

PREPARED BY:
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**CERTIFICATE OF AMENDMENT THE MARTINIQUE AT TARPON COVE
CONDOMINIUM ASSOCIATION, INC.**

THE UNDERSIGNED being the President and Secretary of THE MARINIQUE AT TARPON COVE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, do hereby certify that the attached Amendments to the Declarations of Condominium for:

The Martinique at Tarpon Cove, A Condominium, originally recorded in Official Record Book 2343, at Page 0585, et. seq., of the Public Records of Collier County, Florida;

The Martinique II at Tarpon Cove, A Condominium originally recorded in Official Record Book 2368, at Page 0659, et. seq., of the Public Records of Collier County, Florida; and

The Martinique III at Tarpon Cove, A Condominium originally recorded in Official Record Book 2602, at Page 0236, et. seq., of the Public Records of Collier County, Florida,

and the attached amendments to the Articles of Incorporation and By-laws of The Martinique at Tarpon Cove Condominium Association, Inc., were duly approved, adopted and enacted by the affirmative vote of the required percentage of unit owners in each Condominium and the Association at a meeting called for that purpose at which a quorum was present held on the 24th day of May, 2006. Dated this 4th day of June, 2006.
april

WITNESSES:

(Sign) _____

THE MARTINIQUE AT TARPON
COVE CONDOMINIUM
ASSOCIATION, INC.

(Print) Jocanna Collazo

BY: Robert A. Buonamici
President of the Association

(Sign) Judith Bonacci

(Print) Robert Buonamici

(Print) JUDITH BONACCI

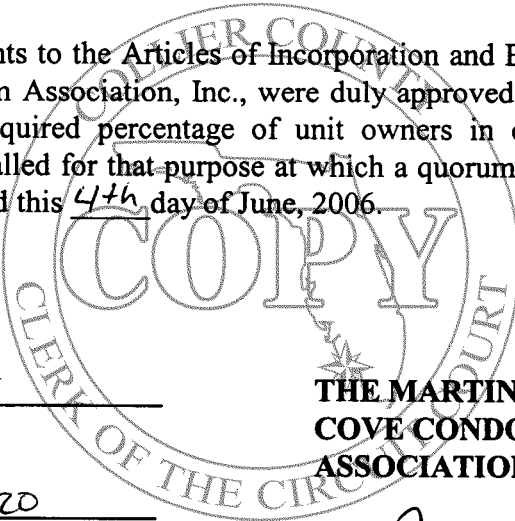
STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 8 day of June, 2006 by Robert Buonamici, as President of THE MARINIQUE AT TARPON COVE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC STATE OF FLORIDA
Judith L. Bonacci
Commission # DDS14785
Expires: FEB. 05, 2010
Bonded Thru Atlantic Bonding Co., Inc.

NOTARY PUBLIC:
Judith L. Bonacci
STATE OF FLORIDA (SEAL)
My Commission Expires:

Feb. 05, 2010



Retn:
RICHARD D DEBOEST II
1415 HENDRY ST
FT MYERS FL 33901

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
10/26/2006 at 08:06AM DWIGHT E. BROCK, CLERK

3922083 OR: 4127 PG: 2856

RFC FEB

588.00

WITNESSES:

(Sign) [Signature]

(Print) Joanna Collazo

(Sign) Judith Bonacci

(Print) JUDITH BONACCI

THE MARTINIQUE AT TARPON
COVE CONDOMINIUM
ASSOCIATION, INC.

BY: Margaret H. Comer
Secretary of the Association (SEAL)

(Print) MARGARET H. COMER

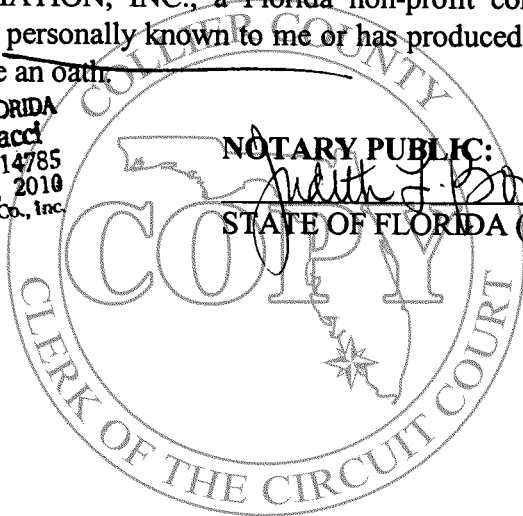
STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 8 day of June, 2006 by MARGARET COMER, as Secretary of THE MARINIQUE AT TARPON COVE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC-STATE OF FLORIDA
Judith L. Bonacci
Commission # DDS14785
Expires: FEB. 05, 2010
Bonded Thru Atlantic Bonding Co., Inc.

