

Prepared by and return to:  
Jessica R. Palombi, Esq.  
Palombi Law, LLC  
780 Fifth Ave. S., Ste. 200  
Naples, FL 34102

**CERTIFICATE OF AMENDMENT**

**THE UNDERSIGNED**, being the duly and acting President of Wedge Wood at the Strand Condominium Association, Inc., a Florida corporation not for profit, hereby certifies that at a Special Meeting of the members held on July 10, 2016, where a quorum was present, after due notice, the attached Amended and Restated Declaration of Condominium for Wedge Wood II at Pelican Strand, a Condominium, a Not-For-Profit Corporation originally recorded in O.R. Book 2655, Page 2649 *et. seq.* of the Public Records of Collier County, Florida were duly approved, adopted, and ratified by the proper percentage of the outstanding votes of the Membership at a meeting called for that purpose.

Date: September 8, 2016  
Jessica R Palombi  
Wedge Wood at the Strand  
Condominium Association, Inc.

Witness  
Print Name: Jessica R Palombi

By: [Signature]  
Title: TREASURER

Witness  
Print Name: Denise Mansour

Witness  
Print Name: Jessica R Palombi

WEDGE WOOD AT THE STRAND  
CONDOMINIUM ASSOCIATION, INC.

Witness  
Print Name: Jessica R Palombi

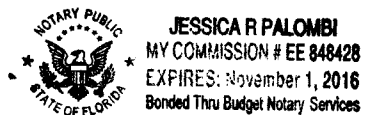
By: Kathleen R Cunningham  
Title: Director

Witness  
Print Name: Denise Mansour

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 8 day of September, 2016, by Kathleen Cunningham, an officer of Wedge Wood at the Strand Condominium Association, Inc., a Florida Not-For-Profit Corporation, on behalf of the Association and George Evans, an officer of Wedge Wood at the Strand Condominium Association, Inc., a Florida Not-For-Profit Corporation, on behalf of the Association. The before mentioned officers are personally known to me or produced \_\_\_\_\_ as identification.

Jessica R Palombi  
Notary Public  
Printed Name:  
My Commission Expires:



**NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE DECLARATION. FOR PRESENT TEXT SEE THE EXISTING DECLARATION OF CONDOMINIUM.**

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
FOR  
WEDGE WOOD II AT PELICAN STRAND, A CONDOMINIUM**

On March 27, 2000, the original Declaration of Condominium of Wedge Wood II at Pelican Strand, a Condominium (the "Condominium") was recorded in O. R. Book 2655, at Pages 2649 *et seq.*, of the Official Records of Collier County, Florida. That Declaration, as it has previously been amended, is hereby further amended in part, and is restated in its entirety as amended

**1. SUBMISSION STATEMENT.** This Amended and Restated Declaration of Condominium is made by Wedge Wood at The Strand Condominium Association, Inc. a Florida not for profit corporation (the "Association"). The land subject to this Declaration, and all improvements thereon, have already been submitted to the condominium form of ownership and use pursuant to the Florida Condominium Act. No additional property is being submitted to condominium ownership by this Declaration. The covenants and restrictions in this Declaration, as it may be amended from time to time, run with the land, and are binding upon and inure to the benefit of all present and future owners of condominium parcels. The ownership of a unit, the acquisition of any other interest in the condominium property, or the lease, occupancy, or use of any portion of a unit of the condominium property, constitute unconditional 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 this Condominium is Wedge Wood I at Pelican Strand, a Condominium, and its current street address is c/o Newell Property Management 5435 Jaeger Road, Naples, FL 34109, which may be subject to change from time to time and shall be updated with the Florida Department of State, Division of Corporations.

**3. DESCRIPTION OF CONDOMINIUM PROPERTY.** The land submitted to the condominium form of ownership by the original Declaration (the "Land") is legally described in Exhibits "A" and "B" to the original Declaration, which is hereby incorporated by reference and attached as Exhibits "A" and "B".

Wedge Wood II at Pelican Strand, a Condominium is located within a development project known as Pelican Strand. All of the property located in Pelican Strand is subject to certain restrictions and

regulations as provided in the Master Declaration of Covenants, Conditions, and Restrictions and Easements for Pelican Strand dated March 7, 1997, and recorded in O.R. Book 2292, page 1637 of the Public Records of Collier County, Florida, as the same may be amended from time to time, herein referred to as the "Master Declaration." All of the property located within Wedge Wood II at Pelican Strand is further subject to certain restriction and regulations as provided in the Neighborhood Declaration of Restrictions for the Wedge Wood at Pelican Strand Neighborhood dated September 29, 1999 and recorded at OR Book 2596, Page 1556, et. seq., Public Records of Collier County, together with all exhibits to the same and as the governing documents may be amended from time to time.

The Master Declaration provides that each individual condominium association located in Pelican Strand shall assess and collect assessments established by the Pelican Strand Master Property Owners Association, Inc., herein referred to as the "Master Association," which is a Florida not-for-profit corporation formed for the purpose of enforcing the provisions of the Master Declaration. The assessments established by the Master Association are used for the improvement, maintenance, enhancement and operation of the Master Association property and to provide services which the Master Association is authorized or required to provide, including, but not limited to, the payment of taxes and insurance on the Master Association property, construction of improvements, repair or replacement of Master Association property, and for such other purpose reasonably related to the carrying out of the authorized functions and purposes of the Master Association. The amount of the assessments is set by the Board of Directors of the Master Association, and the assessments are allocated among each individual association located in Pelican Strand.

