without order of the court, direct rental income (by written notice to the tenant with copy to Owner) from Units in default to be paid directly to the Association until all outstanding Assessments, interest, costs and 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 the institution of a foreclosure suit, a personal suit or otherwise to have rental proceeds paid on account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the court may direct. The Association may choose any of these courses of action as the Board deems appropriate without same constituting a waiver or election of remedies.

10.5. First Mortgage. The priority of the Association's lien and the obligation for payment of past due Assessments in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Florida Condominium Act, Chapter 718, Florida Statutes (2014), as amended from time to time.

10.6. Possession of Unit. Any person who acquires an interest in a Unit, except First Mortgagees through foreclosure of a first mortgage of record (or deed in lieu thereof), including without limitation persons acquiring title by operation of law, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments and other Charges due and owing by the former Owner, if any, have been paid. Possession shall be subject to all other Association requirements pertaining thereto.

10.7. Certificate of Unpaid Assessments. Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments against him/her with respect to his/her Unit.

10.8. Lien For Charges. There is hereby created a common law and contractual lien to secure any service which the Association provides for an individual member and which is not otherwise secured by the statutory lien for Common Expenses created herein.

By way of example, but not limitation, a lien for Charges exists to secure repayment to the Association when it must remove or reinstall Unit Owner alterations or items of Unit Owner maintenance responsibility in connection with the Association's discharge of its Common Element maintenance responsibilities, or address emergency situations, such as water extraction from a Unit. The lien for Charges shall be of equal priority to, shall be secured as to interest, late fees and attorney's fees and the like, and shall be foreclosed in the same manner as the common expense lien.

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

11.1. Access. The irrevocable right of access to each Unit during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units, or to determine compliance with the terms and provisions of this Declaration, the exhibits annexed hereto, and the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time. The Association may require that a pass key be posted for each Unit and may, if determined advisable by the Board, implement a master key system.

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

11.3. Recordkeeping. The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.

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

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

11.6. Acquisition or Transfer of Real Property; Leasing Common Elements and Association Property. The power to acquire or transfer real property or otherwise convey and mortgage real property for the use and benefit of its members with the same approval of Unit Owners as needed to amend the Declaration. No Unit Owner approval shall be required to purchase (or mortgage) a Unit through foreclosure, deed in lieu of foreclosure, or in connection with the Association's right of first refusal set forth in Article 17 hereof. Leasing of Units, Common Elements or Association Property may be approved by the Board of Directors, as well as the lease fees, use fees, and other fees permitted by the Act or the Condominium Documents.

11.7. Membership Agreements. The power to enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities with the same approval of Unit Owners as needed to amend the Declaration.

11.8. Fees for Use of Common Elements. Pursuant to Section 718.111(4), Florida Statutes (2014), 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.

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

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

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

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

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

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

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

As used in this section, "Association" shall include within its meaning all of the Association's Directors, officers, committee members, and employees.

11.11. Disclaimer, Waiver and Release of Claims Regarding Mold and Mildew. Mold occurs naturally in almost all indoor environments. Mold spores may also enter a condominium through open doorways, windows or a variety of other sources. The Unit Owner acknowledges that the Condominium is located in a hot, humid climate ("Florida Environment"), which is conducive to the growth of mold and/or mildew. Mold and/or mildew may be present during or after construction in the indoor air and/or on the interior

surfaces of the Unit, including, but not limited to, wall cavities, windows, and/or on the exterior surfaces of the Unit or any part thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

The Association shall not be responsible for the prevention of mold and/or mildew or any damages, including, but not limited to any special or consequential damages, property damages, personal injury, loss of income, emotional distress, death, loss of use, loss of income diminution or loss of value of the Unit, economic damages, and adverse health effects relating to, arising from or caused by mold and/or mildew accumulation regardless of the cause of said mold/or mildew. EACH UNIT OWNER (BY VIRTUE OF HIS 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 MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES LOSSES AND EXPENSES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR UNFORESEEN, THAT PURCHASER HAS, OR MAY HAVE IN THE FUTURE, IN LAW OR IN EQUITY ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH, RELEASE, DISCHARGE, DISPERSAL OR PRESENCE OF MOLD AND/OR MILDEW OR ANY CHEMICAL OR TOXIN SECRETED THEREFROM.

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

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

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

12.2. Coverage.

12.2.1. Casualty. Except as otherwise provided herein, the Association shall obtain and maintain fire, wind, general casualty, flood and extended coverage insurance with a responsible insurance company upon all of the Insurable Improvements of the entire Condominium, including Association Property, the Common Elements, the Units, and the personal property of the Association, for the full replacement or insurable value thereof, including coverage for changes in building codes, and less a commercially reasonable deductible as determined by the Board, provided the Board may exclude foundation and excavation costs in its discretion. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be reasonably available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11), Florida Statutes (2014), as amended from time to time. The original policy of insurance shall be held by the Association, and mortgagees shall be furnished, upon request, mortgage endorsements covering their respective interests. The word "Building" or "Insurable Improvement" in every hazard policy issued to protect a condominium building does not include Unit floor, wall, or ceiling coverings; electrical fixtures; appliances; air conditioner or heating equipment; water heaters; water filters; built-in cabinets or countertops; window treatments, including curtains, drapes, blinds, hardware and similar window treatment components; replacements of any of the foregoing, which are located within the boundaries of a Unit and serve only one Unit; all air conditioning compressors that service only an individual Unit, whether or not located within the Unit boundaries. The Unit Owners shall also be responsible to insure any portion of the Condominium Property which may be removed from Association insurance responsibilities by virtue of future amendments to Section 718.111(11), Florida Statutes (2014), as well as alterations, modifications or additions made to the Unit, Limited Common Elements, or Common Elements by said Unit Owner, or his predecessor in interest or title. Likewise, if the Association's master insurance policy obligations are increased by amendments to the Act, the Association shall insure such items.

