

AMENDED, RESTATED AND COMBINED
DECLARATION OF CONDOMINIUM
OF
PINE RIDGE AT FT. MYERS VILLAGE 1 - #1, #2, #2A AND #3 CONDOMINIUMS
FORT MYERS, LEE COUNTY, FLORIDA

WHEREAS, the original Declarations of Condominium identified in Paragraph) below were recorded as set forth in Paragraph 1, and

WHEREAS, there have been amendments to the Declaration as reflected in that certain Amended, Restated and Combined Declaration of Condominium recorded on January 6, 1995 in Official Record Book 2565, at Pages 3645 — 3728, of the Public Records of Lee County, Florida, as that Declaration has previously been amended as set forth in that Certificate of Amendment recorded on February 16, 2000 in Official Records Book 3221 at Pages 0343-0344, Public Records of Lee County, Florida; that Certificate of Amendment recorded on March 20, 2000 in Official Records Book 3232 at Pages 2703-2705, Public Records of Lee County, Florida; that Certificate of Amendment recorded on December 15, 2000 in Official Records Book 3339 at Pages 2348-2350, Public Records of Lee County, Florida; that Certificate of Amendment recorded on March 28, 2001 in Official Records Book 3384 at Pages 1325-1337, Public Records of Lee County, Florida; that Certificate of Amendment recorded on November 4, 2002 in Official Records Book 3766 at Pages 4702-4704, Public Records of Lee County, Florida; that Certificate of Amendment recorded on December 21, 2011 as Official Instrument No. 2011000273403 recorded in the Public Records of Lee County, Florida; that Certificate of Amendment recorded on January 31, 2012 as Official Instrument No. 2012000020731 recorded in the Public Records of Lee County, Florida; that Certificate of Amendment recorded on October 11, 2012 as Official Instrument No. 2012000222823 recorded in the Public Records of Lee County, Florida; that Certificate of Amendment recorded on December 28, 2012 as Official Instrument No. 2012000285748 recorded in the Public Records of Lee County, Florida; that Certificate of Amendment recorded on March 19, 2013 as Official Instrument No. 2013000064086 recorded in the Public Records of Lee County, Florida; and that Certificate of Amendment recorded on March 19, 2013 as Official Instrument No. 2013000064087 recorded in the Public Records of Lee County, Florida, and

WHEREAS, a majority of the Board of Directors voted to approve the certain corrective amendment proposed at and acted upon at the noticed Board meeting on April 17, 2013, and

WHEREAS, a majority of the Board of Directors voted to approve the amendments at a Board meeting on April 17, 2013, and otherwise voted to integrate all of these provisions into a single instrument.

NOW THEREFORE, the Pine Ridge at Ft. Myers Village 1 Condominium Association, Inc. does hereby restate the combined Declaration of Pine Ridge at Ft. Myers Village 1 - #1, #2, #2A and #3, a Condominium, for the purpose of integrating all of the provisions of the Declaration, together with previously recorded amendments, and recently adopted amendments, and does incorporate by reference and resubmit the lands described in the original Declarations of Condominiums, as referenced in Paragraph 1 below, to the terms, covenants, conditions, easements, and restrictions hereof, which shall be covenants running with the condominium property and binding on all existing and future owners and all others having an interest in the condominium lands or occupying or using the condominium property.

**AMENDED, RESTATED AND COMBINED
DECLARATION OF CONDOMINIUM**

PINE RIDGE AT FT. MYERS VILLAGE 1 - #1, #2, #2A AND #3 CONDOMINIUMS

1. **RECITAL** - These four condominiums were established by Declarations dated and recorded in the Lee County Public Records as follows:

Condominium #1 - Dated September 26, 1985, recorded February 2, 1987, O.R. Book 1809, Page 332.

Condominium #2 - Dated February 26, 1986, recorded July 6, 1988, O.R. Book 1831, Page 4635.

Condominium #2A - Dated September 20, 1991, recorded August 4, 1993, O.R. Book 2249, Page 0018.

Condominium #3 - Dated November 9, 1987, recorded December 11, 1987, O.R. Book 1959, Page 1856.

Submission of the lands to the condominium form of ownership by those documents and easements therein created remain effective as to the condominium plot plans and amendments thereto and the Surveyor Certificates and this combined Declaration does not merge the condominiums. Except as to the provisions noted, this Declaration supersedes and replaces the originals.

2. **PLAN OF DEVELOPMENT** - Condominium #1 contains 232 units in 19 buildings; Condominium #2 contains 126 units in 19 buildings; Condominium #2A contains 18 units in 9 buildings and Condominium #3 contains 86 units in 41 buildings.
3. **NAME** - The Condominiums shall be known individually as: Pine Ridge at Ft. Myers Village 1 - #1, #2, #2A and #3, a Condominium.

The name of the Condominium Association which administers these

condominiums is **Pine Ridge at Ft. Myers Village 1 Condominium Association, Inc.**, a Florida non-profit corporation. Separate associations are prohibited.

4. **DEFINITIONS** - The terms used herein shall have the meanings stated in the Condominium Act (Florida Statutes, Chapter 718) and as follows, unless the context otherwise requires:
 - 4.1. **ASSESSMENT** - The share of the funds required for the payment of common expenses which from time to time is assessed against a unit owner.
 - 4.2. **ASSOCIATION** — The corporation responsible for the operation of the condominium for the benefit of all owners in the community.
 - 4.3. **ASSOCIATION PROPERTY** - All property, real and personal, owned by the Association.
 - 4.4. **BOARD OF DIRECTORS OR DIRECTORS OR BOARD** - The Board of Directors responsible for the administration of the Association.
 - 4.5. **CHARGE OR SPECIAL CHARGE** - The obligation of a unit owner to pay or reimburse money to the Association which cannot be secured as an assessment pursuant to F.S. 718.116, but which shall give rise to a cause of action against the unit owner pursuant to this Declaration.
 - 4.6. **COMMON ELEMENTS** - The portions of the property submitted to condominium ownership and not included in the units as defined in Florida Statute 718.108, including:
 - 4.7. The land.
 - 4.8. All parts of the improvements which are not included within the units.
 - 4.9. Easements.
 - 4.10. Installations for the furnishing of services to more than one unit or to the common elements, such as electricity, water and sewer.
 - 4.11. **COMMON EXPENSES** - All expenses and assessments properly incurred by the Association for the Condominiums and such expenses as may be declared to be common expenses by this Declaration or the By-Laws. It shall be the Association's sole responsibility and discretion to determine which items of cost, expense and income are attributable in their entirety to a particular Condominium and which are to be apportioned amongst more than one Condominium, as well as the basis of the apportionment.

In all events the Association's determination as to such attribution shall be conclusive and binding. All costs and expenses attributed to a particular Condominium whether in their entirety or as an apportionment of an expense shared by more than one Condominium shall constitute common expenses of that Condominium. The cost of providing cable television under a bulk service contract shall be a common expense.

4.12. COMMON SURPLUS - The excess of all receipts of the Association over the common expenses:

4.13. CONDOMINIUM DOCUMENTS - This Declaration and its attached exhibits which set forth the nature of the property rights in the Condominiums and the covenants running with the land which govern these rights. All the condominium documents shall be subject to the provisions of this Declaration and their order of precedence shall be as follows: (1) Declaration; (2) Corporate Charter; (3) Bylaws; (4) Rules and Regulations.

