

Prepared by and return to:  
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**CERTIFICATE OF AMENDMENT**  
**OF**  
**NO. 3, GLADES GOLF AND COUNTRY CLUB**

I HEREBY CERTIFY that the following Second Amended and Restated Declaration of Condominium of No. 3, Glades Golf and Country Club was duly adopted by the Association membership at a duly noticed membership meeting of the Association on the 15th day of December, 2016. Said amendment was approved by a proper percentage of voting interests of the Association.

The original Declaration of Condominium of No. 3, The Glades Country Club Apts., and the legal description of the Collier County, Florida real property subject to the Declaration are recorded at Official Records Book 485, Page 681, et. seq., of the Public Records of Collier County, Florida.

GLADES GOLF AND COUNTRY CLUB, INC.,  
a Florida not-for-profit corporation

By: Frank Kenney  
Frank Kenney, its President

Pamela Darren

Witness

PAMELA DARREN

Printed Name of Witness

Sheena Williams

Witness

SHEENA WILLIAMS

Printed Name of Witness

STATE OF FLORIDA  
COUNTY OF COLLIER

Sworn to and subscribed before me, an officer duly authorized to take acknowledgments, by Frank Kenney, as President of the GLADES GOLF AND COUNTRY CLUB, INC., who is personally known to me or identified by a driver's license and who executed the foregoing instrument and acknowledged before me that he executed the same, on this 3<sup>rd</sup> day of Jan, 2017.

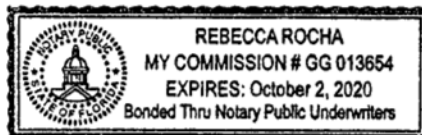
Rebecca Rocha

Notary Public

REBECCA ROCHA

Printed name of Notary

My Commission Expires:



**NOTE: SUBSTANTIAL REWORDING OF DECLARATION. SEE EXISTING DECLARATION FOR CURRENT TEXT.**

**SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM**

**NO. 3, GLADES GOLF AND COUNTRY CLUB, A CONDOMINIUM**

**PREAMBLE**

**KNOW ALL MEN BY THESE PRESENTS:**

That heretofore, on November 6, 1972, the original Declaration of Condominium of No. 3, The Glades Country Club Apts., a Condominium was recorded in Official Records Book 485, at Pages 681 et. seq., of the Public Records of Collier County, Florida. The Declaration of Condominium, as it has subsequently been amended and restated, is hereby amended and restated in its entirety, and the name of the Condominium is No. 3, Glades Golf and Country Club, a Condominium.

1. SUBMISSION TO CONDOMINIUM OWNERSHIP: This Amended and Restated Declaration of Condominium is made by Glades Golf and Country Club, Inc., a Florida not-for-profit corporation. Any reference to the term "Declaration" shall mean this Amended and Restated Declaration of Condominium, or where specified, the original Declaration of Condominium for this Condominium. The land that is subject to the existing Declaration of Condominium and the improvements located thereon have already been submitted and are hereby again submitted to condominium ownership and use pursuant to the Condominium Act, as may be amended from time to time. No additional property is being submitted to condominium ownership by this instrument. 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 Unit Owners. 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, the Common Elements or Association 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 name of the Condominium is No. 3, Glades Golf and Country Club, a Condominium, and its address is 174 Teryl Road, Naples, FL 34112.

3. DESCRIPTION OF CONDOMINIUM PROPERTY: The land submitted to the condominium form of ownership by the original Declaration (hereinafter the "Land") is legally described in Appendix "A" to the original Declaration, which is hereby incorporated by reference.

4. DEFINITIONS: The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes (2016) (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 Glades Golf and Country Club, Inc., a Florida not-for-profit corporation, the entity responsible for the operation and maintenance of the Condominium and the Association Property.

4.3 “Association Property” means all property, real or personal, owned or leased by or is dedicated by a recorded plat to, the Association for the use and benefit of the Unit Owners. The terms “Association Property” and “Condominium Property” are mutually exclusive.

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 “Condominium Documents” means and includes this Declaration, all recorded exhibits to this Declaration of Condominium, the Rules and Regulations, all as amended from time to time.

4.6 “Condominium Property” means and includes the Units and Common Elements of this Condominium, together with the rights and appurtenances thereto.

4.7. “Common Elements” means all of the property submitted to condominium ownership that is not within the Unit boundaries. Unless the context of any section or subsection of this Declaration clearly imparts a different meaning, the term “Common Elements” shall always include all Limited Common Elements located therein.

4.8 “Family” or “Single Family” shall refer to any one of the following:

(A) One person (as used in this Declaration, the term “person” or “natural person” shall mean a real person as opposed to an artificial entity such as a corporation, partnership, limited liability company or trust).

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

4.9 “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.

4.10 “Glades Complex” shall mean and include all Condominiums operated by the Association and the Association Property.

4.11 “Guest” means any person who is not the Unit Owner or a lessee or a member of the Unit Owner’s or lessee’s family, who is physically present in, or occupies the Unit on a temporary basis at the invitation of the Unit Owner or other legally permitted occupant, without the payment of consideration. Any guest occupying a Unit longer than as permitted in Section 7.2(B) of the Bylaws and the Rules and Regulations shall be considered a lessee regardless of whether or not any consideration is being paid and said person(s) must submit a lease application and be approved as a tenant in order to continue to occupy the Unit.

4.12 “Lease” means the grant by a Unit Owner of a temporary right of use of the Owner’s Unit for valuable consideration.

4.13 “Limited Common Element” means a part of the Common Elements reserved for the exclusive use of one or more Units to the exclusion of other Units.

4.14 “Maintain” “Protect” “Repair” “Replace”. “Maintain” means to keep in an existing state and preserve from failure or decline. “Protect” means to maintain the status or integrity. “Repair” means to restore to a sound or healthy state. “Replace” means to put something new in place of the item.

4.15 “Material Alteration” means to palpably or perceptively vary or change the form, shape, elements or specifications in such a manner as to appreciably effect or influence its functions, use or appearance.

4.16 “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.

4.17 “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.

4.18 “Primary Occupant” means the person approved for occupancy of a Unit in accordance with Section 9 of the Bylaws and the Rules and Regulations.

4.19 “Recreation Areas” refers to that property described in Section 6.3 of this Declaration. The Recreation Areas are part of the Association Property.

4.20 “Rules and Regulations” means those rules and regulations promulgated by the Board of Directors, governing the use, alteration, maintenance and transfer of Units, Common Elements and Limited Common Elements, subject to any limits set forth in the Condominium Documents. Rules and Regulations shall be reasonable and shall not contravene any right which is

contained in the Condominium Documents or which may be reasonably inferred from the Condominium Documents.

4.21 “Unit” means a part of the Condominium Property of the Condominium which is subject to exclusive ownership.

4.22 “Unit Owner” or “Owner” means the record owner of legal title to a unit, except that for the purpose of interpreting use and occupancy restrictions, and voting rights related to Units, the word “Unit Owner” or “Owner” refers to the primary occupant or purchaser in possession in those cases where a unit is required to designate a primary occupant or is subject to an agreement for deed, respectively.

## 5. DESCRIPTION OF IMPROVEMENTS: SURVEY AND PLANS:

5.1 Survey and Plot Plans. Attached to the original Declaration as Appendix “B”, as amended, and incorporated by reference herein, are a survey of the Land and plot plans, and plans of Units and Common Elements 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 of the Condominium. The boundaries of the Units, Common Elements and Limited Common Elements shall be as stated in the original Declaration.

5.2 Unit Boundaries. Each Unit shall include that part of the building that lies within the following boundaries:

(A) Upper and Lower Boundaries. The upper and lower boundaries of the Unit are the following boundaries, extended to their intersections with the perimeter boundaries:

(1) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling of the Unit.