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

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

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

12.3. Deductible and Other Insurance Features. The Board of Directors shall establish the amount of the deductible under the insurance policies, and other features, as they deem desirable and financially expedient, in the exercise of their business judgment.

12.4. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, or if applicable, a Limited Common Expense.

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

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

12.5.2. Unit. Proceeds on account of damage to Units shall be held in the following undivided shares:

12.5.2.1. When the Condominium Building is to be Restored.
For the Owners of damaged Units in proportion to the costs of repairing

the damage suffered by each Unit Owner, which cost shall be determined by the Association.

12.5.2.2. When the Condominium Building is NOT to be Restored. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Expenses appurtenant to the Unit.

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

12.5.3. Mortgages. In the event a mortgage endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except those proceeds paid to the Unit Owner and mortgagee, pursuant to the provisions of this Declaration.

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

12.6.1. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them, or, at the option of the Board, may be deposited in the Condominium's reserve fund.

12.6.2. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be

reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

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

12.8. Insurance by Unit Owners. Unit Owners are required to purchase and maintain adequate insurance coverage as follows. Title insurance is optional, and is the sole responsibility of the Unit Owner. Flood insurance, excess to the Association's coverage is optional. Unit Owners are required to carry basic casualty and liability insurance. Such insurance must include liability coverage of at least \$300,000.00 for injury to persons or property occurring within the Unit, the Limited Common Elements, or claims involving the Unit Owner's tenants, guests, and invitees. Owners shall also be required to carry casualty insurance (commonly known as "HO-6" insurance, or similar product), in amounts deemed sufficient by the Board (which may establish additional and supplemental individual Unit Owner's insurance obligations from time to time by rule) to provide for the Unit Owner's having adequate insurance to rebuild the interior of the Condominium premises, and any other items the Owner is obligated to reconstruct after casualty in the event of a casualty loss. Owners are also required to carry Loss Assessment coverage in an amount not less than \$2,000.00, and such other coverages as their individual insurance agent may recommend to provide full protection. The Board may require that Unit Owners provide Certificates of Insurance, or other appropriate evidence of the Unit Owner's carrying such insurance.

13. Reconstruction After Casualty. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

13.1. Common Elements. If the damaged improvement is any of the Common Elements, the damaged Common Element shall be reconstructed or repaired.

13.2. The Building.

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

13.2.2. Major Damage. If the damage renders more than 50% of the Units in the Condominium uninhabitable, as determined by the Board of Directors or governmental agencies of jurisdiction, the damaged property will be reconstructed or repaired, unless 75% of the entire voting interests in the Condominium agree in writing that such reconstruction or repair shall not take place. The decision whether or not to reconstruct or repair shall be made within one hundred eighty (180) days after the casualty, provided however that the Board of Directors shall have the authority to extend this period for decision-making, not to exceed two (2) years, to deal with exigencies in communication with Unit Owners caused by natural disasters or other significant casualties, or to deal with delays in obtaining information regarding reconstruction costs or insurance proceeds available for reconstruction.

13.2.3. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Building, as set forth in the plans and specifications for the Building, or if not, then according to plans and specifications approved by the Board of Directors, regardless of whether it is a material alteration or substantial addition as described in Article 9.8 and no vote of the Unit Owners shall be required.

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

13.3. Responsibility. If the damage includes those parts of a Unit or Limited Common Element or additions or upgrades for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for the reconstruction and repair after casualty of said portion of the work, although the Association may perform the work on behalf of the Owner if the damage is to an item that the Association insures when the Board deems it to be in the best interests of the Association to do so, including but not limited to, casualties where having multiple contractors may impede reconstruction efforts. When the Association is the recipient of insurance proceeds, such as in cases where a portion of the Building is insured by the Association, but is the repair responsibility of the Unit Owner, the Association may condition the disbursement of insurance proceeds on obtaining reasonable verification of appropriate steps to ensure

that the work is done and that the Contractor is paid for the performance of said work. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association. Assessments for the cost of the work shall be set forth in Article 13.5 below. If an Owner fails to repair and reconstruct those items that the Unit Owner is responsible for under this Declaration, the Association shall have, without waiver of other remedies, the right to proceed in accordance with Article 9.9, in which event the Unit Owner shall be charged for the costs of such activities (including attorney's fees incurred by the Association) by the Association which shall be secured by such rights as exist for collecting Common Expenses under these Condominium Documents i.e., a lien for Charges.

13.4. Estimates of Costs. After a determination is made to rebuild or repair damage to property for which the Association or Unit Owner has the responsibility of reconstruction and repair, the Association or Unit Owner shall obtain promptly reliable and detailed estimates of the cost to rebuild or repair. However, if the Association determines to perform the work on behalf of the unit owners, the Association shall obtain the estimates for that portion of the work to be performed by the Association.