4.14. CONDOMINIUM PARCEL - A unit together with the undivided share in the common elements which is appurtenant to the unit.

4.15. CONDOMINIUM PROPERTY - The lands and personal property, both tangible and intangible, subject to condominium ownership, whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto.

4.16. DEVELOPER - K. HOVNIANIAN AT FT. MYERS 1, INC., the company which established the Condominiums.

4.17. THE EXHIBITS TO THIS DECLARATION ARE AS FOLLOWS:

- A. The Amended and Restated Articles of Incorporation.
- B. The Amended and Restated By-Laws of the Association.
- C. The Amended and Restated Rules and Regulations of the Association.

4.18. FAMILY - means a natural person or two or more natural persons each of whom is related to each of the others by blood, marriage or adoption; or not more than two adult persons not so related and the children of either or both, who reside together as a single no-profit housekeeping unit.

4.19. GUEST - means any person who is physically present in or occupies a unit on a temporary basis at the invitation of the unit holder without the payment of consideration.

- 4.20. INSTITUTIONAL FIRST MORTGAGEE** - means the mortgagee (or its assignee) of a first mortgage upon a condominium parcel, which mortgagee is a bank, savings and loan association, mortgage banker, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Association, any agency of the United States of America and the Developer. The term also refers to any holder of a first mortgage against a condominium parcel which mortgage is guaranteed or insured, as evidenced by a recorded instrument 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 first mortgage loans, and their successors and assigns.
- 4.21. LEASE** - means the grant by a unit owner of a temporary right of use of the owner's unit for a valuable consideration.
- 4.22. LIMITED COMMON ELEMENTS** - Those portions of the common elements which are reserved for the use of a certain unit or units to the exclusion of other units.
- 4.23. OCCUPANT or OCCUPY** - when used in connection with a unit, means any person who is physically present in a unit on two or more consecutive days, including staying overnight.
- 4.24. OPERATION** - The administration and management of the condominium property.
- 4.25. PERSON** - An individual, corporation, trust or other legal entity capable of holding title to real property.
- 4.26. PINE RIDGE AT FT. MYERS, VILLAGE 1** - The Condominium Community within which the Condominiums and Association properties are located.
- 4.27. SINGULAR, PLURAL, GENDER** - Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and use of any gender shall be deemed to include all genders.
- 4.28. UNIT** - A part of the condominium property which is subject to exclusive ownership as described in this Declaration.
- 4.29. UNIT NUMBER** - The letter, number or combination thereof which is designated upon the Condominium Plot Plan and which is used as the identification of a unit.

4.30. UNIT OWNER - The owner of a condominium parcel.

4.31. VOTING INTEREST - means the voting rights distributed to the Association members pursuant to F.S. 718.104(4)(j).

5. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

5.1. REAL PROPERTY - Each unit and all appurtenances thereto, for all purposes, constitute a separate parcel of real property, which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the Condominium property, subject only to the provisions of the Condominium Documents and applicable laws.

5.2. BOUNDARIES - Each unit shall be bounded as to both horizontal and perimetrical boundaries as below defined, whether they exist now or are created by construction, settlement or movement of the buildings, or permissible repairs, reconstruction or alterations. Said boundaries are intended to be as follows and shall be determined in the following manner:

5.3. BOUNDARIES AS TO THE 10 LOT UNITS IN CONDOMINIUM #3 - A unit consists of a parcel of land lying within the following boundaries:

5.3.1. HORIZONTAL BOUNDARY:

UPPER AND LOWER BOUNDARIES - The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) UPPER BOUNDARY - The plane of the uppermost point of any approved structure erected within a unit.

(2) LOWER BOUNDARY - The plane of the lowermost point of all fixtures appurtenant to the approved structure erected within a unit, specifically excluding therefrom all public and private utility lines, pipes or conduits.

5.3.2. PERIMETRICAL BOUNDARY - The closed line surrounding the unit shown upon the Condominium Plot Plan, Exhibit "B" of Condominium #3.

5.4. BOUNDARIES AS TO VILLA UNITS - A unit consists of an individual apartment lying within the following boundaries:

5.4.1. HORIZONTAL BOUNDARY:

UPPER AND LOWER BOUNDARIES - The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

(1) UPPER BOUNDARY - The plane of the undecorated finished ceiling.

(2) LOWER BOUNDARY - The plane of the undecorated finished floor.

5.5. PERIMETRICAL BOUNDARIES:

- (a) for all end units: (i) the exterior unfinished surface of the outside walls, and (ii) the center line of the party wall between units.
- (b) for all interior units: (i) the exterior unfinished surface of the outside walls, and (ii) the center line of the party wall separating the units.

Such boundaries shall be subject to:

- (1) Where there is an aperture in any perimetrical boundary, including, but not limited to, windows and doors, the perimetrical boundary at such places shall be coincident with the exterior unfinished surface of such aperture, including the framework thereto. Exterior walls made of glass or glass fired to metal framing, exterior windows and frames, exterior glass sliding doors, frames and casings, shall be included within the unit and shall not be deemed a Common Element.
- (2) The interior partitions within a unit are part of said unit.
- (3) Where a patio or balcony is depicted on EXHIBIT "1" hereof (other than as limited common elements) to be a portion of the unit, the perimetrical boundary of such unit shall vary with the exterior unfinished surface (including screening, if any) of any such structure extended in a vertical plane, where necessary, to the horizontal boundary.

5.6. EXCLUSIVE USE - Each unit owner shall have the exclusive use of such owner's unit.

5.7. OWNERSHIP - The ownership of each unit shall carry with it, as appropriate, and whether or not separately described, all of the right, title and interest of a unit owner in the Condominium property which shall include, but not be limited to:

5.8. COMMON ELEMENTS - An undivided share of the common elements.

5.9. LIMITED COMMON ELEMENTS - The exclusive use (or use in common with one or more other designated units) of the following limited common elements that may exist: patio, balcony, terrace, garage, courtyard, backyard and those items set forth in Section 6.2.1. that are exterior to a unit to be maintained by a unit owner.

5.10. ASSOCIATION MEMBERSHIP and an undivided share in the common surplus of the Association.

5.11. EASEMENT TO AIR SPACE - An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may be lawfully altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

5.12. EASEMENTS - The following easements in the original Declarations of Condominium are retained and non-exclusive easements from the Association to (as applicable) each unit owner, to utility companies, unit owners' families in residence, guests, invitees and to governmental and emergency services, are hereby granted and created:

5.12.1. INGRESS AND EGRESS - Easements over the common elements for ingress and egress to units and public ways.

5.12.2. MAINTENANCE, REPAIR AND REPLACEMENT - Easements through the units and common elements for maintenance, repair and replacements.

5.12.3. UTILITIES - Easements through the common elements and units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of services and utilities to utility customers, other units and the common elements.

5.12.4. PUBLIC SERVICES - Access to the condominium property and to the units for emergency, regulatory, law enforcement and other public services in the lawful performance of their duties.

6. MAINTENANCE RESPONSIBILITY - The responsibility for maintenance of the Condominium shall be as follows:

6.1. BY THE ASSOCIATION - The Association shall maintain, repair and replace at the Association's expense the common elements and limited common elements exclusive of surface treatments, decorations or other additions by unit owners and also exclusive of the items listed in Paragraph 6.2.1. to be maintained by the unit owner, and:

6.1.1. STRUCTUAL - Those portions of the unit which contribute to the support of the building including, but not limited to, the perimeter walls, columns, roof and floors. Also, wiring, piping, ductwork and other mechanical, electrical or other installations or equipment serving the common elements or more than one unit.