NOTARY PUBLIC:

Judith L. Bonacci
STATE OF FLORIDA (SEAL)



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NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE DECLARATIONS. FOR PRESENT TEXT SEE EXISTING DECLARATIONS OF CONDOMINIUM.

NOTE: The following is a consolidation of three separate Declarations of Condominium into a single document for the purpose of future ease of use and convenience. The Units and Common Elements of each Condominium and ownership rights therein are not being changed and are unaffected by the consolidation of the Declarations. This is not a merger of the Condominiums. Prior to this amendment The Martinique at Tarpon Cove Condominium Association, Inc., has been operated as a multi-condominium association as defined in Chapter 718, Florida Statutes and will continue to be operated as such following the amendment.

AMENDED, RESTATED AND COMBINED DECLARATIONS OF CONDOMINIUM

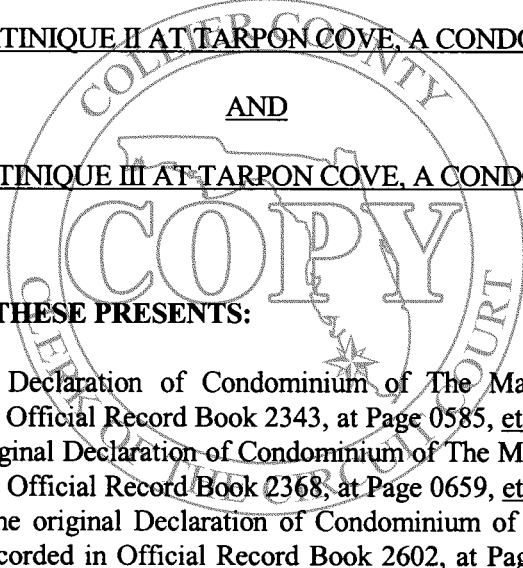
FOR

THE MARTINIQUE AT TARPON COVE, A CONDOMINIUM

THE MARTINIQUE II AT TARPON COVE, A CONDOMINIUM

AND

THE MARTINIQUE III AT TARPON COVE, A CONDOMINIUM



KNOW ALL PERSONS BY THESE PRESENTS:

That heretofore, the original Declaration of Condominium of The Martinique at Tarpon Cove, A Condominium, was recorded in Official Record Book 2343, at Page 0585, et. seq., of the Public Records of Collier County, Florida, the original Declaration of Condominium of The Martinique II at Tarpon Cove, A Condominium was recorded in Official Record Book 2368, at Page 0659, et. seq., of the Public Records of Collier County, Florida, and the original Declaration of Condominium of The Martinique III at Tarpon Cove, A Condominium was recorded in Official Record Book 2602, at Page 0236, et. seq., of the Public Records of Collier County, Florida.

The foregoing listed Declarations of Condominium, and the Exhibits thereto, as they have previously each been amended, are hereby further amended and restated in their entirety and combined into this single Declaration. The combining of the Declarations into a single Declaration is not intended to be a merger of the Condominiums.

1. **SUBMISSION TO CONDOMINIUM OWNERSHIP:** This Amended, Restated and Combined Declaration of Condominium is made by The Martinique at Tarpon Cove Condominium Association, Inc., a Florida Corporation not for profit, hereinafter the "Association". The land subject to this Declaration and the improvements located thereon have already been submitted to condominium ownership and use pursuant

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to the Florida Condominium Act. No additional property is being submitted to condominium ownership by this Declaration. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners of condominium parcels. The acquisition of title to a unit or any other interest in the condominium property, or the lease, occupancy, or use of any portion of a unit or the condominium property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

2. NAME AND ADDRESS: The names of the Condominiums are The Martinique at Tarpon Cove, A Condominium, The Martinique II at Tarpon Cove, A Condominium, and The Martinique III at Tarpon Cove, A Condominium and their street address is 965-1045 Tarpon Cove Drive, Naples, Florida 34110.