13.5. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including shortfalls or no insurance proceeds occasioned by a deductible), or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made as follows. If the damage includes those parts of a Unit or Limited Common Element, or additions or upgrades, for which the responsibility of maintenance and repair is that of the Unit Owner the Unit Owner shall be responsible for the expenses relating to the reconstruction and repair after casualty of said portion of the work, even if the damage was caused by the Association's removal, disassembly, or demolition of the condominium property if such was connected to the Association's responsibility for reconstruction or to mitigate damage, notwithstanding any requirement to repair incidental damage found elsewhere in the Declaration. Assessments shall be against all unit owners as a Common Expense for damage to the Common Elements (including Limited Common Elements, which the Association maintains, repairs, and replaces as a Common Expense), in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to Common Elements shall be in proportion to the Owner's share in the Common Expenses. Assessments shall be a Limited Common Expense if damage is to a Limited Common Element that the Association maintains as a Limited Common Expense.

13.6. Termination of Condominium if NOT Reconstructed. If the Owners vote not to reconstruct the condominium by vote described in Article 13.2.2 hereof, the condominium shall be terminated in accordance with the procedures set forth in Article 19 and 20 hereof.

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 after a casualty:

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 in Article 13.2.

13.7.2. To declare any portion of the Condominium Property or Association Property unavailable for occupation by owners, tenants, 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, tenants, 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 a offsite location, with owners responsible for reimbursing the Association for items for which the owner is responsible but which may be necessary to prevent further damage. The Association shall bear no liability for such actions, if taken in good faith.

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

13.7.5. 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.

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

13.7.7. To adopt emergency Rules and Regulations governing the use and occupancy of the units, common elements, limited common elements, and Association property, with notice given only to those Directors with whom it is practicable to communicate.

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

14.1. Occupancy of Units; Single Family Residence. A condominium Unit shall be used only as a Single Family residence. As used in the Condominium Documents, "Single Family" means one natural person, a group of two or more natural persons who customarily reside together as a Single Family housekeeping Unit, each of whom is related to each of the others by blood, marriage or adoption, or not more than two persons not so related, who customarily reside together as a single housekeeping Unit. No more than two (2) persons may permanently occupy a one (1) bedroom Unit. No more than four (4) persons may permanently occupy a two (2) bedroom Unit. For purposes of these Condominium Documents, "permanently occupy" means to sleep in the Unit for more than thirty (30) 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 thirty (30) days in a calendar year) unless said person's occupancy has been specifically approved by the Association, through the Board of Directors. In considering such requests, the Board may consider factors set forth in Article 17 hereof, and may charge a reasonable fee for review of occupancy requests. Visitation by guests are governed by Article 15 of this Declaration of Condominium. Units may not be used for commercial or business purposes. Owners (and their Family members and tenants) may use Units for "home office" or "telecommuting" purposes, provided that such uses do not involve customers or clients coming onto the Condominium Property, the posting of any signage in the Condominium, the storage of equipment, products, or materials in the Condominium, nor more than two regular deliveries per day of correspondence or similar items from customary express delivery services.

14.2. All Unit Owners shall keep and maintain their respective Units in good condition and repair, and shall promptly pay for all utilities which are separately metered to the Unit.

14.3. Except for name plates approved by the Board of Directors, no Unit Owner shall cause signs to be posted or affixed to any of the common elements or in any Unit which such sign may be seen from the common elements.

14.4. All common hallways, lanais, terraces and passages shall be kept free for their intended use by the Unit Owners in common, and shall in no event be used as storage areas by the individual Unit Owners, either on a temporary or permanent basis.

14.5. No clothing, bedding, or other similar items, shall be hung over or on lanais.

14.6. All garbage or trash shall be placed in the disposal installations provided for such proposes by the Association.

14.7. All occupants of Units shall exercise extreme care about making noises, or the use of musical instruments, radios, televisions and amplifiers that may tend to disturb other occupants.

14.8. No occupant shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated a phonograph or radio loud speaker in such occupant's Unit between the hours of 11:00 o'clock p.m. and the following 9:00 o'clock a.m., if the same disturb or annoy other occupants of the building; and in no event shall either vocal or instrumental music be practiced for more than two (2) hours in any day or between the hours of 6:00 o'clock p.m. and the following 9:00 o'clock a.m.

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

14.10. Pets. No pets are allowed at any time on the condominium property.

14.11. In accordance with the Federal Fair Housing Amendments Act of 1988, and the Housing for Older Persons Act of 1995, and comparable legislation adopted by the State of Florida, at least one person fifty-five (55) years of age or older must be a permanent occupant of each unit while any other person occupies said unit. Persons under the age of fifty-five (55) and over the age of eighteen (18) may occupy and reside in a unit as long as one of the occupants is age fifty-five (55) or older. Persons under the age of eighteen (18) shall not occupy a unit on a permanent basis but may occupy a unit on a temporary basis, not to exceed sixty (60) days in any calendar year. Notwithstanding these provisions, the Board in its sole discretion shall have the right to establish hardship exceptions to permit persons of age eighteen (18) or old and less than fifty-five (55) years of age or older, provide that said exceptions shall not be permitted in situations where the granting of a hardship exception will result in having less than eighty percent (80%) (or the minimum as may be established by law from time to time) of the units in the condominium having less than one resident fifty-five (55) years of age or older. It is the intent of this provision that the community comply with the Fair Housing Amendment Act of 1988 as the same may be amended from time to time, and comparable law adopted by the State of Florida, which currently requires that at least eighty (80%) percent of the units shall at all times have at least one resident fifty-five (55) years of age or older. The Board of Directors shall establish policies and procedures for the purpose of insuring that the foregoing required percentages of occupancy by older persons are maintained at all times and to otherwise allow the Association to qualify for a legal exemption from the laws. The Board or its designee shall have the sole and absolute authority to deny occupancy of a unit by any person(s) who would thereby create a violation of the aforeslated percentages of adult occupancy. This restriction on occupancy by persons less than fifty-five (55) years of age shall not apply to

persons permanently occupying a unit as of the date of adoption of this Amendment. Persons who are not seventeen years of age or older shall not be permitted to use the recreation facilities of this condominium unless under the supervision of an adult, except to the extent and under such conditions as the Condominium Association may provide by regulation.