(2) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the Unit.

(B) Perimeter Boundaries. The perimeter boundaries of the Unit are the vertical planes of the unfinished interior surfaces of the plasterboard walls bounding the Unit as shown on Appendix “B”, extended to their intersections with each other and with the upper and lower boundaries.

(C) Interior Walls. No part of the non-structural interior partition walls within a Unit shall be considered part of the boundary of a Unit.

(D) Apertures. When there are any openings in any boundary, including, without limitation, windows, doors and skylights, the boundaries of the Unit shall extend to the interior unfinished surfaces of the coverings of such openings, and their frameworks. Therefore, windows, doors, screens and all framings, casings and hardware therefor, are excluded from the Unit.

In cases not specifically covered in this Section 5.2, or in any case of a conflict or ambiguity, the graphic depictions of the Unit boundaries set forth in Appendix "B" to the original Declaration shall control in determining the boundaries of a Unit., except the provisions of 5.2(D) above shall control over Appendix "B". This Section 5.2 is intended to clarify the provisions of the original Declaration, and nothing herein shall be construed as purporting to change the boundaries of the Units from what was provided in the Declaration as originally recorded.

6. CONDOMINIUM PARCELS: APPURTENANCES AND USE:

6.1 Shares of Ownership. Each Unit Owner shall own a 1/72 undivided share in the Common Elements and the common surplus for the Condominium

6.2 Appurtenances to Each Unit. The Owner of each Unit shall have certain rights and own a certain interest in the Condominium Property, including without limitation the following:

(A) An undivided ownership share in the Common Elements and the common surplus, as specifically set forth in Section 6.1 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 Amended and Restated Bylaws of the Association.

(C) The right to use the Limited Common Elements reserved for the Unit, and the right to use the common elements, subject to the Rules and Regulations.

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

(E) Other appurtenances as may be provided in this Declaration and its exhibits.

Each Unit and its appurtenances constitutes a "Condominium Parcel".

6.3 Recreation Areas and Golf Facilities. In addition to operating and maintaining the Common Elements of each Condominium, the Association is the owner of the Recreation Areas, which consists of real property and improvements including golf courses, clubhouse, tennis courts, swimming pools and other amenities that may now or in the future be operated by the Association. The Recreation Areas were not submitted to the Common Elements of any Condominium, and originally were leased from the developer of The Glades Complex, The Glades, Inc. The Recreation Areas were deeded by The Glades, Inc. to the Association by Special Warranty Deed recorded in O.R. Book 1031 at Page 50, Public Records of Collier County, Florida. The Recreation Areas are part of the Association Property. The Association's powers and responsibilities with regard to the maintenance and operation of the Recreation Areas are the same as its powers and responsibilities with regard to the common elements of the

condominiums operated by the Association, and the cost thereof is a common expense of the Association.

Every Unit Owner shall have the right to use the Recreation Areas, including the golf facilities, as an appurtenance to the unit, subject to the restrictions set forth in this Declaration and the Association's rules and regulations. A Unit Owner's use rights shall not be assignable or transferable by any method other than sale, lease or conveyance of record legal title to the Unit to which it is appurtenant. Upon sale or other transfer of ownership of a Unit to which use rights are appurtenant, the transferor shall be deemed to have automatically assigned and transferred the use rights with his Unit. Any attempt to separate use rights from the title or interest in a Unit shall be null and void.

(A) Use of the Golf Facilities. Use rights in the golf facilities for each Unit shall be limited to the persons comprising one (1) Family. For purposes of this section 6.3, the term "Family" as used herein means one natural person or not more than two natural persons, who customarily reside and live together and otherwise hold themselves out as a single housekeeping unit. The decision as to whether two persons constitute a qualifying Family unit shall be a matter for the Board of Directors in its sole and unbridled discretion. Once designated and accepted by the Board as a qualifying Family unit, no change in persons so constituting the Family unit may be made except for one time in any twelve (12) month period, but in any event such change in partner shall be subject to the Board's approval in its sole and unbridled discretion. Further, the biological or adopted children of only one of the Family members shall be entitled to enjoy the Family's use rights if they meet all of the following criteria: a) said child or children are age 23 or younger; b) such child or children are not married or co-habiting with any third party; c) said children do not have custodial children of their own (i.e. grandchildren of the Family member); and d) said children reside with the Family member on a permanent basis, or in the case of college or graduate students, at such times as the student is not enrolled in course study.

If the Board of Directors approves co-ownership or ownership of a Unit by a trust, corporation, LLC or other entity that is not a natural person, use of the golf facilities shall be limited to the designated "primary occupant" (as such term is used in the Condominium Documents) and his or her Family (as the term Family is defined in this section 6.3 with respect to golf).

The right of any Family to use the Recreation Areas and golf facilities shall be subject to:

- (i) The right of the Association, through its Board of Directors, to charge a reasonable green's fee for tenants, guests and other golfers who are not Owners or the Owner's Family.
- (ii) The right of the Association to establish rules for the rental of and use of golf carts.
- (iii) The right of the Association, through its Board of Directors, to adopt reasonable rules and regulations regarding the operation of the Association's golf facilities, which shall be binding on all Unit Owners and their Family, guests, tenants and invitees who may use the golf facilities.

(iv) The right of the Association, through its Board of Directors, to take such steps as are reasonably necessary to protect the Association's Recreation Areas and golf facilities.

6.4 Use and Possession. A Unit Owner is entitled to exclusive use and possession of his or her Unit. He is entitled to use the Common Elements and Association Property in accordance with the purposes for which they are intended. No use of the Unit, Common Elements or Association Property may unreasonably interfere with the rights of other Unit Owners or others having use rights. However, the Association may permit exclusive use of all or a portion of the Common Elements or Association Property for limited time periods. No Unit may be subdivided, and no fractional portion may be sold, leased or otherwise transferred. The use of the Units, Common Elements, Limited Common Elements and Association Property shall be governed by the Condominium Documents.

6.5 Incorporation by Reference. Sections 7 (Use Restrictions), 8 (Leasing of Units) and 9 (Transfer of Units) of the Amended and Restated Bylaws of Glades Golf and Country Club, Inc., and the Rules and Regulations are incorporated into this Declaration and said provisions are enforceable as part of this Declaration.

7. COMMON ELEMENTS: EASEMENTS:

7.1 Common Elements. The Common Elements of the Condominium, include without limitation the following:

- (A) The Land.
- (B) All portions of the building and other improvements not included within the Units, including all Limited Common Elements.
- (C) Conduits, ducts, plumbing, wiring and other installations or equipment for furnishing utility services to other Units or the Common Elements, and easements through each Unit therefor.
- (D) An easement of support in every portion of the Condominium which contributes to the support of a Unit, or the Common Elements.
- (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 real property in the Glades Complex, and notwithstanding any of the other provisions of this Declaration, may not be revoked, and shall survive the termination of any Condominium. None of these easements may be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of 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 Condominium. 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 to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

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

(C) Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit Owner and occupant, their respective guests, tenants, licensees and invitees for vehicular and pedestrian traffic over, through, and across the sidewalks, streets, paths, walks, and other portions of the Common Elements and Association Property as from time to time may be intended and designated for vehicular and pedestrian ingress and egress to Units, Common Elements, Association Property and to public ways.

(D) Other Easements. The Common Elements, Limited Common Elements and Association Property shall be burdened by and benefited from any easements or dedications as may be described on any plat recorded in the Public Records of Collier County, Florida relating to any or all of the Glades Complex.