3. DESCRIPTION OF CONDOMINIUM PROPERTY: The land submitted to the condominium form of ownership by the original Declarations as amended (hereinafter the "Land") is legally described in the original Declarations as Exhibit "E". Those legal descriptions are hereby incorporated by reference as though set forth at length herein and renamed as Composite Exhibit "A".

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

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

4.2 "Association" means The Martinique at Tarpon Cove Condominium Association, Inc., a Florida Corporation not for profit, a multi-condominium association and the entity responsible for the operation of these Condominiums

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

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

4.5 "Charge" or "Fee" 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 obligation may arise by oral or written contract, by law or equity, or may be created by the governing documents.

4.6 "Condominium Documents" means and includes this Declaration, Articles of Incorporation and Bylaws and all recorded exhibits hereto, as amended from time to time.

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

(A) One natural person.

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

(C) Two or more natural persons who commonly reside together as a single housekeeping unit.

The reference to "natural" herein is intended to distinguish between an individual and a corporation or other artificial entity.

4.8 "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.

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

4.10 "Institutional Mortgagee" means the mortgagee (or its assignee) of a mortgage against a condominium parcel, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a condominium parcel which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

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

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

4.13 "Master Association" means The Tarpon Cove Community Association, Inc.

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

4.15 "Owner" has the same meaning as the term "unit owner" as defined in the Condominium Act, except that for the purpose of interpreting use and occupancy restrictions related to units, in cases where a primary occupant has been designated for a unit because of its ownership, the word "owner" refers to the primary occupant and not the record owner.

4.16 "Primary Institutional Mortgagee" means that institutional mortgagee which, at the time a

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determination is made, holds first mortgages on more units in the Condominium than any other institutional mortgagee, such determination to be made by reference to the number of units encumbered, and not by the dollar amount of such mortgages.

4.17 "Primary Occupant" means a natural person approved 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.

4.18 "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, subject to any limits set forth in the Declaration of Condominium. The Rules and Regulations attached to and recorded with the original Declarations as Exhibit "D" are rescinded.

4.19 "Unit" or "Unit Owner" has the same meaning as the term "unit owner" as defined in the Condominium Act, except that for the purpose of interpreting use and occupancy restrictions related to units, in cases where a primary occupant has been designated for a unit because of its ownership, the word "owner" refers to the primary occupant and not the record owner.

4.20 "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 Association matters. There are 24 units in The Martinique at Tarpon Cove; 24 units in The Martinique II at Tarpon Cove; and 24 units in The Martinique III at Tarpon Cove. Collectively the total number of voting interests in the Association is 72 votes. The Board may from time to time determine in its sole discretion that a vote of only the owners in one or less than all Condominiums is required on matters that pertain to only one or less than all Condominiums.

4.22 "Voting Certificate", if required by the Board of Directors, means the written document naming the owner of the Unit authorized to cast the vote of the Unit. The voting certificate must be signed by all owners or in the case of a Unit owned by a partnership, corporation or trust by the general partner, an officer or the trustee as the case may be. The last voting certificate on file with the Association shall be considered valid unless and until a new voting certificate is filed. It is the responsibility of the unit owner to update the voting certificate.

5. DESCRIPTION OF IMPROVEMENTS: SURVEY AND PLANS:

5.1 Survey and Plot Plans. Attached to each of the original Declarations as an Exhibit, and herein designated as Composite Exhibit "B", and incorporated by reference herein, are a survey of the Land and plot plans, which graphically describe the improvements in which units are located, and which show all the units including their identification numbers, locations and approximate dimensions and the common elements and limited common elements.

5.2 Unit Boundaries. Each Unit shall include that part of the Building containing the Unit that lies with the boundaries of the Unit, which boundaries are as follows:

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- (A) Horizontal Boundaries – The upper and lower boundaries of the units will be:
1. Upper Boundary – The planes of the underside of the finished and undecorated ceilings of the unit, extended to the perimeter boundaries.
 2. Lower Boundary – The planes of the upperside of the finished and undecorated surface of the floors of the unit, extended to meet the perimeter boundaries.
- (B) Perimeter Boundaries – The perimeter boundaries will be both the finished and undecorated interior surfaces of the perimeter walls of the unit as shown on the Condominium Plot Plan, and the planes of the interior surfaces of the unit's windows, doors, and other openings that abut the exterior of the building or common elements, including limited common elements.