6.1.2. LANDSCAPING/IRRIGATION — The Association shall maintain, repair and replace at the Association's expense all landscaping and all irrigation systems and components located on the common elements and limited common elements. The Association shall use technology and equipment that is equal to or better than the irrigation system permitted in connection with the South Florida Water Management District Application # 110408-11 and Permit # 36-00761-W, as such may be modified or amended from time to time, which shall be maintained by qualified individuals or entities. The landscaping will be maintain such that not less than 30% of the total plantings are Florida native and not less than 50% of all re-plantings are to be Florida native plants, or as otherwise mandated by law.

6.1.3. NEGLIGENCE - Provided that if the maintenance and repair and replacement of any of the common elements, the items in 6.1.1. above or other units shall be made necessary because of the negligence, act or omission of a unit owner, his family, lessees, invitees and guests, it shall be a liability of the unit owner. Such work may be done by the Association at the expense of the unit owner, and the cost shall be secured as a charge.

6.1.4. DAMAGE - All incidental damage caused to a unit by work done or ordered by the Association exclusive of unavoidable damage to surface treatments or decorations shall be promptly repaired by and at the expense of the Association.

6.1.5. EXTERIOR MAINTENANCE OF THE 10 LOT UNITS

WITHIN PINE RIDGE AT FT. MYERS VILLAGE I - #3 CONDOMINIUM - The Association shall be responsible for and shall see to the maintenance, repair, and operation of the exterior of the Units, including but not limited to all exterior surfaces from the unfinished surfaces of all exterior walls outward and the roofs of all buildings. The Unit Owners shall remain responsible for maintaining all portions of the Units as described in Section 6.2 below, except as expressly modified by this Section 6.1.5. The Association shall have all powers necessary to see that this responsibility is discharged, and may exercise these powers exclusively if it so desires. Any alterations to the exterior of buildings shall be with the prior written consent of all the Unit Owners in the building so affected and prior written consent of the Board of Directors. The cost of all such exterior maintenance shall be a Common Expense of Pine Ridge at Ft. Myers Village I - #3 and the allocations of all such common expenses shall be determined by the Board of Directors in its sole and absolute discretion. The Association's budget for Pine Ridge at Ft. Myers Village I - #3 shall include reserve accounts for capital expenditures and deferred maintenance for which the Association is responsible in connection with this Section 6.1.5 and such reserves shall be determined, maintained, and waived in the manner provided in F.S. §718.112.

6.2. BY THE UNIT OWNER - The responsibility of the unit owner shall be as follows:

- 6.2.1. SPECIFIC ITEMS** - To maintain, repair and replace at his expense, all portions of the unit except the portions to be maintained, repaired and replaced by the Association. The unit owner's responsibility specifically includes windows and glass panels, hurricane shutters, doors except exterior surface paint or stain, screens, frames, hardware, appliances, fixtures, switches, compressors, air handlers, air conditioner refrigerant lines and drains, wiring, piping, ductwork and plumbing serving only the particular unit, whether located inside or outside the unit.
- 6.2.2. EXTERIOR APPEARANCE** - A unit owner shall not paint or otherwise decorate or change the appearance of any portion of the building not within the interior walls of the unit or which is visible from the exterior of the unit, unless the written consent of the Association is obtained in advance. (This shall not be construed to require approval for placing appropriate furniture on terraces, patios or balconies, but

does include blinds or shutters including but not limited to hurricane shutters of all types). Unless otherwise approved, curtains, blinds and drapes shall be white or off-white or soft pastel in color or lined with materials of these colors.

- 6.2.3. OWNER ALTERATION OF COMMON ELEMENTS RESTRICTED** - No owner shall make any alterations in the portions of the improvements which are to be maintained by the Association or remove any portion thereof or make any additions thereto without the prior written approval of the Board of Directors. The Board shall have the authority to approve the proposed work, disapprove the work (in which case the work shall not be done) or to require modifications to the work and the Board's decision shall be determinative of the matter. All applicable government agencies must approve and grant permits and the entire expense including subsequent maintenance and restoration must be borne by such owner. The Association may require approval from engineers or other professionals as a prerequisite. No owner shall do any work which would jeopardize the safety or soundness of the building or impair any easements. Such Board approved work is declared not to constitute material alterations or substantial additions to the common elements.

7. COMMON ELEMENTS

- 7.1. COMMON ELEMENTS** - The common elements in the individual condominiums shall be owned by the unit owners in such undivided shares as are set forth on Exhibit "B" to this Declaration (Identified as Exhibit "1" to the original Declarations).
- 7.2. NO PARTITION** - No action for partition of the common elements shall lie.
- 7.3. USE** - Each unit owner and the Association shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of other unit owners.
- 7.4. ALTERATIONS AND ADDITIONS TO COMMON ELEMENTS AND ASSOCIATION PROPERTY** - The protection, maintenance, repair, insurance and replacement of the common elements and association property is the responsibility of the Association and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the common elements or real property owned by the Association costing more than \$2,500 in the aggregate in any calendar year without prior approval of at least a majority

of the entire membership. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the common elements or association property also constitutes a material alteration or substantial addition to the common elements, no prior unit owner approval is required.

8. FISCAL MANAGEMENT - The fiscal management of the Condominium including budget, fiscal year, charges, assessments and collections of assessments shall be as set forth herein and in the By-Laws (Exhibit B).

9. ADMINISTRATION - The administration of the Condominium shall be by the Board of Directors and its powers and duties shall be as set forth herein and in the By-Laws.

9.1. Board's Power to Borrow Money. Notwithstanding any term to the contrary set forth in this Declaration or the By-Laws and with exception to borrowing money to finance the association's insurance premiums, the Board of Directors' power to borrow money is restricted. Except in the case of bonafide emergencies, the Board of Directors may not borrow or incur any monetary indebtedness greater than \$50,000.00 without first receiving the prior authorization of at least a majority of the entire membership. All monies borrowed must be repaid in full within twelve (12) months after being incurred. In all events, the Board of Directors shall be authorized to borrow money or otherwise finance the expense to pay for the association's insurance premiums in any amount and based upon any terms that the Board deems prudent.

10. INSURANCE - In order to adequately protect the unit owners, the Association, the condominium property and the Association property required to be insured by the Association, insurance shall be carried and kept in force at all times in accordance with the following provisions:

10.1. DUTY AND AUTHORITY TO OBTAIN - The Board of Directors shall use its best efforts to obtain and maintain adequate insurance. In all insurance purchased by the Association, the name of the insured shall be the Association and the unit owners and their mortgagees (without naming them), as their interests shall appear and shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional first mortgages.