(E) Maintenance, Repair and Replacement. Easements exist through the Units and Common Elements for operation, maintenance, repair and replacement. Such access is to be only during normal business hours except that access may be had at any time in the case of an emergency.

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. Unless a Condominium has been terminated, no action shall lie for partition of the Common Elements, nor shall the Common Elements be partitioned. The shares of the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the Units, but that shall not prevent the Association from assigning, pledging or otherwise transferring assessments as receivables that are collateral for a line of credit or other borrowing.

8. LIMITED COMMON ELEMENTS:

8.1 Description of Limited Common Elements. Certain Common Elements have been designated as Limited Common Elements, reserved for the use of a particular Unit or Units, to the exclusion of other Units. The following Common Elements are hereby designated as Limited Common Elements:

(A) Stairs. Any stairways, stairwells and railings which are attached to and which exclusively serve particular Units are Limited Common Elements for the exclusive use of the Units which they serve. The maintenance, repair and replacement thereof shall be the responsibility of the Association and shall be a common expense. No stairways, stairwells or railings may be modified in any way without the prior written approval of the Board of Directors. The maintenance, repair, replacement and insurance of such approved modification shall be the responsibility of the Unit Owner.

(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 solely at the expense of the Owner of that Unit, except where access to such equipment, fixtures or installations is available only through another Unit, in which case the Association shall be responsible. The Association insures the equipment for casualty loss only.

(C) Lanais, Patios and Porches. Any lanai, patio or porch area attached to and exclusively serving a Unit shall be a Limited Common Element. The Unit Owner shall be responsible for all painting and maintenance of said area, including the surface of the interior walls, including floor, ceiling and roof within said area if the original open patio area has been enclosed. Units where the patio areas have not been roofed in, shall remain limited common elements, but the responsibility for the painting and maintenance of the slab and building wall remains with the Association. Enclosure or modification of the slab area requires the prior written approval of the Board of Directors. The maintenance, repair, replacement and insurance of any added enclosure or improvement to the slab shall be the responsibility of the owner ; however, the painting and maintenance of the railings located thereon shall be the responsibility of the Association and shall be a common expense.

(D) Others. Any part of the Common Elements that is connected to or exclusively serves a 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 and framings therefor.

9. ASSOCIATION: The Association shall perform its functions pursuant to the following:

9.1 Articles of Incorporation. The Amended and Restated Articles of Incorporation as amended.

9.2 Bylaws. The Amended and Restated Bylaws as amended.

9.3 Delegation of Management. The Association may contract for the management and maintenance of the Condominium Property and the Association 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 and the Association Property with funds made available by the Association for such purposes. The Board of Directors and the Association's officers, 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 owners of recorded 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 respect to the exercise or nonexercise 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 temporary, exclusive 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 Condominium, for the use and enjoyment of the Unit Owners. The acquisition of additional real property by the Association shall not be deemed a material change in the appurtenances to the Units. Except as otherwise provided below with regard to the purchase of Units, the acquisition of title to real property by the Association shall require the prior approval of at least ~~780~~ 585 Unit Owners.

9.7 Purchase of Units. The Association shall have the authority to purchase Units in the Glades Complex and to own, lease, mortgage or convey them, such power to be exercised by the Board of Directors.

9.8 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 9.7 above, the power to acquire real property shall be exercised by the Board of Directors, but only after approval from at least 585 Unit Owners.

9.9 Disposition of Property. Any personal property owned by the Association may be pledged, assigned, sold, or otherwise subjected to a security interest or disposed of by the Board of

Directors, without need for authorization by the Unit Owners. Except as provided in Section 9.7 above, any sale, mortgage or encumbrance of any real property owned by the Association shall require the approval of the Owners of at least 585 Units. The foregoing sentence shall not be construed to limit the Board's authority to grant easements, licenses, leased or concessions involving Association Property, nor its authority to make material alterations or substantial additions to Association Property.

9.10 Roster. The Association shall maintain a current roster of all Unit Owners and their mailing addresses, unit identifications, and if known, telephone numbers, based upon information supplied by the Unit Owners. To the extent that a Unit Owner has provided the Association with a facsimile number or electronic mail address and consented to receive notices by electronic transmission, such information shall be considered an "official record" until the Unit Owner has revoked his consent. However, the Association is not liable for an erroneous disclosure of electronic mail address or facsimile number.

9.11 Limitation on Liability. Notwithstanding its duty to maintain and repair the Condominium Property and the 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, Unit Owners or other persons.

10. ASSESSMENTS AND LIENS: The Board of Directors has the power to levy and collect assessments against each Unit and Unit Owner in order to provide the necessary funds for the fulfillment of all of the Association's obligations imposed by the Condominium Documents, the Condominium Act or by any other statute, ordinance, regulation or principle of common law. This power includes both "regular" assessments for each Unit's share of the common expenses as set forth in the annual budget, and "special" assessments for unusual, nonrecurring or unbudgeted common expenses, subject to any limitations set forth in this Declaration or the Bylaws. The Association may also levy special charges against any individual Unit for any amounts, other than for common expenses, which are properly chargeable against such Unit under this Declaration or the Bylaws. Assessments shall be levied and payment enforced as provided in the Bylaws, and as follows:

10.1 Common Expenses. Common expenses include the expenses of operation, maintenance, repair, replacement or insurance of the Condominium and the Association Property, the expenses of operating the Association, and any other expenses properly incurred by the Association for the Glades Complex, including amounts budgeted for the purpose of funding reserve accounts. The cost of water and sewer service to the Units shall be a common expense. If the Association contracts for cable or master antennae television programming services in bulk for the Glades Complex, the cost of such services shall be a common expense. The Association's budgets shall reflect that the Association is a multi-condominium association, as defined by the Condominium Act. The Association shall adopt budgets for each Condominium which set forth assessments which are specific to that Condominium (and therefore paid only by the Unit Owners of the applicable Condominium) and assessments which are not specific to one Condominium (and therefore shared on a community wide basis).

10.2 Share of Common Expenses. The Owner of each Unit shall be liable for a share of the common expenses specific to his or her Condominium equal to his or her share of ownership of the Common Elements and the common surplus of that Condominium as set forth in Section 6.1 above. This Condominium's share of the common expenses that are community-wide expenses (not specific to a Condominium) is a fraction, the numerator of which is 72 and the denominator of which is 1,169.

10.3 Ownership. Assessments and other funds collected by or on behalf of the Association become the Association's property, and no Unit Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his or her Unit. No Unit Owner can withdraw or receive distribution of his or her share of the common surplus for his or her Condominium or the Association, except as otherwise provided herein or by law.

10.4 Who is Liable for Assessments. A Unit Owner, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the Unit Owner. Multiple Unit Owners are jointly and severally liable. Except as provided in Section 17.3 below, whenever title to a Condominium Parcel is transferred for any reason, the new Unit Owner is jointly and severally liable with the previous Unit Owner for all assessments which came due prior to the transfer and remain unpaid without prejudice to any right the new Unit Owner may have to recover from the previous Unit Owner any amounts paid by the new Unit Owner.

10.5 No Waiver or Excuse from Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Elements, by abandonment of the Unit on which the assessments are made, or by interruption in the availability of the Unit, Common Elements and Association Property, or for any reason whatsoever. No Unit Owner may be excused from payment of his or her share of the common expenses unless all Unit Owners are likewise proportionately excused from payment, except as otherwise provided in Section 17.3 below as to certain mortgagees.

10.6 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Association or its legal counsel may require payment to be made by a cashier's check if a Unit Owner's check has previously been returned for insufficient funds or if a foreclosure sale is pending. The Association may also impose a late payment fee (in addition to interest) to the maximum extent permitted by law. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late payment fees, costs of collection and attorney's fees, and finally to delinquent assessments. No payment by check is deemed received until the check has cleared.