14.12. Parking. The Association may tow any vehicle at the vehicle owner's expense which is not authorized to be on the Condominium Property, which is parked in a parking space specifically designated to another Unit Owner or which parks on a portion of the Condominium Property not designated for parking.

14.13. Additional Restrictions. Additional Rules and Regulations not inconsistent with this Declaration, may be amended from time to time by the Board of Directors. Amendments to the Rules and Regulations may, but need not be recorded in the Public Records. Additional use restrictions are also contained elsewhere in the Condominium Documents.

15. Guest Occupancy. A "guest" is defined as a person who enters upon the Condominium Property at the invitation of a Unit Owner or tenant, (or their respective families) for the purpose of visiting the Unit Owner or tenant (or their respective families), occupying the Condominium Unit for less than thirty (30) days during any calendar year, or utilizing the Condominium Property. 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:

15.1. Non-OVERNIGHT Visitation by Guests When Unit Owner or Tenant 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 or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. 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 tenant (or an adult resident member of the Unit Owner's or tenant's Family), unless otherwise approved by the Board of Directors. 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.

15.2. Overnight Guests When Unit Owner or Tenant is in Residence. Provided the Unit Owner or tenant is in simultaneous residence, Unit Owners and tenants (and their respective families) may have related or unrelated overnight guests, for a maximum of thirty (30) consecutive days or a total of sixty (60) days per calendar year. If a guests' stay exceeds thirty (30) consecutive days or a total of sixty (60) days per calendar year, the guest must complete a resident application, submit it with a fee of \$100 and participate in an introductory interview by the Board or its designated representative. If approved by the

Board, the status of the guest would then change from that of a guest to that of a permanent occupant of the Unit. 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 four (4) adult persons (including the Unit Owner or tenant, and their families) and their minor children sleep overnight in any Unit.

15.3. Guests in the Absence of the Unit Owner or Tenant. Unit Owners and tenants are not permitted to have non-overnight guests when the Unit Owner or tenant is absent from the Condominium. Unit Owners and tenants 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 (pool, parking areas, beach access, etc.). At the discretion of the Board, temporary waivers or exceptions may be made, on a case by case basis. Requests for waivers and exceptions should be made at least one week in advance except in the case of medical emergencies. When a waiver or exception is granted, the Board, may if it so chooses, require the guest to meet with the Board on their arrival to review the House rules and regulations.

15.4. 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.

16. Leasing. The Lease of a Unit is defined as occupancy of the Unit by any person other than the Unit Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, etc.). The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration of Condominium. The term "tenant" and "lessee" shall likewise be used interchangeably. All leases must be in writing. Should a Unit Owner wish to Lease his Unit, he shall furnish the Association with a copy of the proposed Lease and the name of the proposed lessee, as well as all proposed occupants. Any person occupying the Unit after initial approval shall be subject to a separate application and approval process. The Association shall have thirty (30) days from the receipt of notice within which to approve or disapprove of the proposed Lease or proposed lessees or occupants. The Association shall give the Unit Owner written notice of its decision within said period. Failure to notify the Unit Owner shall be deemed an approval. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing is prohibited. All Leases shall be for a minimum period of ninety (90) consecutive days (or three calendar months) and for a maximum period of one (1) year. Leases may be renewed, subject to Board approval. This section shall apply to all unit owners, regardless of when the unit was purchased.

16.1. Board Right of Approval. The Board of Directors shall have the authority to approve all Leases and renewals or extensions thereof, which authority may be delegated to a committee or agent. No person may occupy a Unit as a tenant, Family member of a tenant, or otherwise without prior approval of the Board of Directors. The Board shall have the authority to promulgate or use a uniform Lease application and require such other information from the proposed tenant and all proposed occupants as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed tenant and their spouse, if any, and all proposed occupants of a Unit, as a condition for approval.

16.2. Tenant Conduct; Remedies. All Leases shall be on a uniform form of Lease or Lease addendum if so promulgated by the Association. Uniform Leases, addenda and all other Leases will provide or be deemed to provide that the tenants have read and agreed to be bound by the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations as the same may be amended from time to time (the "Condominium Documents"). The uniform Lease or addendum and other Leases shall further provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the Lease and subject the tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a tenant fails to abide by the Condominium Documents, the Unit Owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The Unit Owner shall have the duty to bring his tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct of the tenant into compliance with the Condominium Documents, the Association shall have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the tenants' noncompliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association, or as agent of the Unit Owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Unit Owner which shall be secured by a continuing lien in the same manner as assessments for Common Expenses.

16.3. Security Deposit. The Board of Directors shall have the authority, as a condition of granting approval to a Lease or renewal or extension thereof, to require that a prospective lessee or Unit Owner place a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association to protect against damage to the Common Elements or Association Property. Payment of interest, claims against the deposit, refunds and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes (2014) as amended from time to time.