In cases not specifically covered in this Section 5.2 or in any case of conflict or ambiguity, the graphic depictions of the unit boundaries set forth in the original Survey and Plot Plan Exhibits to the original Declarations that have herein been designated Composite Exhibit "B", shall control in determining the boundaries of a unit.

6. CONDOMINIUM PARCELS: APPURTENANCES AND USE:

6.1 Shares of Ownership of Condominium Common Elements and Condominium Common Surplus.

- (A) The Martinique at Tarpon Cove contains 24 units. The owner of each unit shall also own a 1/24th undivided share in the common elements and the common surplus of the Condominium.
- (B) The Martinique II at Tarpon Cove contains 24 units. The owner of each unit shall also own a 1/24th undivided share in the common elements and the common surplus of the Condominium.
- (C) The Martinique III at Tarpon Cove contains 24 units. The owner of each unit shall also own a 1/24th undivided share in the common elements and the common surplus of the Condominium.

6.2 Shares of Ownership of Association Property and Association Common Surplus. There are a total of 72 units in all of the Condominiums that are subject to this Declaration and whose owners are members of The Martinique at Tarpon Cove Condominium Association, Inc. The owner of each unit shall also own a 1/72nd undivided share in the Association property and the Association common surplus.

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

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- (A) An undivided ownership share in the Land and other common elements and the common surplus, as specifically set forth in Section 6.1 and 6.2 above.
- (B) Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Amended and Restated Articles of Incorporation and Bylaws of the Association, attached hereto as Exhibits "C" and "D", respectively.
- (C) The exclusive right to use the limited common elements reserved for the unit, and the right to use the common elements.
- (D) An exclusive easement for the use of the airspace occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically.
- (E) Each unit owner shall automatically be a member in the Master Association.
- (F) Other appurtenances as may be provided in this Declaration and its exhibits.

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

6.3 Use and Possession. A unit owner is entitled to exclusive use and possession of his unit. He is entitled to use the common elements in accordance with the purposes for which they are intended, but no use of the unit or the common elements may unreasonably interfere with the rights of other unit owners or other persons having rights to use the condominium property. No unit may be subdivided, and no fractional portion may be sold, leased or otherwise transferred. The use, occupancy, alteration, transfer and appearance of the units, common elements and limited common elements shall be governed by the condominium documents and by the rules and regulations adopted by the Board of Directors.

7. COMMON ELEMENTS: EASEMENTS:

7.1 Definition. The term "common elements" means all of the property submitted to condominium ownership that is not within the unit boundaries set forth in Section 5 above. The common elements include without limitation the following:

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

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support of a building.

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

7.2 Easements. Each of the following easements and easement rights is reserved through the condominium property and is a covenant running with the land of each Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominiums. 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 unit owners with respect to such easements.

- (A) Utility and other Easements. The Association has the power, without the joinder of any unit owner, to grant, modify or move easements such as electric, gas, cable television, or other utility or service easements, or relocate any existing easements, in any portion of the common elements or association property, and to grant easements or relocate any existing easements in any portion of the common elements or association property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominiums. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the units. The Association may also transfer title to utility-related equipment, facilities or material, and take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred. The unit owners and the Association have a perpetual non-exclusive easement for utilities and drainage over, under and through the common elements of all Condominiums and such easement shall survive the termination of any Condominium.
- (B) Encroachments. If any unit encroaches upon any of the common elements or upon any other unit for any reason other than the intentional act of the unit owner, or if any common element encroaches upon any unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.
- (C) Ingress and Egress. A non-exclusive easement shall exist in favor of each unit owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the common elements of all Condominiums as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the common elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.
- (D) Natural Growth and Overhanging Troughs and Gutters. There shall be easements for overhanging natural growth of trees and shrubbery over the Units, Common Elements and Limited Common Elements. There shall be easements for overhanging troughs and gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over

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the Units, Common Elements and Limited Common Elements.