10.7 Acceleration. If any special assessment or installation of a regular assessment as to a Unit becomes thirty (30) days past due, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was

recorded in the Public Records of Collier County, Florida. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney's fees and costs as provided by law, and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Unit Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Unit Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by Section 718.116 of the Condominium Act, or may be sent separately.

10.8 Liens. The Association has a lien on each Unit securing payment of past due assessments, including interest and attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit. Except as otherwise provided by Section 718.116 F.S., the lien is effective from and shall relate back to the recording of the original Declaration of Condominium. However, as to first mortgages of record, the lien is effective from and after recording of a Claim of Lien in the Public Records of Collier County, Florida. The Claim of Lien must state the description of the Unit, the name of the record Unit Owner, the amount due, the name and address of the Association, and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments whether accruing before or after the recording of the Claim of Lien and prior to the entry of a Certificate of Title, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. Upon full payment and clearing of funds, the person making the payment is entitled to a Satisfaction of Lien.

10.9 Priority of Lien. The Association's lien for unpaid assessments shall be subordinate and inferior to the lien of a recorded first mortgage, but only to the least extent required by the Condominium Act, as amended from time to time. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise provided by law. Any lease of a Unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed.

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

10.11 Certificate as to Assessments. Within 15 days after request by a Unit Owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the Unit Owner have been paid. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may impose a reasonable fee in connection with issuing the estoppel letter. The Association or its authorized agent shall not be required to provide a prospective purchaser or lienholder with information about the Condominium or the Association other than information or documents required by the Condominium Act to be made available or disclosed. The Association or its authorized agent may impose a reasonable fee to a prospective purchaser, lienholder, or the Unit Owner for its time in providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder,

other than information required by law, provided that such fee shall not exceed \$150.00 plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the Association's response. The Association and its agent are not liable for providing such information in good faith pursuant to a written request if the person providing the information includes a written statement in substantially the following form: "The responses herein are made in good faith and to the best of my ability as to their accuracy".

11. MAINTENANCE: LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS: Responsibility for the protection, maintenance, repair and replacement of the Condominium Property, and restrictions on its alteration and improvement shall be as follows:

11.1 Association Maintenance. The Association shall be responsible for the maintenance, repair, and replacement of the Common Elements (other than the limited common elements that are required elsewhere herein to be maintained by the Unit Owner) and the Association Property. The cost is a common expense. The Association's responsibility includes, without limitation:

- (A) Electrical wiring up to the circuit breaker panel in each Unit.
- (B) Rough plumbing. Rough plumbing is defined as any plumbing pipes that run inside the walls and service one Unit or multiple Units. Traps and valves that are located outside the walls are not part of rough plumbing thus making these items a Unit Owner responsibility.
- (C) All installations, Fixtures and equipment accessible only through, or located within one Unit but serving another Unit, or located outside the Unit, for the furnishing of utilities to more than one Unit or the Common Elements.
- (D) The exterior side of the main entrance door to each Unit.
- (E) All exterior building walls including painting. The color of the paint used for exterior walls and trim shall be chosen from the color palette established by the Board and approved by a majority of the Unit Owners present and voting at a meeting in person or by proxy. The foregoing notwithstanding, the Board may veto any combination of color for exterior walls and trim if it would result in any two adjacent or contiguous condominiums in the Glades Complex utilizing the same color combination, it being the intent of this section that all adjacent or contiguous Condominiums in the Association shall utilize separate and distinct color combinations.
- (F) Storage sheds.
- (G) The electric outlets and light fixtures outside the Unit, except where units have enclosed the limited common elements.
- (H) The privacy walls and lighting fixtures attached thereto.

(I) **Gutters:** The Association has the responsibility to clean, maintain, repair and replace existing gutters. The Board of Directors is authorized without further vote of the Owners to materially alter the Common Elements by installing gutters on the building with the cost being a Common Expense.

The Association's responsibility does not include interior wall switches or receptacles, plumbing Fixtures, or other electrical, plumbing or mechanical installations located within a Unit and servicing only that Unit. All incidental damage caused to a Unit or Limited Common Element by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any modification, installation, alteration or addition made by a Unit Owner. If the maintenance, repair or replacement of any item specified in this Section 11.1 as the Association's responsibility is necessary due to the negligence of a Unit Owner, his or her family, lessees, invitees or guests, the work shall be done by the Association at the expense of that Unit Owner, who shall be responsible for all damages, costs, liability and attorney's fees, if any.

11.2 Unit Owner Maintenance. Each Unit Owner is responsible, at his or her own expense, for all maintenance, repairs, and replacements of his or her own Unit and certain Limited Common Elements. The Unit Owner's responsibility includes, without limitation:

(A) Maintenance, repair and replacement of all screens, windows, window glass, sliding glass doors including framing, hardware and wheels therefore.

(B) The interior side of the entrance door.

(C) All other doors within or affording access to the Unit.

(D) The electrical, mechanical and plumbing Fixtures and outlets (including connections).

(E) The circuit breaker panel.

(F) Appliances.

(G) Carpeting and other floor covering.

(H) All door and window hardware and locks.

(I) Other facilities or Fixtures located or contained entirely within the Unit which serve only the Unit.

(J) All interior, partition walls which do not form part of the boundary of the Unit.



(K) For all losses other than those covered by Section 718.111(11) of the Act, all air conditioning and heating equipment serving individual Units including package roof mounted units with plenum chamber, circuit breaker panel, ducting between the ceiling and the roof, and the filters.

(L) Notwithstanding the foregoing, the Association reserves the right to repair or replace any or all items listed above (with the exception of items (F), (G) and (J) ) as part of a common plan of improvement to this Condominium, but only with the prior approval of a majority of the Unit Owners in this Condominium.

11.3 Other Unit Owner Responsibilities. The Unit Owner shall also have the following responsibilities:

(A) Interior Decorating. Each Unit Owner is responsible for all decorating within his own Unit, including painting, wallpapering, paneling, floor coverings, draperies, window shades, curtains, lamps and other light Fixtures, and other furnishings and interior decorating. All Units above the ground floor shall always have the floors covered with either wall-to-wall carpeting, or have substitute hard-surface floor coverings using sound-deadening materials common in the industry, meeting specifications approved by the Board. The Unit Owner must obtain the prior written approval from the Board to use hard-surface floor coverings, as described in Section 11.4 herein. The Association reserves the right to inspect the installation to assure compliance. If the Unit Owner fails to give the notice required above, or does not allow the Board to inspect the installation as it is being made, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the Unit Owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending Unit Owner.

(B) Window Coverings. The covering of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the Rules and Regulations.

(C) Modifications and Alterations. If a Unit Owner makes any modifications, installations or additions to the interior or exterior of the Unit or Limited Common Elements, the Unit Owner and his successors shall be financially responsible for the insurance, maintenance, care and preservation of the modifications, installations or additions.

(D) Use of Licensed and Insured Contractors; Construction Lien Law. Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement, whether with or without Association approval, such Unit Owner shall be deemed to have warranted to the Association and its members that his or her contractor(s) are properly licensed and fully insured and that the Unit Owner will be financially responsible for any resulting damage to persons or property that is not paid by the contractor(s) or the contractor(s) insurance carrier. However, the Association shall have no obligation to proceed with legal action or other demand upon the Unit Owner's contractor(s).