16.4. Approval Process; Disapproval. Any Unit Owner intending to Lease his Unit shall submit an application and any other requested information and fees at least thirty (30) days in advance of the commencement of the Lease or renewal or extension term. Upon receipt of all information and fees required by Association and an interview (if requested by the Board), the Association shall have the duty to approve or disapprove all proposed Leases within thirty (30) days of receipt of such information for approval and the completion of the tenant/occupant interview (if required), by sending written notification to the Unit Owner within such time frame. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals or extensions of Lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the Lease agreement. If the Association disapproves a proposed Lease or renewal or extension, the Unit Owner shall receive a short statement indicating the reason for the disapproval, and the Lease shall not be made, renewed or extended. The Association shall neither have a duty to provide an alternate lessee nor shall it assume any responsibility for the denial of a Lease application if any denial is based upon any of the following factors:

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

16.4.2. The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicate that the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium Documents. By way of example, but not limitation, a tenant taking 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 the Condominium Documents;

16.4.3. 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 housing facilities or associations, or by his conduct in this Condominium as a tenant, Unit Owner or occupant of a Unit;

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

16.4.5. All Assessments, fines and other Charges against the Unit and/or Unit Owner have not been paid in full.

16.5. Liability. The liability of the Unit Owner under the Condominium Documents shall continue notwithstanding the fact that he may have Leased or rented his interest in the Unit as provided herein.

16.6. Association Fee. The Unit Owner or lessee seeking approval of a Lease of a Unit shall pay a transfer fee for each applicant in an amount determined by the Board but not exceeding the maximum permitted by law per transaction. No charge shall be made in connection with an extension or renewal of a Lease.

16.7. Waiting Period and Lease Term. The Association may also require such notice to be on application forms produced by the Association. Upon the effective date of this amendment, no Unit Owner may lease his or her Unit for a period of two (2) years after taking title to a Unit. After the expiration of this two-year period, Unit Owners may lease their Units in accordance with the provisions contained elsewhere herein. The two-year waiting period shall not apply in situations where title to a Unit passes through inheritance or where the Association acquires title to a Unit through a judicial sale, tax sale, or deed in lieu of foreclosure. In connection with the sale or other transfer of a Unit, the Association may impose a transfer or application fee upon the Unit Owner desiring to sell or lease. Such fee shall be determined by the Board of Directors but may not exceed \$100.00. No Unit may be leased for a term of less than three (3) months. No lease shall be made more often than two (2) times in any twelve (12) month period. For purposes of calculation hereunder, a Lease shall be considered as made on the first day of the Lease term. Any change in occupancy under a lease shall constitute a new lease for purposes of calculating hereunder.

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

17.1. Forms of Ownership:

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

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

17.1.3. Ownership by Corporations, Partnerships or Trusts. A Unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create

circumstances in which the Unit may be used as a short-term or transient accommodations for several individuals or families or used as a "perk" for guests of Units owned by business entities, religious, or charitable organizations, and the like. The approval of a partnership, trustee, or corporation or other entity as a Unit Owner shall be conditioned upon designation by the Owner of one natural person to be the "Primary Occupant." The use of the Unit by other persons shall be as if the Primary Occupant were the only actual Owner. Any change in this Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one such change will be approved in any twelve (12) month period. Unit Owners of record as of the adoption of this provision shall be required to designate a Primary Occupant within thirty (30) days of the effective date hereof, which is the date of recordation in the Public Records of Charlotte County, Florida.

17.1.4. Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved as provided below. In that event, the life tenant shall be the only member from such Unit, and occupancy of the Unit shall be as if the life tenant were the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant shall be liable for all Assessments and Charges against the Unit. Any vote, consent, or approval required by the Condominium Documents or law may be given by the life tenant alone, and the vote, consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights.

17.2. Transfer Subject to Approval.

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

17.2.2. Gift. If any Unit Owner shall acquire his title by gift, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. Notice must be given at least thirty (30) days prior to the intended closing or title transfer date. Approval to own or occupy may not be denied to any gift recipient who was the prior Owner's lawful spouse at the time of the gift, or was related by the gifting Owner by blood or adoption.

17.2.3. Devise or Inheritance. If any Unit Owner shall acquire his title by devise or inheritance, the continuance of his ownership of his Unit shall be subject to

the approval of the Board of Directors. If any Unit Owner acquires his title by devise or inheritance, his right to occupy or use the Unit shall be subject to the approval of the Board of Directors. Approval to own or occupy may not be denied to any devisee or heir who was the prior Owner's lawful spouse at the time of death, or was related to the deceased Owner by blood or by adoption.

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

17.2.5. Transfers to Trusts. Approval to own or occupy a unit may not be denied to any person who is the recipient of use or occupancy rights arising from transfer to a trust, where the Grantor or Settlor of the trust is a Unit Owner, and the Beneficiary or other person entitled to use or occupancy under the Trust Agreement was the Owner's lawful spouse or was related to the Owner by blood or adoption.

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

17.3.1. Notice to Board of Directors.

17.3.1.1. Sale. A Unit Owner intending to make a bona fide sale of his Unit or any interest in it shall give to the Board of Directors notice of such intention, together with the name and address of the intended purchaser, an executed copy of the purchase contract and its exhibits and such other information concerning the intended purchaser and the transaction as the Board of Directors may reasonably require. The Board may require, without limitation, credit history, a criminal background investigation, past residency or employment verification, personal references, and a personal interview with the purchaser(s) and all proposed Unit occupants. Such notice at the Unit Owner's option may include a demand by the Unit Owner that the Association furnish a purchaser of the Unit if the proposed purchaser is not approved.