10.2. BASIC INSURANCE - Insurance covering the building and improvements as well as all Association property, in an amount determined annually by the Board of Directors. Pursuant to F.S. 718.111(11)(b) the word "building" does not include floor coverings, wall coverings, ceiling coverings nor electrical fixtures, appliances, air conditioning or heating equipment, water heaters or built-in cabinets located within a unit. Such

insurance shall afford the following protection:

- 10.2.1. PROPERTY** - Replacement cost coverage for loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risks" property contract.
- 10.2.2. FLOOD** - Up to the replacement cost for each building and insurable improvements as available from time to time.
- 10.2.3. LIABILITY** - Premises and operations liability endorsements for bodily injury and property damage in such limits of protection and with such coverage as required by the Board of Directors of the Association, with cross liability endorsements to cover liabilities of the unit owners as a group to a unit owner.
- 10.2.4. 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 required by the Board of Directors of the Association.
- 10.2.5. WORKERS' COMPENSATION** - Regardless of the number of employees, the Association shall maintain Worker's Compensation insurance on at least a minimum premium basis unless otherwise determined by the Board of Directors from time to time.
- 10.2.6. FIDELITY BONDING** - The Association shall obtain and maintain blanket fidelity bonding for each person who is authorized to sign checks and the President, Vice-President, Secretary and Treasurer of the Association in an amount not less than \$50,000.00 for each person, but in no event less than the minimum required by the Condominium Act from time to time. The Association shall bear the cost of bonding.
- 10.2.7. DIRECTORS AND OFFICERS LIABILITY INSURANCE** The Association shall obtain and maintain adequate Directors and officers liability insurance utilizing the broad form of policy coverage for all Directors and officers, past Directors and officers and, if available, committee members of the Association.
- 10.2.8. OPTIONAL COVERAGE** - The Association may purchase and carry such other insurance coverage as the Board of

Directors may determine from time to time to be in the best interests of the Association and unit owners.

10.3. DESCRIPTION OF COVERAGE - A detailed summary of the coverage included in the master policies shall be available for inspection by unit owners upon request.

10.4. 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 rights to subrogation as to any claim against unit owners, the Association, or their respective servants, agents or guests.

10.5. SHARES OF INSURANCE PROCEEDS - All proceeds of insurance policies purchased by the Association shall be payable to the Association. The duty of the Association shall be to receive such proceeds and hold and disburse them for the purposes stated herein in the following shares:

10.5.1. COMMON ELEMENTS - Proceeds on account of damage to common elements shall be held in as many undivided shares as there are units, the shares of each unit owner being the same as his share in the common elements.

10.5.2. UNITS - Proceeds on account of damage to units shall be held in as many undivided shares as there are damaged units, the share of each owner being in proportion to the cost of restoring the damage suffered by each such unit.

10.5.3. MORTGAGEES - 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 units except to the extent that insurance proceeds exceed the actual costs of repair or restoration of the damaged improvements, and no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty. The Association shall pay all policy deductible amounts.

10.6. DISTRIBUTION OF INSURANCE PROCEEDS - Proceeds of insurance policies received by the Association shall be distributed for the benefit of the unit owners in the following manner:

10.6.1. COST OF RECONSTRUCTION OR REPAIR - If the damage for which the proceeds are paid is to be repaired or

reconstructed by the Association, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be distributed to the Association for the account of the Condominium(s) in which the damage occurred or if Association property, for the account of the Association.

10.6.2. FAILURE TO RECONSTRUCT OR REPAIR - If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds after expenses shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by them.

10.7. ASSOCIATION AS AGENT - The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association.

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

11.1. DAMAGE TO UNITS - Where loss or damage is only to those parts of a unit for which the responsibility of maintenance and repair is that of the unit owner, any Association insurance proceeds on account of the damage, less the deductible, shall be distributed to such contractors, suppliers and personnel for work done, materials supplied or services required for reconstruction or repair. Payments shall be in such amounts and at such times as the unit owners may direct. The owners of damaged units shall be responsible for reconstruction and repair and shall bear the cost thereof, if any, in excess of the insurance proceeds.

11.2. DAMAGE TO COMMON ELEMENTS - LESS THAN "VERY SUBSTANTIAL" - Where loss or damage occurs to the common elements, but the loss is less than "very substantial," as herein defined, it shall be mandatory for the Association to repair, restore or rebuild the damage caused by the loss, and the following procedures shall apply:

11.2.1. ESTIMATES - The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of reconstruction and repair, and shall negotiate and contract for the work.

11.2.2. INSURANCE INSUFFICIENT - If the net proceeds of

insurance plus available reserves are insufficient to pay for the cost of reconstruction and repair of the common elements, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in the Condominium in which the damage occurred. Such special assessments need not be approved by the unit owners. The special assessments shall be added to the proceeds available for reconstruction and repair of the property.

11.2.3. "VERY SUBSTANTIAL" DAMAGE - As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby three-fourths (%) or more of the total units are rendered uninhabitable. Should such "very substantial" damage occur, then:

11.2.3.1. OWNERS' MEETING - A meeting of the Association shall be called by the Board of Directors to be held within a reasonable time after the casualty. A determination by the Board of Directors as to what is a reasonable time shall be conclusive. The purpose of the meeting shall be to determine the wishes of the voting interests in the Condominium(s) with reference to reconstruction or termination of the condominium, subject to the following:

11.2.3.1.1. INSURANCE SUFFICIENT - If the insurance proceeds and reserves available for reconstruction and repair are sufficient to cover the cost thereof, so that no special assessment is required, then the condominium property shall be reconstructed or repaired unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general type of units, in which case the condominium shall be terminated pursuant to Paragraph 16.2.

11.2.3.1.2. INSURANCE INSUFFICIENT - If the insurance proceeds and reserves available for reconstruction and repair are not sufficient to cover the cost thereof so that a special assessment will

be required, then unless fifty percent plus one of the voting interests of the Condominium in which the damage occurred vote in favor of such special assessment and against termination of the condominium, it shall be terminated pursuant to Paragraph 16.2. If fifty percent plus one of the voting interests of the Condominium approve the special assessment, the Association, through its Board, shall levy such assessment and shall proceed to negotiate and contract for such reconstruction and repairs. The special assessment shall be added to the proceeds of insurance and reserves available for reconstruction and repair of the property.

11.2.4. DISAGREEMENT - If any disagreement shall arise as to whether "very substantial" damage has occurred, a determination by the Board of Directors shall be binding upon all unit owners.

11.3. APPLICATION OF INSURANCE PROCEEDS - It shall be presumed that the first monies disbursed for reconstruction and repair shall be from the insurance proceeds and they shall first be applied to reconstruction of the common elements and then to the units; if there is a balance in the funds held by the Association after the payments of all costs of reconstruction and repair, such balance shall be distributed to the Association for the account of the Condominium(s) in which the damage occurred or if Association property, for the account of the Association. Provided, however, if special assessments were made pursuant to Paragraph 11.2.3.1.2. hereof, then all or part of such balance shall be returned to the unit owners paying said assessments pro-rata, according to the amount each paid, up to the full amount each paid, then to the Association.

11.4. EQUITABLE RELIEF - In the event of substantial damage to the condominium property, and if the property is not reconstructed or repaired within a reasonable period of time, any unit owner may petition a court for equitable relief, which may include a termination of the condominium and a partition. For the purposes of this provision, it shall be conclusively presumed that reconstruction or repair has occurred within a reasonable period of time if substantial work is commenced within such time following the damage or destruction as is determined by the Board of Directors to be reasonable and the work proceeds without intentional and unwarranted delay to completion.

11.5. PLANS AND SPECIFICATIONS - Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or in lieu thereof, according to plans and specifications approved by the Board of Directors and the Architecture Committee of the Condominium Association.

12. USE RESTRICTIONS - The use of the property of the Condominium shall be in accordance with the Rules and Regulations attached hereto and incorporated herein as Exhibit "D" and the following provisions:

12.1. LAWFUL USE - All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair upon Condominium property shall be the same as the responsibility for the repair and maintenance of the property as expressed earlier in this Declaration.