11.4 Alterations by Unit Owners. No Unit Owner shall make or permit the making of any material alterations or substantial additions to his Unit or the Common Elements, or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board, which approval may 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 in whole. Any modifications, additions or installations visible from the outside of the Unit are subject to regulation by the Board. The installation of hurricane shutters shall be subject to hurricane shutter specifications adopted by the Board which shall include required color, style and other factors deemed relevant by the Board of Directors. The Unit Owner is solely responsible for compliance with all building and other regulatory codes and for securing any required building or other permits for any modification, maintenance or alteration to a Unit, and approval from the Board shall in no way be deemed a representation that the work to be performed on behalf of the Unit Owner is in compliance with any applicable code. No Owner may alter the landscaping of the common elements in any way except as provided for in the Rules and Regulations.

11.5 Combining Units. Nothing in this Declaration shall be construed as prohibiting the Board of Directors from authorizing the removal of the party wall between two or more Units in order that the Units might be used together as one integral living space. In such event, all assessments, voting rights and the share of common elements shall be calculated as such Units were originally designated on the exhibits attached to this Declaration, notwithstanding the fact that several Units are used as one, with the intent and purpose that the Owner of such "combined" Units shall be treated as the Owner of as many Units as have been combined.

11.6 Alterations and Additions to Common Elements and Association Property.

(A) Alterations and Additions to Common Elements. The protection, maintenance, repair, insurance and replacement of the Common Elements of this Condominium is the responsibility of the Association. Beyond this function, the Association shall make no material alteration or nor substantial additions to, the Common Elements costing more than \$15,000 in the aggregate in any calendar year without prior approval of at least a majority of the Unit Owners present and voting at a meeting in person or by proxy in this Condominium.

(B) Alterations and Additions to Association Property. The protection, maintenance, repair, insurance and replacement of the Association Property is the responsibility of the Association. Beyond this function, the Association shall make no material alteration or, nor substantial additions to the Association Property costing more than \$50,000.00 in the aggregate in any calendar year without prior approval of at least a majority of the Unit Owners present and voting at a meeting in person or by proxy.

(C) Approval of Owners Not Required. If work reasonably necessary to protect, maintain, repair, replace or insure the Common Elements of this Condominium or the Association Property, or to comply with any local, state or federal law or regulation, also constitutes a material alteration or substantial addition to the Common Elements of this Condominium or the Association Property, no prior Unit Owner approval is required.

11.7 Enforcement of Maintenance. If, after reasonable notice, a Unit Owner fails to maintain his or her Unit as required by this Declaration, the Association shall have the right, but not the obligation, to institute legal proceedings to enforce compliance. It may take any and all other lawful actions to remedy such violation, including but not limited to, entering the Unit, with or without notice to or consent of the Unit Owner, to repair, replace, or maintain any item which in the reasonable judgment of the Board of Directors may constitute a health or safety hazard to other property or residents or which has a material adverse effect on the appearance of The Glades Complex. Any expenses incurred by the Association in performing work within the Unit as authorized by this Declaration shall be charged to the Unit Owner, together with reasonable attorney's fees and other costs of collection, if any.

11.8 Negligence: Damage Caused by Condition in Unit. Each Unit Owner has a duty to maintain his or her Unit and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Association Property, the Common Elements or the property of other Unit Owners and residents. The Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of the Association Property, Common Elements, other Units, or personal property made necessary by his or her act or negligence, or by that of any member of his or her family or his or her guests, employees, agents, or tenants. If any condition, defect or malfunction, resulting from the Unit Owner's failure to perform this duty causes damage to other Units, the Common Elements, Association Property or personal property within other Units, the Owner of the offending Unit shall be liable for the damage. The Unit Owner shall be required to repair or promptly report to the Association: any defect or need for repairs, the responsibility for the remedying of which is with the Association; or any condition in his or her Unit that may necessitate the need for Association repairs, regardless of whether the condition in the Unit is of the type that must be remedied by the Unit Owner. The failure to promptly repair or report to the Association, as applicable, shall operate as a waiver of any claims the Unit Owner might otherwise have against the Association.

11.9 Association's Access. The Association has an irrevocable right of access during reasonable hours to the Units for the purposes of: protecting, maintaining, repairing, and replacing the Common Elements (including any utilities located thereon); preventing damage to one or more Units; and for any other purpose permitted by law. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit. The Association may retain a key to all Units. If it does, no Unit Owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied, unless the Unit Owner provides the Association with a key. If the Unit Owner fails to provide the Association with a key, the Unit Owner shall pay all costs incurred by the Association in gaining entrance to his Unit, and also shall be responsible for any damage done to his Unit in gaining entrance thereto, and any damage resulting from delay in gaining entrance to his Unit caused by the unavailability of a key.

11.10 Pest Control. The Association may supply pest control services to the inside of each Unit, with the cost thereof being part of the common expenses. A Unit Owner has the option to decline such service unless the Association determines that service is necessary for the

protection of the balance of the Condominium or the building in which the Unit is located, in which event the Unit Owner must either permit the Association's pest control company to enter his Unit or must employ a licensed pest control company to enter his Unit on a regular basis, perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control service provided by the Association is part of the common expenses, the election of a Unit Owner not to use such service shall not reduce the Unit Owner's assessments.

11.11 Board Approval of Unit Owner's Construction. In all cases in which the Board must approve construction in or alterations to a Unit or the Common Elements requested by a Unit Owner, the Unit Owner shall provide the Board with not less than thirty (30) days written notice of the Unit Owner's intention, together with plans and specifications indicating the proposed construction. The Board shall indicate its approval or disapproval of the proposed construction in writing within thirty (30) days of receipt of the notice and all required plans. The Board reserves the right to consult with a licensed Florida architect or professional engineer. The Board may extend the time in which it must render its decision by an additional thirty (30) days in the event it determines a licensed Florida architect's or professional engineer's review is necessary. All Unit Owners are subject to reasonable rules adopted by the Board relating to construction in or alterations to a Unit or the Common Elements requested or made by a Unit Owner.

11.12 High Risk Components; Inspection, Maintenance, Repair and Replacement.

(A) Board Designation of High-Risk Components. The Board of Directors may, from time to time, determine that certain portions of the owners' units required to be maintained by the owners, or certain objects or appliances within the units, pose a particular risk of damage to other units and to the common elements if they are not properly inspected, maintained, repaired, or replaced. By way of example, but not limitation, these portions, objects, or appliances might include smoke detectors, dryer vents, water valves, water heaters, and air conditioners. Those items determined by the Board of Directors to pose such a particular risk are referred to as "high-risk components."

(B) Requirements for Care of High-Risk Components. At the same time that it designates a high-risk component, or at a later time, the Board of Directors may require one or more of the following with regard to the high-risk component the cost of which may be an individual expense or a common expense as determined by the Board:

(1) That it be inspected at specified intervals by a representative of the Association or by an inspector or inspectors designated by the Board of Directors.

(2) That it be replaced or repaired at specified intervals or with reference to manufacturers' warranties, whether or not the individual component is deteriorated or defective.

(3) That it be replaced or repaired with items or components meeting particular standards or specifications established by the Board of Directors.

(4) That when it is repaired or replaced, the installation includes additional components of installation specified by the Board of Directors.

(5) That it be replaced or repaired by contractors having particular licenses, training, or professional certification, or by contractors approved by the Board of Directors.

(6) If the replacement or repair is completed by a unit owner, then it must be inspected by a person designated by the Board of Directors.

(C) Appliance Maintenance Contracts. If there shall become available to the Association a program of contract maintenance for water heaters within units and/or air-conditioning compressors and/or air handlers serving individual units, then the Association may enter into such contractual undertakings upon approval of the Board of Directors. The expenses of such contractual undertakings to the Association shall be common expenses. All maintenance, repairs, and replacements not covered by the contracts shall be the responsibility of the unit owner.