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

8. LIMITED COMMON ELEMENTS:

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

- (A) Assigned Parking Spaces. Each unit has been assigned a covered parking space. A master list identifying the covered parking space assigned to each Unit shall be kept and maintained by the Association. The assigned parking spaces are limited common elements appurtenant to the units to which they are assigned, and any transfer of title to a unit (including transfer by operation of law) shall operate to transfer the exclusive use of the unit's then appurtenant parking space. The cost of maintenance and repair of all parking spaces including limited common element covered parking spaces is a common expense of each Condominium. Each unit shall always have the exclusive use of at least one assigned covered parking space.
- (B) Air Conditioning and Heating Equipment. All equipment, fixtures and installations located outside of a unit, which furnish air conditioning or heating exclusively to that unit, shall be limited common elements, and shall be maintained, repaired and replaced by, and solely at the expense of, the owner of the unit, except as otherwise provided in Section 11.4 below.
- (C) Lanais. Any lanai that is attached to or serves exclusively a unit shall be a limited common element. The unit owner shall be responsible for day-to-day cleaning and care and any damage, accidental or intentional, caused by the Unit Owner, members of his family, guests or tenants. All painting and maintenance of walls and railings shall be the responsibility of the Association and shall be a common expense of each Condominium. Maintenance and replacement of shutters (hurricane and otherwise), screens and sliding glass doors shall be the responsibility of the owner. No lanai may be carpeted, tiled, covered or enclosed in any way without the prior written approval of the Board of Directors as elsewhere provided herein. The maintenance, repair, replacement and insurance of any such improvement shall be the responsibility of the unit owner. If any improvement must be removed in order for the Association to perform any of its maintenance, repair or replacement responsibilities the Association shall not be responsible for any damage caused thereto or cost of replacement thereof.
- (D) Others. Any part of the common elements that is connected to or exclusively serves a

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single unit, and is specifically required in Section 11 of this Declaration to be maintained, repaired or replaced by or at the expense of the unit owner, shall be deemed a limited common element appurtenant to that unit, whether specifically described above or not. This paragraph includes windows, screens and doors, including all hardware associated therewith.

8.2 Exclusive Use; Transfer of Use Rights. The exclusive use of a limited common element is an appurtenance to the unit or units to which it is designated or assigned. If the exclusive use of any assignable limited common element was not, for any reasons, assigned to the use of a specific unit or units by the Developer, the Association may do so, or may designate another use. The right of exclusive use of each limited common element passes with the unit to which it is assigned, whether or not separately described, and cannot be separated from it; except that the use rights to a particular parking place or storage locker may be exchanged between units by written agreement between the unit owners desiring such exchange, with the prior approval of the Association.

9. ASSOCIATION: The operation of the Condominiums is by The Martinique at Tarpon Cove Condominium Association, Inc., a Florida corporation not for profit, which shall perform and function as a multi-condominium association pursuant to the following:

9.1 Articles of Incorporation. A copy of the Amended and Restated Articles of Incorporation of the Association is attached as Exhibit "C".

9.2 Bylaws. A copy of the Amended and Restated Bylaws is attached as Exhibit "D".

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

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

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

9.6 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act and the condominium documents. The Association may contract, sue, or be sued with

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respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the condominium property and association property. The Association may impose fees for the use of common elements or association property. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory or use interests in lands or facilities, whether or not the lands or facilities are contiguous to the lands of the Condominiums, for the use and enjoyment of the unit owners. The acquisition of real property by the Association shall not be deemed a material change in the appurtenances to the units.

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

9.8 Purchase of Units. In connection with a foreclosure or other Court ordered sale of a Unit the Association has the power to purchase one or more units in the Condominium, and to own, lease, mortgage, or convey them, such power to be exercised by the Board of Directors.

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

9.10 Disposition of Property. Any property owned by the Association, whether real, personal or mixed, may be mortgaged, leased or otherwise encumbered by the affirmative vote of a majority of the entire Board of Directors, without need for authorization by the unit owners. Any real property owned by the Association may be conveyed by the Board of Directors, but only after approval by at least a majority of the total voting interests. The Board of Directors shall have the authority to convey personal property without the need for authorization by the unit owners.

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

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

9.13 DISCLAIMER, WAIVER AND RELEASE OF CLAIMS REGARDING MOLD AND MILDEW. Mold occurs naturally in almost all indoor environments. Mold spores may also enter the condominium Unit 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

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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.

(A) What the Unit Owner Can Do. The Unit Owner can 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.

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.
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.
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.
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.
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.
6. Clean and dry refrigerator, air-conditioner and dehumidifier drip pans and filters regularly and be certain that refrigerator and freezer doors seal properly.
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.
8. Fix leaky plumbing and leaks in the exterior and interior surfaces of the Unit and all other sources of moisture problems immediately.

DECLARATION