12.2. RULES AND REGULATIONS - The rules and regulations attached hereto as Exhibit "C" and made a part hereof by reference concerning the use of the Condominium property including the units may be amended from time to time by the Board of Directors. Provided that by the vote of a plurality of the voting interests present at a meeting of the unit owners at which a quorum is present, the voting interests may cancel or amend a rule or regulation enacted by the Board. Copies of the regulations and amendments shall be furnished by the Association to all unit owners. No new or amended regulation may be enforced prior to distribution to the owners. Changes in the Rules and Regulations shall not require amendment of this Declaration and may, but need not be recorded in the Public Records.

12.3. USE OF THE UNITS is restricted to single family residential purposes only. As used in the Condominium Documents, "single family" means one natural person, a group of two or more natural persons who customarily reside together as a single family housekeeping unit, each of whom is related to each of the others by blood, marriage or adoption, or not more than two persons not so related, who customarily reside together as a single housekeeping unit. No more than four (4) persons may permanently occupy a two (2) bedroom unit. No more than six (6) persons may permanently occupy a three (3) bedroom unit. For purposes of these Condominium Documents, "permanently occupy" means to sleep in the unit for more than thirty (30) nights during a calendar year. No unit may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred. No person may occupy a unit as a unit owner, tenant or family member thereof (i.e. occupy the unit on an overnight basis for more than thirty (30) days in a calendar year) unless said person's occupancy has been specifically approved by the Association, through the

Board of Directors. In considering such requests, the Board may consider factors set forth in Articles 12 hereof, and may charge a reasonable fee for review of occupancy requests. Visitation by guests are governed below. The use restrictions shall not be construed in such a manner as to prohibit a unit owner from maintaining his personal professional library, keeping his personal business or professional records or accounts or handling his personal, business or professional telephone calls or correspondence in and from his unit. Such uses are expressly declared customarily incident to the principal residential use. Guest residency shall be subject to the following:

- (a) **NON-OVERNIGHT VISITATION BY GUESTS WHEN UNIT OWNER OR TENANT IS IN RESIDENCE.** There is no restriction against this type of guest usage, provided that same does not create a nuisance or annoyance to other condominium residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict or prohibit guest visitation by convicted felons, including by not limited to registered sex offenders and person who have been convicted of narcotic offenses. Non-overnight guests need not be registered with the Association. Non-overnight guests shall be entitled to use the Condominium facilities only when accompanied by the unit owner or tenant (or an adult resident member of the unit owner's or tenant's family). The Board may establish additional restrictions on non-overnight guest usage of the facilities, such as maximum numbers of guests who may use common facilities, maximum numbers of common facility usages per guest, and the like.
- (b) **OVERNIGHT VISITATION BY GUESTS WHEN UNIT OWNER OR TENANT IS IN RESIDENCE.** Unit owners and tenants (and their respective families) may have related or unrelated overnight guests, so long as the unit owner or tenant is in simultaneous residence. There is no requirement for registration of overnight guests with the Board. The Association may restrict or prohibit guest visitation by convicted felons, including by not limited to registered sex offenders and person who has been convicted of narcotic offences. Under no circumstances may more than six (6) persons (including the unit owner or tenant, and their families) sleep overnight in a three (3) bedroom unit, and no more than four (4) people in a two (2) bedroom unit. Overnight guests' use of Condominium facilities is subject to the same provisions as use of Condominium facilities by Non-Overnight Guests.
- (c) **NON-OVERNIGHT GUESTS IN THE ABSENCE OF THE UNIT OWNER OR TENANT.** Unit owners and tenants are not permitted to have non-overnight guests when the unit owner or tenant is

absent from the condominium. Unit owners and tenants may have their units inspected by caretakers, family members, etc. However, such individuals shall not be permitted to use Condominium facilities, such as recreational facilities (pool, parking areas, etc.).

12.4. OVERNIGHT GUESTS IN THE ABSENCE OF THE UNIT OWNER OR TENANT. Tenants are not permitted to have overnight guests (related or non-related) in the absence of the tenants' simultaneous residence. Unit owners are permitted to have overnight guests in the absence of the unit owner subject to the following conditions, and such other rules and regulations as may be deemed necessary by the Board to effectuate the residential, non-transient nature of this Condominium.

12.4.1. NON-RELATED OVERNIGHT GUESTS in the absence of the owner will be limited to two (2) occupancies per calendar year. The limitation on unit density in Article 12.3(b) applies. Ten (10) days prior notice to the Association is required.

12.4.2. RELATED OVERNIGHT GUESTS may occupy a unit in the absence of the owner. For the purpose of this clause, "related" means all persons staying in the unit on an overnight basis, in the absence of the owner, who are related to the unit owner or primary occupant (by blood, marriage or adoption) to the following degree: parent, grandparent, child, grandchild, or sibling. The limitation on unit density in Article 12.3(b) applies. Ten (10) days prior notice to the Association is required.

12.5. ASSOCIATION'S ACCESS TO UNITS - The association has an irrevocable right of access to the units during reasonable hours when necessary for the purpose of maintenance, repair and replacement of the common elements or any portion of a unit to be maintained by the Association pursuant to this Declaration or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units. The Association's right of access to a unit shall be exercised after reasonable notice to the unit owner, unless such notice is not possible or practical under the circumstances, and with due respect for the occupants' rights to privacy and freedom from unreasonable annoyance, as well as with reasonable precautions to protect the personal property within the unit. The Association requires and shall retain a passkey to all units. No unit owner shall alter any lock, nor install a new lock, the effect of which would be to prevent access by the Association when the unit is unoccupied, unless the unit owner provides the Association with a key.

12.6. PARKING - BIKE RACKS - Parking and installation and use of bike racks

shall be as forth in the Rules and Regulations (Exhibit "C").

- 12.7. PETS - TENANTS AND GUESTS** - Pets shall be as allowed and regulated in the Rules and Regulations (Exhibit "C") but tenants and guests shall not be permitted to have pets.
- 12.8. FLOORING** - The floors of all units except ground floor units shall be covered with carpeting over padding except that a unit owner who shall elect to install in any portion of his unit (other than in baths and the kitchen) hard surface floor covering (i.e., tile, slate, ceramic, parquet, etc.) shall be first required to install a sound absorbent under-cushion of, or equivalent to, ½ inch of cork to prevent the transmission of noise to lower floor units, and shall obtain written approval of the Directors prior to making such installation. If such prior approval is not obtained, the Directors may, in addition to exercising all the other remedies provided for in this Declaration for breach of any of the provisions hereof, require such unit owner to cover all non-conforming work with carpeting, or may require removal of such non-conforming work, at the expense of the offending unit owner. Provided, however, that unit owners who installed hard surface flooring without an under-cushion prior to the adoption of this Section shall not be in violation by retaining that flooring only.
- 12.9. EXCLUSIVE USE - COMMON FACILITIES** - The Association may lease to unit owners (but not tenants or guests) for appropriate temporary periods of time those portions of the Association property such as the clubhouse (but not the pool or deck) rationally appropriate and desirable for exclusive use for private functions.
- 12.10. NUISANCES PROHIBITED** - Unit owners and their tenants and invitees shall not engage in any practice, exhibit any behavior nor permit any condition to exist that shall, in the exclusive judgment of the Board of Directors, constitute a nuisance.
- 13. SALE, LEASE, DISPOSITION, FINANCING AND FAIR HOUSING AMENDMENTS ACT COMPLIANCE** - The purpose and object of this Section is to maintain a quiet, tranquil and single family oriented atmosphere with the residents living in compatible co-existence with other financially responsible persons who are of like mind and acceptable both in character and comportment. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each owner. Anything in any other provision of this Declaration or the Charter, By-Laws, or Rules and Regulations to the contrary notwithstanding, this section shall take precedence over such other provisions.
- 13.1. OCCUPANCY AND USE RESTRICTIONS** - In order to preserve the values and amenities of Pine Ridge at Ft. Myers, Village 1, the following

provisions shall be applicable to the Condominium Property:

13.1.1. OCCUPANCY OF UNIT - In accordance with the Fair Housing Amendments Act of 1988 as amended by the Housing for Older Persons Act of 1995, and as provided in parallel state or local ordinances, all as amended from time to time, at least one person fifty-five (55) years of age or older must be the permanent occupant of each unit while any other person occupies said unit. Any additional permanent occupant of the unit, who is under the age of fifty-five (55) and age eighteen (18) or older may occupy and reside in the unit as long as one of the permanent occupants is age fifty-five (55) or older, subject to other occupancy restrictions contained in this Declaration, the By-Laws, or the Rules and Regulations. Guests under the age of eighteen (18) shall be allowed to occupy a unit on a temporary basis, not to exceed thirty (30) days in any calendar year. Notwithstanding these provisions, the Board in its sole discretion shall have the right to establish hardship exceptions to permit persons of age eighteen (18) or older and less than fifty-five (55) years of age to permanently reside in the community even in the absence of a person or persons fifty-five (55) years of age or older. Any surviving cohabitant or heir is eligible for membership in the Association and permanent occupancy of a unit provided that he/she has or obtains legal or equitable title to a unit, and does not occupy the unit with minor children. The Board of Directors shall establish policies and procedures for the purpose of ensuring that the required percentages of occupancy by older persons are maintained at all times. The Board of Directors shall have the sole and absolute authority to deny occupancy of a unit by any person(s) whose occupancy would violate this provision.

13.2. LEASING. The lease of a unit is defined as occupancy of the unit by any person other than the unit owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, etc.). The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration of Condominium. The term "tenant" and "lessee" shall likewise be used interchangeably. Should a unit owner wish to lease his unit, he shall furnish the Association with a copy of the proposed lease and the name of the proposed lessee, as well as all proposed occupants. The Association shall have thirty (30) days from the receipt of notice within which to approve or disapprove of the proposed lease or proposed lessees or occupants. The Association shall give the

unit owner written notice of its decision within said period. Failure to notify the unit owner shall be deemed an approval. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing is prohibited. All leases shall be for a minimum period of three (3) consecutive months and for a maximum period of one (1) year.

13.2.1. Board Right of Approval. The Board of Directors shall have the authority to approve all leases and renewals or extensions thereof, which authority may be delegated to a committee or agent. No person may occupy a unit as a tenant, or family member of a tenant, without prior approval of the Board of Directors. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed tenant and all proposed occupants as the Board deems appropriate under the circumstances. The Association's transfer approval forms may include a statement that prospective tenant(s) (including all proposed prospective occupants) have read the Condominium Documents, and agree to be bound by same, as a condition of approval. The Board may require an interview of any proposed tenant and their spouse, if any, and all proposed occupants of a unit, as a condition for approval.

13.2.2. Tenant Conduct, Remedies. All leases shall be on a uniform form of lease or lease addendum if so promulgated by the Association. Uniform leases, addenda and all other leases will provide or be deemed to provide that the tenants have read and agreed to be bound by the Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations as the same may be amended from time to time, (the "Condominium Documents"). The uniform lease or addendum and other leases shall further provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease and subject the tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a tenant fails to abide by the Condominium Documents, the unit owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The unit owner shall have the duty to bring his tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings

without notice to cure, where legally permissible. If the unit owner fails to bring the conduct of the tenant into compliance with the Condominium Documents, The Association shall have the authority to act as agent of the unit owner to undertake whatever action is necessary to abate the tenants' noncompliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association, or as agent of the unit owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the unit owner which shall be secured by a continuing lien in the same manner as assessment charges.

13.2.3. Security Deposit. The Board of Directors shall have the authority, as a condition of granting approval to a lease or renewal or extension thereof, to require that a prospective lessee or unit owner place a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association to protect against damage to the common elements or Association property. Payment of interest, claims against the deposit, refunds and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes (1999) as amended from time to time.

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

a lease application if any denial is based upon any of the following factors:

- 13.2.4.(A)** The person seeking approval (which shall hereinafter include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony.
- 13.2.4.(B)** The application for approval on its face, or the conduct of the applicant, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium Documents. By way of example, but not limitation, a tenant taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Condominium Documents.
- 13.2.4.(C)** The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations or by his conduct in this Condominium as a tenant, unit owner or occupant of a unit.
- 13.2.4.(D)** The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner.
- 13.2.4.(E)** All assessments, fines and other charges against the unit and/or unit owner have not been paid in full.
- 13.2.5. Liability.** The liability of the unit owner under the Condominium Documents shall continue notwithstanding the fact that he may have leased or rented his interest in the unit as provided herein.
- 13.2.6. Association Fee.** The unit owner or lessee seeking approval of a lease of a unit parcel shall pay a transfer fee for each applicant in an amount determined by the Board but

not exceeding the maximum permitted by law per transaction. No charge shall be made in connection with an extension or renewal of a lease.

13.3. Forms of Ownership:

- 13.3.1.1. **Ownership By Individuals.** A unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.
- 13.3.1.2. **Co-Ownership.** Co-ownership of units may be permitted. If the co-owners are other than husband and wife, the Board shall condition its approval upon the designation of one approved natural person as "primary occupant." The use of the unit by other persons shall be as if the primary occupant was the only actual owner. Any changes in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one such change will be approved in any calendar year. No time share estates may be created. "House Sharing" by multiple families is prohibited.
- 13.3.1.3. **Ownership by Corporations, Partnerships or Trusts.** A unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the unit may be used as a short-term or transient accommodations for several individuals or families. The approval of a partnership, trustee, or corporation or other entity as a unit owner shall be conditioned upon designation by the owner of one natural person to be the "primary occupant." The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in this primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one such change will be approved in any twelve (12) month period. Unit owners of record as of the adoption of this provision shall be required to designate a Primary Occupant within thirty (30) days of the effective date hereof, which is the date of recordation in the Public Records of Lee County, Florida.
- 13.3.1.4. **Life Estate.** A unit may be subject to a life estate, either by

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

13.3.2. Transfers Subject to Approval.

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

13.3.2.(B) Gift. If any Unit owner shall acquire his title by gift, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. Notice must be given at least thirty (30) days prior to the intended closing date.

13.3.2.(C) Devise or Inheritance. If any Unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. If any Unit owner acquires his title by devise or inheritance, his right to occupy or use the unit shall be subject to the approval of the Board of Directors. Approval to own or occupy may not be denied to any devisee or heir who was the prior owner's lawful spouse at the time of death, or was related to the deceased owner by blood or adoption.

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

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

13.3.3.1(A) Notice to Board of Directors.