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

12.1 By the Unit Owner. Each Unit Owner is responsible for insuring his own Unit and his personal property located in the Unit or in a Limited Common Element assigned to his Unit. The Unit Owner shall also insure all alterations, additions and improvements made to the Unit or the Common Elements by the Unit Owner or his predecessors in title. The Unit Owner shall be required to insure all floor, wall and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets, and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit. The Unit Owner shall also insure those items which the Unit Owner is obligated to insure, or which the Association may exclude from its insurance responsibility, by virtue of the Condominium Act, as the same may be amended from time to time. Each Unit Owner shall carry homeowner's insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that he bears financial responsibility for any damage to his property or liability to others that would otherwise be covered by such insurance. Each insurance policy issued to a Unit Owner for the above-referenced items shall be without rights of subrogation against the Association.

12.2 Association Insurance: Duty and Authority to Obtain. The Board of Directors shall use its best efforts to obtain and keep in force the insurance coverage which it is required to carry by law and under the Condominium Documents, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Unit Owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure, and Association insurance policies may contain reasonable deductibles as determined by the Board of Directors.

12.3 Required Coverage. The Association shall use its best efforts to obtain and maintain adequate insurance covering all of the buildings and the Common Elements as well as all Association Property, in amounts determined annually by the Board of Directors, such insurance to afford the following protection:

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

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

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

(D) Workers' Compensation. The Association shall maintain Workers' Compensation insurance on at least a minimum premium basis.

(E) Directors, Officers and Standing Committee Members' Liability (Errors and Omissions). In amounts and coverages as deemed adequate by the Board of Directors.

(F) Fidelity Bond/Insurance. The Association shall obtain and maintain adequate insurance or fidelity bonding in the manner set forth in the Bylaws.

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

- (A) Flood insurance.
- (B) Boiler and Machinery coverage.
- (C) Broad Form Comprehensive General Liability Endorsement.
- (D) Medical Payments.
- (E) Leakage, seepage and wind-driven rain.

12.5 Description of Coverage. A detailed summary of the coverages included in the master policies, and copies of the master policies, shall be available for inspection by Unit Owners or their authorized representatives upon request.

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

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

(A) Association Property. Proceeds on account of damage to the Association Property shall be held by the Association.

(B) Common Elements. Proceeds on account of damage to the Common Elements shall be held in as many individual shares as there are Units in the applicable Condominium, the shares of each Unit Owner being the same as his or her share in the Common Elements.

(C) Units. Proceeds on account of damage within the Units shall be held in undivided shares based on the prorated amount of damage within each damaged Unit as a percentage of the total damage within all Units.

(D) Mortgage. If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Unit Owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against a Unit or Units, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings and the Board determines that such excess shall be distributed to the Unit Owners. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

12.8 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Unit Owners in the following manner:

(A) Cost of Reconstruction or Repair. If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the remaining proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be retained by the Association, or in the discretion of the Board of Directors, distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them.

(B) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be retained by the Association, or in the

discretion of the Board of Directors, distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them.

12.9 Association as Agent. The Association is hereby irrevocably appointed as agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Condominium Property. The Board may engage an insurance adjuster to adjust all claims, upon such terms and conditions as the Board deems reasonable.

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

13.1 Damage to Units. Where loss or damage occurs within one or more Units, any Association insurance proceeds received on account of the loss or damage shall be used to make the repairs for which the Association is responsible pursuant to Section 718.111(11), Florida Statutes, as amended from time to time. The Owner(s) of the damaged Unit(s) shall be responsible for reconstruction and repair for any portion of the Unit that the Association is not responsible to repair pursuant to Section 718.111(11), Florida Statutes, as amended from time to time.

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

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

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

13.2.1 Damage to Association Property/"Very Substantial" Damage. As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby at least fifty-one percent (51%) or more of any one building or recreational facility located on the Association Property cannot reasonably be expected to be rendered capable of being issued a certificate of occupancy by Collier County, Florida within one hundred eighty (180) days of the casualty. Should such "very substantial" damage occur then:

(A) The Board of Directors and the officers, or any of them, are authorized, regardless of any other provision of this Declaration, to take such action as may reasonably appear to be necessary under emergency conditions. This authority includes actions to protect life and property, to evacuate or shore-up structures and salvage property, to engage security to protect against looting or other criminal acts, and to alter the Association Property as



might be reasonable under the circumstances to protect the Association Property from further damage or deterioration. This authority includes the authority to expend any and all available association funds, including reserves.

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

(C) A meeting of the members shall be held as soon as is possible after the Board has obtained the estimates, to determine the opinion of the membership with reference to rebuilding of the applicable building or recreational facility. The meeting shall be held not later than one hundred eighty (180) days after the casualty. All of the foregoing shall be subject to the following:

(1) If the insurance proceeds, reserves and other association funds available for the restoration and repairs that are the Association's responsibility are sufficient to cover the estimated cost thereof so that it is reasonably anticipated that the repairs and reconstruction can be accomplished without levying a special assessment that exceeds fifteen percent (15%) of the total annual budget for the Association in the fiscal year in which the casualty occurred, the building or facility shall be repaired and reconstructed unless the Owners of not less than a majority of the Units that are present and voting at a meeting in person or by proxy vote that it shall not be rebuilt.

(2) If the insurance proceeds, reserves and other Association funds available for restoration and repair are not sufficient to cover the estimated cost thereof, and it is reasonably anticipated that the repairs and reconstruction can be accomplished only by levying special assessments exceeding fifteen percent (15%) of the total annual budget for the Association in the fiscal year in which the casualty occurred, the building or facility shall not be repaired or reconstructed unless the Owners of not less than a majority of the Units present and voting at a meeting in person or by proxy vote in favor of such repair or reconstruction. If the requisite number of Unit Owners does not vote against such repair or reconstruction, the Board of Directors shall levy such assessments as are necessary, and shall proceed with the necessary repairs and reconstruction. The proceeds from the special assessments shall be added to the funds available for repair and reconstruction.

(D) If any dispute shall arise as to whether "very substantial" damage has occurred, or as to the amount of special assessments required, a determination by the Board of Directors shall be conclusive, and shall be binding upon all persons.

13.3 Damage to Condominium Property/Less than "Very Substantial". Where loss or damage occurs to this Condominium, but the loss is less than "very substantial", as hereinafter defined, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

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

(B) If the proceeds of insurance and available reserves for this Condominium are insufficient to pay for the cost of repair and reconstruction, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all Unit Owners in this Condominium. Such special assessments need not be approved by the Unit Owners. The proceeds from the special assessment shall be added to the funds available for repair and restoration of this Condominium.

13.3.1 Damage to Condominium Property – “Very Substantial” Damage. As used in this Declaration, the term “very substantial” damage shall mean loss or damage whereby 54 or more of the total number of Units in a Condominium cannot reasonably be expected to be rendered capable of being issued a certificate of occupancy by Collier County, Florida within one hundred eighty (180) days of the casualty. Should such “very substantial” damage occur then:

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

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

(C) A meeting of the Unit Owners in this Condominium shall be held as soon as is possible after the Board has obtained the estimates, to determine the opinion of those Unit Owners with reference to rebuilding or termination of this Condominium. The meeting shall be held not later than one hundred eighty (180) days after the casualty. All of the foregoing shall be subject to the following:

(1) If the insurance proceeds, reserves and other funds of this Condominium available for the restoration and repairs that are the Association’s responsibility are sufficient to cover the estimated cost thereof so that it is reasonably anticipated that the repairs and reconstruction can be accomplished without levying a special assessment that exceeds fifteen percent (15%) of the total annual budget for this Condominium in the fiscal year in which the casualty occurred, this Condominium shall be repaired and reconstructed, unless: the Owners of not less than a majority of the Units present and voting at a meeting in person or by proxy in this Condominium vote that this Condominium should be terminated; or the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general types of Units, in which case this Condominium shall also be terminated.