17.3.1.2. Gift, Devise or Inheritance; Other Transfers. A Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Board of Directors notice of the acquiring of his title, together with such information concerning the Unit Owner as the Board of Directors may reasonably require (including that set forth in Article 17.3.1.1 hereof), and a certified copy of the instrument evidencing the Owner's title.

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

17.3.2. Certificate of Approval.

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

17.3.2.2. Gift, Devise or Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information the Board of Directors, including a personal interview if requested by the Board of Directors must either approve or disapprove the continuance of the Unit Owner's ownership of his Unit.

17.3.2.3. Approval of Occupant. If the Unit Owner or purchaser is a corporation, partnership, trust, some other entity, or more than one individual who are not husband and wife, the approval of ownership by the corporation, partnership, trust, other entity or multiple persons shall be conditioned upon approval of a Primary Occupant.

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

17.4.1. Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors (including the Association itself) who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

17.4.1.1. At the option of the Association to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in

accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Unit Owner and the other of whom shall be appointed by the Association, who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

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

17.4.2. Gifts, Devise, or Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise, or inheritance, or in any other manner, then within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Board of Directors shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors (including the Association itself) who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

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

17.4.2.2. The purchase price shall be paid in cash. The sale shall be closed within ten (10) days following the determination of the sale price. If the Board of Directors shall fail to provide a purchaser as required

by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Charlotte County, Florida, at the expense of the Unit Owner.

17.4.3. Disapproval for Good Cause. Approval of the Association for title transfers shall be withheld only if a majority of the whole Board so votes. The Board shall consider the following factors and may confer freely with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval:

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

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

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

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

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

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

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

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

17.5. Transfer Fee. The Association may Charge a processing fee for the approval of transfers of title. The fee may not exceed the maximum permitted by law per transaction.

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

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

18.1. Proposal of Amendments. An amendment may be proposed by a majority of the Directors, or by twenty-five percent (25%) of the entire voting interests.

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

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

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

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

18.6. Automatic Amendment. Whenever Chapter 718, Florida Statutes (2014) Chapter 617, Florida Statutes (2014) or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements

less stringent than set forth in this Declaration of Condominium, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors without a vote of the Owners, may adopt by majority vote, amendments to this Declaration of Condominium as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes (2014), or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

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

19. Termination. The unit owners may remove the condominium property from the provisions of the Condominium Act in the manner provided by said Condominium Act, and pursuant to the provisions thereof. The condominium further may be terminated by the affirmative vote of seventy-five percent of the unit owners, as authorized and provided in paragraph 13 herein.

20. Additional Termination Provisions.

20.1. Certificate of Termination; Termination Trustee. The termination of the Condominium shall be evidenced by a Certificate of Termination, executed by the President or Vice President of the Association with the formalities of a deed, certifying to the facts effecting the termination. Written joinders or consents executed with the formalities of a deed from the requisite number of voting interests of the Association, and mortgage holders, if required, shall be included in or be attached to the Certificate of Termination. The certificate shall include the name and address of a Termination Trustee, which must be one of the following: (1) the Association; (2) a Florida financial institution with trust powers; or (3) a licensed Florida attorney. The Certificate of Termination shall be signed by the Trustee indicating willingness to serve in that capacity. Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this section is recorded in the Public Records of Charlotte County, Florida. The recording of that Certificate of Termination automatically divests the Unit Owners of legal title, and vests legal title to all real and personal property formerly the Condominium property (hereinafter the "Property") in the Termination Trustee named in the Certificate of Termination without need for further conveyance. Beneficial title to the Property shall be owned by the former Unit Owners as tenants in common in undivided shares, such shares being the same as the undivided shares in the common elements appurtenant to the Units as provided elsewhere in this Declaration. On termination, each lien encumbering a Condominium parcel shall be transferred automatically to the beneficial shares in the Property with the same priority.

20.2. Wind-Up of Association Affairs. The termination of the Condominium does not, by itself, terminate or dissolve the Association. The former Unit Owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, the Articles of Incorporation, and Bylaws, and by law, for the purpose of winding up the affairs of the Association. The powers of the Association include the authority to sell real or personal property owned by the Association and distribute net proceeds therefrom, and insurance proceeds, to the unit owners in shares that are the same as the undivided shares in the common elements appurtenant to the units as provided elsewhere in this Declaration.

20.3. Trustee's Powers and Duties. The Termination Trustee shall hold title to the Property for the benefit of the former unit owners and their successors, assigns, heirs, devisees, mortgagees, and other lienholders, as their interests shall appear. If the former Unit Owners approve a sale of the Property as provided in this section, the Termination Trustee shall have the power and authority to convey title to the Property and distribute the net proceeds in accordance with the provisions of this Declaration. In the event the Association is not the Trustee, the following provisions shall apply:

20.3.1. The Trustee shall be entitled to charge a reasonable fee for acting in such capacity, and that fee, and all costs and expenses incurred by the Trustee in the performance of its duties, may be paid from the proceeds of the sale of the Property.

20.3.2. The Trustee shall be entitled to be indemnified and held harmless by the Association and its members from any and all liabilities and costs incurred by virtue of acting as Trustee, except those resulting from the Trustee's gross negligence or malfeasance.