13.3.3.1(A) Sale. A Unit owner intending to make a bona fide sale of his Unit or any interest in it shall give to the Board of Directors notice of such intention, together with the name and address of the intended purchaser, an executed copy of the purchase contract and its exhibits and such other information concerning the intended purchaser and the transaction as the Board of Directors may reasonably require. The Association's transfer approval forms may include a statement that prospective buyers (in all proposed prospective occupants) have read the Condominium Documents, and agree to be bound by same, as a condition of approval. Such notice at the Unit owner's option may include a demand by the Unit owner that the Association furnish a purchaser of the Unit if the proposed purchaser is not approved.

13.3.3.1.(B) Gift, Devise or Inheritance; Other Transfers. A Unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the

Board of Directors notice of the acquiring of his title, together with such information concerning the Unit owner as the Board of Directors may reasonably require, and a certified copy of the instrument evidencing the owner's title.

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

13.3.3.1(D) Certificate of Approval.

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

13.3.3.2(6).1 Gift, Devise or Inheritance: other Transfers. If the Unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information the Board of Directors must either approve or disapprove the continuance of the Unit owner's ownership of his Unit.

13.3.3.2(6).2 Approval of Occupant. If the Unit owner or purchaser is a corporation, partnership, trust, some other entity, or

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

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

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

13.3.4.A.1 At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Unit owner and the other of whom shall be appointed by the Association, who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

13.3.4.A.2 The purchase price shall be paid in cash. The sale shall be closed within

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

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

13.3.4.B.1 The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Association and the other of whom shall be appointed by the Unit owner, who shall base their determination upon an average of their appraisals of the Unit;

and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

13.3.4.6.2 The purchase price shall be paid in cash. The sale shall be closed within ten (10) days following the determination of the sale price. If the Board of Directors shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Lee County, Florida at the expense of the Unit owner.

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

13.3.4.C.1 The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed occupants) intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium.

13.3.4.C.2 The person seeking approval (which shall include all proposed occupants) has been convicted of a crime involving

violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony.

13.3.4.C.3 The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts.

13.3.4.C.4 The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium as a tenant, unit owner or occupant of a unit.

13.3.4.C.5 The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.

13.3.4.C.6 The unit owner requesting the transfer has had fines assessed against him or her which have not been paid; or

13.3.4.C.7 All assessments and other charges against the unit owner have not been paid in full.

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

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

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

13.4. FINANCING RESTRICTIONS - No owner may mortgage or finance his unit in any manner without the written approval of the association except to an institutional lender regularly engaged in the business of making residential first mortgage loans, provided that a unit owner who sells his unit need no approval to take back a purchase money mortgage.

13.5. NOTICE OF SUIT - An owner shall give notice to the Association of every suit or other proceeding which may affect the title to his unit, such notice to be given immediately after the owner receives knowledge thereof.

13.5.1. JUDICIAL SALES - are exempt from this Section.

13.6. UNAPPROVED TRANSACTIONS - Any transaction which is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

14. COMPLIANCE AND DEFAULT - Each unit owner, each tenant and other invitee shall be governed by, and shall comply with the provisions of, the Condominium Act as amended from time to time, this Declaration, including its exhibits, the Association Charter and the Association By-Laws.

14.1. REMEDIES - Failure to comply shall be grounds for relief, which relief may include, but shall not be limited to, an action to recover damages or injunctive relief or both. Actions may be maintained by the Association or by any unit owner.

14.2. COSTS AND FEES - In any such proceeding, including appeals, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney fees.

14.3. OWNER COMPLAINTS - DISPUTES - In the event of a complaint by an owner against the Association, the Board of Directors or a member thereof, such owner, prior to the institution of any proceedings, shall give written notice in detail of the complaint by Certified Mail to the Board of Directors. The Board shall respond in writing to the unit owner within 30 days of the receipt of the complaint. The Board's response shall either give a substantive response, notify the complainant that a legal opinion has been requested, or notify the complainant that advice has been requested from the Bureau of Condominiums. If the Board requests advice from the Bureau of Condominiums, the Board shall, within 10 days of receipt of the advice, provide in writing a substantive response to the complainant. If a legal opinion is requested, the Board shall, within 60 days of the receipt of the complaint, provide in writing a substantive response to the complainant. The failure to act as above set forth precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceedings, or arbitration arising out

of the complaint. If unresolved, a dispute as defined in F.S. 718.1255(1) must be arbitrated in mandatory non-binding arbitration proceedings prior to commencing litigation.

- 14.4. NO WAIVER OF RIGHTS - The failure of the Association or any owner to enforce any covenant, restriction or other provision of the Condominium Documents shall not constitute a waiver of the right to do so thereafter as to subsequent or other instances.
15. AMENDMENTS - Amendments to any of the Condominium Documents shall be in accordance with the following:
- 15.1. REQUIREMENTS - An amendment may be proposed either by the Board of Directors or by 25% of the voting interests, and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the By-Laws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed in recordable form signed by the President or Vice President of the Association that it has been enacted by the affirmative vote of the required percentage of the voting interests (which vote may be evidenced by later written approval of voters not present), and the separate written joinder of mortgagees where required and shall include the recording data identifying the location of the Declaration as originally recorded and which shall become effective when recorded in the public records.
- 15.2. CORRECTORY AMENDMENT - Whenever it shall appear that there is a defect, error or omission in any of the Condominium Documents or in order to comply with applicable laws or requirements of government agencies, the amendment may be adopted by the Board of Directors alone.
- 15.3. REGULAR AMENDMENTS - Amendments may be enacted by a favorable vote of the owners of fifty percent (50%) plus one of the voting interests in the Association.
- 15.4. INDIVIDUAL CONDOMINIUM AMENDMENTS - Amendments affecting only the physical property or finances of a single Pine Ridge Condominium is to be voted on only by the voting interests in that Condominium.
- 15.5. MORTGAGEE JOINDER - Amendments materially affecting the rights or interests of mortgagees in a Condominium must have the approval of the holders of institutional first mortgages of record representing fifty percent plus one of the votes of units subject to such mortgages who have requested the Association to notify them on any proposed action specified in this paragraph. Implied approval shall be assumed when such holder

fails to submit a response to any written proposal for an amendment within 30 days after it receives proper notice of the proposal provided the notice was delivered certified or registered mail, with a "Return Receipt" requested. In the event that mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by affidavit of the Association and recorded in the Public Records of the county where this Declaration is recorded. A change to any of the following shall be considered as material:

any change in the proportion or percentage by which the owner of the unit shares the common expenses or owns the common surplus;

- reallocation of interests in the general or limited common elements, or rights to their use;
- redefinition of any unit boundaries;

convertibility of units into common elements or vice versa;

expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project;

15.6. WRITTEN AGREEMENTS - Any approval of unit owners on any matter called for by this Declaration, its Exhibits or any statute to be taken at a meeting of unit owners is hereby expressly allowed to be taken instead by written agreement, without a meeting (which agreement may be in counterparts), subject to F.S. 718.112(2)(d)(4).

16. TERMINATION - A Condominium may be terminated in the following manner:

16.1. AGREEMENT - A Condominium may be terminated at any time by approval, in writing, of ninety percent (90%) of the voting interests of the Condominium and the approval of the holders of institutional first mortgages of record representing 51% of the votes of units subject to such mortgages who have requested notification. Mortgagee approval shall be as set forth in Paragraph 15.5.

16.2. VERY SUBSTANTIAL DAMAGE - If a Condominium, as a result of casualty, suffers "very substantial damage" and it is not decided as therein provided that it will be reconstructed or repaired, the Condominium form of ownership will thereby terminate without agreement.