(2) If the insurance proceeds, reserves and other funds of this Condominium available for restoration and repair are not sufficient to cover the estimated cost thereof, and it is reasonably anticipated that the repairs and reconstruction can be accomplished

only by levying a special assessment exceeding fifteen percent (15%) of the total annual budget for this Condominium in the fiscal year in which the casualty occurred, this Condominium shall be terminated, unless the Owners of not less than a majority of the Units present and voting at a meeting in person or by proxy in this Condominium vote in favor of the special assessment and against termination.

(D) If any dispute shall arise as to whether “very substantial” damage has occurred, or as to the amount of special assessments required, a determination by the Board of Directors shall be conclusive, and shall be binding upon all persons.

13.4 Application of Insurance Proceeds. The first monies disbursed for repair and reconstruction shall be from insurance proceeds; if there is a balance left in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be retained by the Association or in the discretion of the Board of Directors, distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them.

13.5 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building or facility, or according to different plans and specifications approved by: the Board of Directors; the Owners of a majority of the Units present and voting at a meeting in person or by proxy in the Glades Complex (in the case of Association Property) or by the Owners of a majority of the Units present and voting at a meeting in person or by proxy in this Condominium if it suffered the casualty; and, in the case of this Condominium, by the Mortgagee, if any.

13.6 Equitable Relief. In the event of substantial damage to or destruction of all or a substantial part of the Condominium Property, and if the property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any Unit Owner may petition a court for equitable relief, which may include a termination of this Condominium and a partition.

#### 14. CONDEMNATION:

14.1 Deposit of Awards with Association. The taking of all or any part of The Glades Complex 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 charge shall be made against a defaulting Unit Owner in the amount of his or her award, or the amount of that award shall be set off against any sums payable to that Unit Owner.

14.2 Determination Whether to Reconstruct Association Property or Terminate this Condominium. Whether the Association Property will be reconstructed after condemnation will be determined in the same manner provided for determining whether damaged property will be reconstructed and repaired after a casualty. If the roadway or utilities servicing this Condominium are condemned in a manner which renders more than a majority of the Units in this Condominium uninhabitable, or more than a majority of the Units in this Condominium are condemned to the extent that they are rendered uninhabitable, then whether this Condominium will be terminated

will be determined in the same manner as to whether this Condominium will be terminated after "very substantial" damage.

14.3 Disbursement of Funds. If this Condominium is terminated after condemnation, the proceeds of all awards and special assessments shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them, in the same proportion as the Unit Owners own the Common Elements in this Condominium. If this Condominium is not terminated after condemnation, but the size of this Condominium will be reduced, the Owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds as set forth in Section 14.2.

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

14.5 Units Reduced but Habitable. If the condemnation 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 this Condominium:

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

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

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

(A) Payment of Award. The fair market value of the Unit 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 Unit Owner and mortgagee(s).

(B) 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 some or all Unit Owners in a manner approved by the Board of Directors.

(C) Adjustment of Shares in Common Elements. The shares in the Common Elements appurtenant to the Units that continue as part of this Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Units. This shall

be done by restating the shares of the continuing Units in the Common Elements as percentages of the total of the numbers representing the shares of these as they existed prior to the adjustment.

(D) 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 condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by special assessment against Units that will continue as Units after the changes in this Condominium. The assessments shall be made in proportion to the shares of those Units in the Common Elements after the changes affected by the taking.

(E) Arbitration. If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Unit Owner, the first mortgagee, if any, and the Association shall each appoint one certified real property appraiser, who shall appraise the Unit and determine the fair market value by computing the arithmetic average of their appraisals of the Unit. A judgment of specific performance upon the fair market value calculated in this way may be entered in any court of competent jurisdiction. Each party shall bear the cost of his or her own appraiser.

14.7 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 a 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 the Common Elements after adjustment of these shares on account of the condemnation, if any. If a Unit is mortgaged, the remittance shall be paid jointly to the Unit Owner and mortgagee(s) of the Unit.

14.8 Amendment of Declaration. Any changes in Units and in the Common Elements, in the ownership of the Common Elements, and in the sharing of common expenses that are necessitated by condemnation shall be accomplished by amending this Declaration. Such amendment must be approved only by the Board, and the consent of Unit Owners or mortgagees is not required for any such amendment.

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

15.1 Agreement. This Condominium may be terminated at any time pursuant to Section 718.117, Florida Statutes, as amended from time to time.

15.2 Very Substantial Damage. If this Condominium, as a result of casualty, suffers "very substantial damage" to the extent defined in Section 13.3 above and it is not decided as therein provided that it will be reconstructed or repaired, this Condominium will thereby terminate without agreement.

15.3 General Provisions. Upon termination of this Condominium, the former Unit Owners shall become the owners, as tenants in common, of all of the former Condominium Property. The shares of such tenants in common shall be the same as were their shares of the Common Elements. The mortgagee or lienor of a Unit Owner shall have a mortgage or lien solely

and exclusively upon the undivided share of such tenant in common in and to the former Condominium Property. The termination of this Condominium shall be evidenced by a Certificate of Termination, executed by the Association with the formalities of a deed, and certifying as to the facts effecting the termination. Termination shall become effective when the Certificate of Termination is recorded in the Public Records of Collier County, Florida. The termination of this Condominium shall not operate to extinguish any of the easement rights granted in favor of the Unit Owners of the remaining Condominiums, as may be provided elsewhere in this Declaration or in any other recorded instrument.

15.4 New Condominium. Termination of this Condominium does not bar creation of another Condominium affecting all or any portion of the same property.

15.5 Partition Sale. Following termination of this Condominium, the Condominium Property in this Condominium may be partitioned and sold upon the application of any person who was a Unit Owner in this Condominium at the time of termination. If following a termination, the former Unit Owners of not less than 48 Units in this Condominium agree to accept an offer for the sale of the property, all of the former Unit Owners shall be bound to execute deeds and other documents reasonably required to affect the sale. In that event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto. If the Unit Owners in this Condominium have not authorized a sale of the former Condominium Property within one (1) year after the recording of the Certificate of Termination, the Association may proceed to sell the Condominium Property without agreement of the former Unit Owners in this Condominium. The Association shall have a right of first refusal with respect to the acquisition of the Condominium Property in this terminated Condominium for a price determined by the Association and 48 of the former Unit Owners in this Condominium, or in the absence of such agreement, for fair market value. The fair market value shall be determined by the arithmetic average of appraisals by two state-certified property appraisers, one selected by the former Unit Owners in this Condominium and the other by the Association. The cost of the appraisals, and all other closing costs shall be shared equally by the Association and the selling former Unit Owners, except that the purchaser shall pay for his or her own title insurance, and all costs of mortgage financing. Real property taxes and condominium assessments shall be prorated to the day of closing and the parties shall bear their own attorneys fees, if any. The closing shall take place not longer than ninety (90) days after the date of the sales contract. Failure or refusal to close by either party shall constitute a breach of contract and shall entitle the other party to seek specific performance or damages.

15.6 Last Board. The termination of this Condominium or all Condominiums does not, by itself, terminate the Association. The members of the last Board of Directors and the officers of the Association shall continue to have the powers granted in the Condominium Documents for the purpose of winding up the affairs of the Association.

15.7 Provisions Survive Termination. The provisions of this Section 15 are covenants running with the land, and shall survive the termination of this Condominium or all Condominiums until all matters covered by those provisions have been completed.