20.3.3. The Trustee may rely on written instructions and information provided by the officers, directors, and agents of the Association, and shall not be required to inquire beyond such information and instructions.

20.4. Partition; Sale. Following termination, the Property may be partitioned and sold on the application of any unit owner. If at least two-thirds (2/3^{rds}) of the total voting interests of the membership of the Association agree to accept an offer for the sale of any or all of the Property or to create a new Condominium, the Board of Directors shall notify the Termination Trustee, and the Trustee shall complete the transaction. The Trustee shall have the authority to execute any and all documents to complete the sale and convey legal title to the Property provided an agreement setting forth the terms and conditions of the sale is approved and executed by the requisite two-thirds (2/3^{rds}) of the voting interests, with the formalities of a deed, which agreement must be recorded in the Public Records of Charlotte County, Florida prior to or simultaneous with the sale of the Property to a third party. In the event of a sale approved by the Unit Owners, any action

for partition of the Property shall be held in abeyance pending the sale, and on the consummation of the sale shall be discontinued by all parties thereto. If the former Unit Owners have not authorized a sale of the Property within one year after the recording of the Certificate of Termination, the Trustee may proceed to sell the Property in a commercially reasonable manner without agreement by the former Unit Owners, or may file an appropriate lawsuit to request judicial assistance regarding the partition and sale of the Property. The proceeds of the sale of any of the Property or assets of the Association shall be distributed by the Termination Trustee to the beneficial owners thereof, as their interests shall appear.

20.5. New Condominium. The termination of the Condominium does not bar creation of another condominium including all or any portion of the same property.

20.6. Provisions Survive Termination. The provisions of this Article 20 are covenants running with the land, and they shall survive the termination of the Condominium until all matters covered by these provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation, and applicable law, and shall have the power to levy assessments and to pay the costs and expenses of maintaining the property until it is sold. The costs of termination, the fees, and expenses of the Termination Trustee, as well as post-termination costs of maintaining the Property, are common expenses, the payment of which is secured by a lien on the beneficial interest owned by each former Unit Owner, which to the maximum extent permitted by law shall be superior to, and take priority over, all other liens.

20.7. Amendment. This Article 20 may be amended in the same manner in which this Declaration of Condominium may be amended generally, as set forth in Article 18.

21. Condemnation.

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

21.2. Determination Whether to Continue Condominium. Whether the condominium will be continued after condemnation will be decided in the same manner as repair after casualty as set forth in Paragraph 13 hereof.

21.3. Distribution of Funds. If the Association is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be 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 Association is not terminated after condemnation, the size of the Association may be reduced. The Owners of condemned Units, if any, will share in awards and special assessments as provided below.

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

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

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

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

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

21.6. Units Not Habitable. If the taking of any entire Unit or so reduces the size of the Unit that it cannot be made habitable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the condominium:

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

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

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

21.7. Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Unit Owners in the shares in which they own Common Expenses after adjustment of these shares on account of the condemnation. If a Unit is mortgaged, the remittance shall be paid jointly to the Owner and mortgagee(s) of the Unit.

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

22. Compliance and Default.

22.1. Duty to Comply; Right to Sue. Each Unit Owner, his tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, this Declaration, the documents creating the Association, the Bylaws and the Rules and Regulations. Action for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a Unit Owner against:

22.1.1. The Association;

22.1.2. A Unit Owner; or

22.1.3. Anyone who occupies a Unit as a Family Member, Tenant or a Guest in a Unit, of a Unit Owner. Unit Owners shall be jointly and severally liable for violations of the Condominium Documents by their Family Members, Tenants, or Guests.

22.2. Waiver of Rights. The failure of the Association 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 to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived 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.

22.3. Attorneys' Fees. In any legal proceeding arising out of an alleged failure of a Unit Owner, tenant, guest, or invitee or the Association to comply with the requirements of the Condominium Act or the Condominium Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and a reasonable attorney's fee before trial, at trial and on appeal. The Association may also recover attorney's fees it incurs because of noncompliance with the Condominium Documents in cases where no court action is filed including, but not limited to, arbitration and pre-litigation fees incurred in the collection of delinquent Assessments, and fees reasonably incurred by the Association in obtaining compliance with the Condominium Documents. Said costs and fees shall be secured by a lien for Charges, as provided in Article 10.8 hereof.

22.4. 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.

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

22.6. Notice of Lien or Suit.

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

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

22.6.3. Failure to Comply. Failure of an Owner to comply with this Section 21.6 will not affect the validity of any judicial suit; however, the failure may render the Owner liable to any party injured by such failure.

23. Miscellaneous Provisions.

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

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

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

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

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

23.6. The Developer granted to each Unit Owner a non-exclusive easement for streets, walks and other rights of way serving the Unit as a part of the Common Elements. All liens and leaseholds shall be subordinate and subsequent to the rights of easement herein granted to each Unit Owner.

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

23.8. In the event of a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act, Section 718, Florida Statutes, shall control. In the event of a conflict between this Declaration and the other Condominium Documents, same shall be governed as provided in the Bylaws.