16.3. GENERAL PROVISIONS - Upon termination, the former unit owners shall become the owners, as tenants in common, of all Condominium property and that Condominium's share of the assets of the Association. 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 lands and other properties and rights which he may receive by reason of such termination. The termination of a Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination. Termination shall become effective when that certificate is recorded in the Public Records of Lee County, Florida.

16.4. NEW CONDOMINIUM - The termination of a Condominium does not bar creation of another Condominium affecting all or any portion of the same property.

16.5. PARTITION; SALE - Following termination, the Condominium property may be partitioned and sold upon the application of any unit owner. Provided, however, that if following a termination, the owners of two-thirds (2/3rds) of the voting interests of the Condominium determine to accept an offer for the sale of the property, all owners shall be bound to execute deeds and other documents reasonably required to effect the sale. In such 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.

16.6. BOARD AUTHORITY - If a Condominium is terminated, the Board of Directors of the Association shall wind up the affairs of the Condominium.

16.7. PROVISIONS SURVIVE TERMINATION - The provisions of this Paragraph 16 are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by this paragraph have been completed.

17. RIGHTS OF MORTGAGEES

17.1. EXCUSAL FROM APPROVAL TO OWN - The holder of an institutional first mortgage which obtains title to a unit through foreclosure or deed in lieu of foreclosure is not required to obtain the prior approval of the Association to own the unit.

17.2. RIGHTS TO INFORMATION - Upon receipt by the Association from any institutional mortgagee, Guarantor or Insurer of a copy of the mortgage held by such mortgagee, Guarantor or Insurer on a Unit, together with a written request from such mortgagee or an Insurer or Guarantor of such mortgagee specifying the address to which the following items are to be sent, the Association shall timely send to such mortgagee, Insurer or Guarantor the following, and for which the Association may charge a

reasonable fee.

- 17.2.1. FINANCIAL STATEMENT** - A copy of a financial statement of the Association for the immediately preceding fiscal year.
- 17.2.2. INSURANCE CANCELLATION** - Written notice of the cancellation or termination by the Association of any policies of insurance covering the Association Common Areas or any improvements thereon, or any fidelity bonds of the Association.
- 17.2.3. DAMAGE TO CONDOMINIUM** - Written notice of substantial damage or destruction to the improvements located on a Condominium's Common Elements which affects a material portion of the project or the unit securing its mortgage.
- 17.2.4. EMINENT DOMAIN** - Written notice of condemnation or eminent domain proceeding affecting a material portion of the project or the unit securing its mortgage.
- 17.2.5. DELINQUENT ASSESSMENTS** - Written notice of failure by an Owner owning a Unit encumbered by a first mortgage held by an institutional mortgagee, Guarantor or Insurer to pay any Assessments where such failure or delinquency has continued for a period of sixty (60) days.
- 17.2.6. FAILURE TO NOTIFY** - The failure of the Association to send any such notice to any such mortgagee, Guarantor or Insurer shall have no effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereof.

- 18. ENFORCEMENT OF ASSESSMENT LIENS** - Liens for assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property and the Association may also bring an action to recover a money judgment. After a judgment of foreclosure has been entered the unit owner during his occupancy, if so ordered by the Court, shall be required to pay a reasonable rental. If the unit is rented or leased during the pendency of a foreclosure action, the Association shall be entitled to the appointment of a receiver to collect the rent. The Association shall have all the powers provided in F.S. 718.116 and shall be entitled to collect interest at the highest lawful rate (currently 18% per annum) on unpaid assessments and reasonable attorneys' fees, including appeals, and costs incident to the collection of such assessment or enforcement of such lien, with or without suit.

- 18.1. CREATION AND ENFORCEMENT OF CHARGES** - The Association shall

have a cause of action against unit owners to secure payment to the Association by unit owners of all charges, costs and expenses to the Association which cannot be secured as assessments, regular or special, under F.S. 718.116. The charge shall bear interest at the highest lawful rate, and shall carry with it costs and attorney's fees, including appeals, incurred in collection.

- 19. ASSOCIATION MEMBERSHIP** - The qualification of members and the manner of their admission shall be as provided in the Bylaws.
- 20. COMMON EXPENSES AND COMMON SURPLUS** - Each unit's share shall be the same as the share of ownership of the common elements.
- 21. CONDEMNATION:**
- 21.1. DEPOSIT OF AWARDS WITH ASSOCIATION** - The taking of all or any part of a Condominium property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to unit owners, the unit owners shall deposit the awards with the Association; and if any fail to do so, a special charge shall be made against a defaulting unit owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that owner.
- 21.2. DETERMINATION WHETHER TO CONTINUE CONDOMINIUM** Whether a Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.
- 21.3. DISBURSEMENT OF FUNDS** - If a Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Condominium property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If a Condominium is not terminated after condemnation, the size of the 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 charges shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.
- 21.4. ASSOCIATION AS AGENT** - The Association is hereby irrevocably appointed as each unit owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.

21.5. UNITS REDUCED BUT TENANTABLE - If the taking reduces the size of a unit and the remaining portion of the unit can be made tenantable, the awards for the taking of a portion of that unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

21.5.1. RESTORATION OF UNIT - The unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the owner of the unit.

21.5.2. DISTRIBUTION OF SURPLUS - The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.

21.6. UNIT MADE UNTENANTABLE - If the taking is of any entire unit or so reduces the size of a unit that it cannot be made tenantable, the award for the taking of the unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

21.6.1. PAYMENT OF AWARD - The fair market value of the unit immediately prior to the taking, as determined by agreement between the unit owner and the Association or by arbitration in accordance with Section 21.6.4. following, shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and the mortgagee(s).

21.6.2. ADDITION TO COMMON ELEMENTS - If possible and practical, the remaining portion of the unit shall become a part of the common elements and shall be placed in condition for use by all unit owners in the manner approved by the Board of Directors.

21.6.3. ADJUSTMENT OF SHARES IN COMMON ELEMENTS - The shares in the common elements appurtenant to the units that continue as part of a Condominium shall be adjusted to distribute the ownership of the common elements in equal shares among the reduced number of unit owners. This shall be done by restating the shares of continuing unit owners in the common elements as fractions of the reduced total.

21.6.4. 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 M.A.I. Appraiser, who shall appraise the unit and shall determine the fair market value by computing the arithmetic average of their appraisals of the unit. A judgment of specific performance upon the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisals shall be paid by the party selecting the appraiser.

- 21.7. TAKING OF COMMON ELEMENTS** - Awards for the taking of common elements shall be used to make the remaining portion of the common elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the unit owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation. If a unit is mortgaged, the remittance shall be paid jointly to the owner and the mortgagee(s) of the unit.
- 21.8. AMENDMENT OF DECLARATION** - The changes in units, in the common elements and in the ownership of the common elements that are necessitated by condemnation, shall be evidenced by an amendment of this Declaration of Condominium that need be approved only by a majority of the voting interests of the affected Condominium, without the consent of any mortgagee being required for any such amendment.
- 22. VOTING** - Each unit in each Condominium shall have one full indivisible vote in all matters.
- 23. TIME SHARE PROHIBITED** - No time share estates may be created in any Condominium.
- 25. SEVERABILITY AND NON-WAIVER** - If any provision of this Declaration or its exhibits as now constituted or as later amended or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby. The failure of the Association in any instance to enforce any covenant or provision of this Declaration or any of the condominium documents shall not constitute a waiver of its right to do so thereafter in other instances.