16. ENFORCEMENT:

16.1 Duty to Comply; Right to Sue. Each Unit Owner, his or her tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act and the Condominium Documents. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a Unit Owner against:

- (A) The Association;
- (B) A Unit Owner;
- (C) Anyone who occupies or is a tenant or guest in a Unit; or
- (D) Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

16.2 Waiver of Rights. The failure of the Association or any member to enforce a right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived by a Unit Owner if the waiver would adversely affect the rights of the Unit 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.

16.3 Attorney's Fees. In any legal proceeding arising out of an alleged failure of a guest, tenant, Unit Owner or the Association to comply with the requirements of the Condominium Act or the Condominium Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorneys fees as may be awarded by the court. Actions brought under this Section 16 and Section 718.303 (1) of the Condominium Act shall not be deemed to actions for specific performance.

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

17. RIGHTS OF MORTGAGEES:

17.1 Approvals. Written consent of the Mortgagee of a Unit shall be required for any amendment to the Declaration which would decrease the Unit's share of ownership of the Common Elements, except as otherwise provided in Sections 14.5(C), 14.6(C) and 14.8.

17.2 Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceeding, or very substantial damage to, or destruction of, any Unit or any part of the

Common Elements, the record holder of any first mortgage on an affected Unit shall be entitled to notice.

17.3 Mortgage Foreclosure. If the mortgagee of a first mortgage of record acquires title to a Condominium Parcel as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, the mortgagee of title shall be liable for the share of common expenses or assessments attributable to the Condominium Parcel, which came due prior to the mortgagee's acquisition of title, to the fullest extent provided by the Condominium Act, as the same may be amended from time to time. Any unpaid share of common expenses for which such acquirer is exempt from liability becomes a common expense collectible from all Unit Owners. No acquirer of title to a Condominium Parcel by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any assessments coming due during the period of such ownership.

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

17.5 Right to Inspect Books. The Association shall make available to Mortgagees requesting same current copies of the Condominium Documents and the Association's "official records". "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

17.6 Lender's Notices. Upon written request to the Association, any Mortgagee shall be entitled to timely written notice of:

(A) Any sixty (60) day or longer delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds a mortgage.

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

(C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

Whenever the prior written consent of a mortgagee or lienholder is required in the Condominium Documents, the prior written consent shall not be unreasonably withheld.

18. AMENDMENT OF DECLARATION: All amendments to this Declaration shall be proposed and adopted in the following manner:



18.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors, or by written petition to the Board signed by: the Owners of 25% of the Units in this Condominium (in the case of an amendment that is applicable only to this Condominium); or the Owners of 25% of the Units in the Glades Complex (in the case of an amendment that is applicable to all Condominiums).

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

18.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Condominium Documents, this Declaration may be amended at any annual or special members' meeting, or by written consents in lieu of a meeting, if the proposed amendment is approved by:

(A) Condominium Amendments. Amendments, which are applicable only to this Condominium, shall be adopted by the Owners of at least a majority of the Units present and voting at a meeting in person or by proxy in this Condominium; or

(B) Multi-Condominium Amendments. If substantially identical amendments are proposed to the Declarations of Condominium of all condominiums operated by the Association, such amendments may be adopted if approved by the Owners of at least a majority of the Units present and voting at a meeting in person or by proxy and separate votes by the Owners in each Condominium shall not be required.

(C) Revisions by Law. The Condominium Documents shall be deemed amended by virtue of revisions to laws and regulations which control over conflicting provisions of the Condominium Documents.

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

18.5 Proviso. No amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Owner shares the common expenses and owns the common surplus in the Association or his or her Condominium, unless all record Owners of the Unit and all record owners of liens on the Unit (including mortgagees) join in the execution of the amendment and unless all the record Owners of all other Units in the Condominium approve the amendment. The acquisition of property by the Association and material alterations or substantial additions to such property or the Common Elements by the Association shall not be deemed to constitute a material alteration or modification of the appurtenances to the Units. No amendment requiring one hundred percent (100%) approval as described in this Section 18.5 shall be effective to impair or prejudice

the security and rights of any mortgagee. No amendment shall operate to unlawfully discriminate against any Owner, nor against any class of Owners. Any amendment restricting Owners' rights relating to the rental of Units applies only to Owners who consent to the amendment and Owners who purchase their Units after the effective date of that amendment. This Section 18.5 does not apply to changes caused by condemnation or a taking by eminent domain as provided in Section 14.

19. MISCELLANEOUS:

19.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of the Condominium Documents, shall not effect the remaining portions.

19.2 Applicable Statutes. The validity, application and construction of the Condominium Documents shall be governed by the Laws of Florida, particularly the Condominium Act, as it exists on the date this Declaration is recorded, unless stated otherwise in a particular Section hereof.

19.3 Conflicts. If there is a conflict between this Declaration and the Association's Article of Incorporation or Bylaws, the Declaration shall control. If there is a conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

19.4 Interpretation. The Board of Directors is responsible for interpreting the provisions of the Condominium Documents.

19.5 Exhibits. There is hereby incorporated within this Declaration any materials contained in the exhibits hereto which, under the Condominium Act, are required to be part of the Declaration.

19.6 Singular, Plural and Gender. Whenever the context so requires, the use of the plural shall include the singular and the plural, and the use of any gender shall be deemed to include all genders.

19.7 Headings. The heading used in the Condominium Documents are for reference purposes only, and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

20. DISCLAIMER AND RELEASE OF CLAIMS. The Association shall not be responsible for the preventing 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 related to, arising from or caused by mold and/or mildew accumulation regardless of the cause of said mold/mildew. Each Unit Owner (by virtue of his or her acceptance of title to his or her 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 or 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, Owner and interest holder 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.

21. DISCLAIMER OF LIABILITY OF ASSOCIATION. Notwithstanding anything contained herein or in the Articles, Bylaws or any Rules and Regulations of the Association or any other document governing, binding on or administered by the Association (collectively, the Association Documents”), the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any owner, occupant or user of any portion of the properties including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property or any such persons, without limiting the foregoing:

21.1 It is the express intent of the Association Document that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;

21.2 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, Collier County and/or any other jurisdiction or the prevention of tortious activities.

21.3 Any provisions of the Association Documents setting forth the uses of Assessments which relate to the 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.

21.4 Each Owner and each other person having an interest in or lien upon any portion of the Property shall be bound by these disclaimers 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 herein.

21.5 As used herein “Association” shall include with its meaning all of the Association’s Directors, officers, committee members, employees, agents, contractors (including management companies), subcontractors, successors and assigns.

## APPENDICES TO DECLARATION

The following appendices were recorded on November 6, 1972 together with the Declaration of Condominium of No. 3, The Glades Country Club Apts., a Condominium, by Declaration created on the same date, at Book 485, Pages 681 et. seq., Public Records of Collier County, Florida. These appendices, as previously amended to date, are hereby incorporated by reference as appendices to the Second Amended and Restated Declaration to which this appendix list is attached.

APPENDIX "A" - LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY

APPENDIX "B" - SURVEY

APPENDIX "C" - SURVEYOR'S CERTIFICATE

APPENDIX "D" - SHARES IN COMMON ELEMENTS, COMMON EXPENSES AND COMMON SURPLUS

In addition, the Bylaws (Exhibit No. 2 to the original Declaration) and the Articles of Incorporation (Exhibit No. 3 to the original Declaration) are completed amended and restated. Both documents are redesignated as "appendices" to the Declaration to achieve consistency of terminology and reference in the documents for all of the Glades Condominiums. The Second Amended and Restated Bylaws are recorded in Official Records Book 5358, at Page 1279, of the Public Records of Collier County, Florida and the Amended and Restated Articles are recorded in Official Records Book 4211, at Page 2107, of the Public Records of Collier County, Florida.