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

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

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Ernest W. Sturges, Jr., Esq.
Goldman, Tiseo & Sturges, P.A.
701 JC Center Court, Suite 3
Port Charlotte, Florida 33954

**CERTIFICATE OF FIRST AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
OXFORD HOUSE OF PORT CHARLOTTE – A CONDOMINIUM, INC.**

THIS CERTIFICATE is made to reflect and document an Amendment, Restatement and Modification of the Declaration of Condominium of Oxford House of Port Charlotte – A Condominium, Inc. The Declaration of Condominium of Oxford House of Port Charlotte – A Condominium, Inc. have been recorded in the Public Records of Charlotte County as follows:

<u>Instrument and Date</u>	<u>O.R. Book/Page(s)</u>
a. Declaration of Condominium of Oxford House of Port Charlotte – A Condominium, Inc. (Date) November 9, 1973	0440/0190 et seq.
b. Certificate of Amendment to Declaration of Condominium of Oxford House of Port Charlotte – A Condominium, Inc. (Date) March 21, 2001	1874/1659 et seq.
c. Certificate of Amendment to Declaration of Condominium of Oxford House of Port Charlotte – A Condominium, Inc. (Date) March 23, 2009	3368/1941 et seq.
d. Certificate of Amendment to Declaration of Condominium of Oxford House of Port Charlotte – A Condominium, Inc. (Date) April 19, 2012	3649/1656 et seq.
e. Certificate of Amendment to Declaration of Condominium of Oxford House of Port Charlotte – A Condominium, Inc. (Date) April <u>14</u> , 2015	<u>3962/561</u> et seq.

The undersigned officers of the Board of Directors of Oxford House of Port Charlotte – A Condominium, Inc., a Florida not-for-profit corporation, hereby certify as follows:

1. The Declaration of Condominium of Oxford House of Port Charlotte – A Condominium, Inc. is hereby amended in accordance with Exhibit "A" attached hereto and entitled First Amendment to the Amended and Restated Declaration of Condominium.

2. This First Amendment to the Amended and Restated Declaration of Condominium of Oxford House of Port Charlotte – A Condominium, Inc. was proposed by duly adopted resolution, and approved by a vote of not less than two-thirds (2/3s) of the entire voting interest in the Association.

Executed this 7th day of APRIL, 2015, at PORT CHARLOTTE, Florida.

**OXFORD HOUSE OF PORT CHARLOTTE – A
CONDOMINIUM, INC.**

By:

Name:

Its:


Peter Kraus
President

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 7th day of APRIL, 2015, by PETER KRAUS, who is personally known to me or produced _____ as identification.

SEAL



CYNTHIA M. CLARK
MY COMMISSION # FF 147823
EXPIRES: August 4, 2018
Bonded Thru Budget Notary Services

NOTARY PUBLIC

CYNTHIA M. CLARK

Printed name of notary

By:

Name: Kathy Bastian

Its:


Secretary

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 7th day of APRIL, 2015, by KATHY BASTIAN, who is personally known to me or produced _____ as identification.

SEAL



CYNTHIA M. CLARK
MY COMMISSION # FF 147823
EXPIRES: August 4, 2018
Bonded Thru Budget Notary Services

NOTARY PUBLIC

CYNTHIA M. CLARK

Printed name of notary

EXHIBIT "A"

Article 9, Section 9.2 of the Amended and Restated Declaration of Condominium for Oxford House of Port Charlotte – A Condominium, Inc. is hereby amended to read as follows:

"9.2 Unit Owner Maintenance. Each Unit Owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own Unit and those Limited Common Elements serving his Unit, if so provided herein, whether ordinary or extraordinary including, without limitation: interior partitions, the finishes thereof, the structural framing related thereto (assuming non-load bearing); all electrical or plumbing facilities located in the Unit, which service only the individual Unit plus all electrical facilities from the electrical meter inward, which service only that Unit; window installations, including the window frame and encasement, the plate glass, exterior and interior caulking, window locking and opening mechanisms, and the window sills; maintenance, repair and replacement of window screens, screen doors or lanai screens (including hardware and framing); sliding glass doors and the structural components thereof, including trim and caulking; Unit and storage locker, front entry door, except that the Association may paint entry doors when it is painting the entire Buildings; all other doors and the framing and structural components thereof (including trim, caulking, locks and hardware) within or servicing the Unit; the electrical, mechanical and plumbing fixtures and outlets (including connections) within a Unit and serving only that Unit including sinks, toilets, tubs, showers, shower pans, and all related Fixtures and installations; appliances; all portions of the heating and air conditioning equipment (including compressors, air handlers and freon lines) and utility installations and connections serving an individual Unit, no matter where located (except that Association shall maintain chases housing freon lines), dryer vents to the point of termination (even if exterior to the Unit), air conditioner discharge lines to the point of termination or connection to another discharge (even if exterior to the Unit); carpeting and other floor covering (including lanai areas); door and window hardware and locks; all other facilities or Fixtures located or contained entirely within a Unit which serve only that Unit. The owner shall be responsible for the interior maintenance of his respective storage room. ~~All incoming plumbing including the shut off valve (at hot water) inward is a specific Unit Owner responsibility. Outbound plumbing is the responsibility of the Owner until the point of connection to a vertical disposal, even if outside the Unit boundary.~~ All said areas, if located outside of the boundaries of the Unit, are declared Limited Common Elements. Unit owners are required to replace their hot water heater on or before the expiration date of said hot water heater. Notwithstanding any other provision of this Declaration, if the failure of a hot water heater results in damage to the common elements, limited common elements or unit of another owner and the date of the damage is subsequent to the expiration date of the hot water heater, a rebuttable presumption shall be created that the unit owner whose hot water heater was not replaced in accordance with this paragraph is negligent and therefore responsible for the damages caused as a result of same."