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

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

**4.2 "Articles"** means the Amended and Restated Articles of Incorporation as attached hereto as Exhibit "C", as they may be amended from time to time.

**4.3 "Unit"** has the same meaning as the term "unit" as defined in the Condominium Act means a part of the Condominium Property subject to exclusive ownership.

**4.4 "Unit Owner" or "Owner"** means the record Owner of a Condominium Parcel.

**4.5 "Assessment"** means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Units.

**4.6 "Association"** means, Wedge Wood at the Strand Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of this Condominium. "Association" and "Neighborhood Association" shall mean the same entity, which is Wedge Wood at the Strand Condominium Association, Inc.

**4.7 "Association Property"** means all property, real or personal, owned or leased by the Association for the use and benefit of the Unit Owners.

**4.8 "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 referred to in the Condominium Act as the "Board of Administration".

**4.9 "Building"** means the structure in which the Units and portions of the Common Elements are located.

**4.10 "Bylaws"** mean the Amended and Restated Bylaws of the Association as attached hereto as Exhibit "D", as they may be amended from time to time.

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

**4.12 "Common Expenses"** means those expenses for which Unit Owners are liable to the Association, including but not limited to expenses of administration, maintenance and operation, repair and replacement of Common Elements, including such other expenses as may be declared expenses either by this Declaration, the Articles of Incorporation, the Bylaws or by the Association. Bulk interior pest control for Units and bulk appliance maintenance as provided for in Sections 11.5 and 11.6 of the Declaration, if provided by the Association is a Common Expense. Common Expenses include, but are not limited to, such items as cost of premiums for property and public liability insurance, repairs, replacements and expenses of upkeep, lawn service, utility bills that are not separately metered to individual Units, pool service, recreational facilities and activities, janitor service, accounting and legal fees, wages and fees for managerial and other services, and reasonable and adequate reserves, all as may be required in the maintenance and management of this Condominium. The expenses of communications services as defined in chapter 202, information services, or Internet services, are specifically considered a Common Expense, if so designated by the Board. Common Expenses also include reasonable insurance for Directors and Officers, road maintenance and operation expenses, and security services, which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Common Elements or Condominium Property. Common Expenses also include the expenses of any items or services required by any federal, state, or local governmental entity to be installed, or supplied to the Condominium Property by the Association, including, but not limited to, fire safety

equipment or water and sewer service where a master meter services the Condominium. The cost of water and sewer services shall be a Common Expense and shall be metered and paid for through Wedge Wood at the Strand Condominium Association, Inc.

**4.13 "Condominium Documents"** means and includes this Declaration and all recorded exhibits hereto, as amended from time to time and Rules and Regulations. The Rules and Regulations need not (but may) be recorded in the County Public Records in order to be valid.

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

**4.15 "Condominium Property"** means the land and property interests subjected to condominium Ownership under this Declaration, all improvements on the land as depicted in the Surveyor's Plat, or replacement thereof of like kind and quality, and alterations or additions made to the Common Elements or Association Property by the Association and all easements and rights appurtenant thereto intended for use in connection with the Condominium. Additions or alterations made to the Units or Common Elements by Unit Owners (or their predecessors in title) are not part of the Condominium Property. References in the Condominium Documents to Condominium Property shall include Association Property, unless indicated otherwise.

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

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

- (A) One natural person and his spouse, if any.
- (B) Two or more natural persons who permanently reside together as a single housekeeping unit, each of whom is related by blood, marriage or adoption to each of the others.
- (C) Two or more natural persons meeting the requirements of 4.17(B) above, except that there is among them one person who is not related to some or all of the others.

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

**4.18 "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.

**4.19 "Guest"** means any person who is not the Unit Owner or a Lessee or a member of the Owner's or Lessee's family, who is physically present in, or occupies the Unit on a temporary basis of less than twenty-one (21) days at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

**4.20 "Insurable Improvements"** shall mean the "Buildings" as defined in Article 4.9 of this Declaration, less upgrades or additions by Unit Owners (or their predecessors in title) and those portions of the Condominium Property required by the Act to be insured by the Association.

**4.21 "Lease"** means the grant by a Unit Owner of a temporary right of use of the Owner's Unit for valuable consideration.

**4.22 "Limited Common Elements"** means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as specified in the Declaration.

**4.23 "Master Association"** means and refers to the Pelican Strand Master Property Owners Association, Inc.

**4.24 "Master Declaration"** means and refers to the Declaration of Covenants, Conditions, Restrictions and Easements for Pelican Strand recorded in O.R. Book 2292, Page 1637, of the Public Records of Collier County, Florida, and any amendments thereto.

**4.25 "Member"** means the record Owner(s) of legal title to a Unit.

**4.26 "Neighborhood Property"** shall mean that land that is subject to the Neighborhood Declaration for the benefit of all owners within Wedge Wood and governed by Wedge Wood at the Strand Condominium Association, Inc.

**4.27 "Neighborhood Declaration"** shall mean and refer to the Declaration of Restrictions for the Wedge Wood at Pelican Strand Neighborhood recorded at OR Book 2596, Page 1556, et. seq., Public Records of Collier County, and all exhibits to the same and all amendments thereto.

**4.28 "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.

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

where the content clearly indicates otherwise, the term "Owner" shall include "Primary Occupant".

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

**4.31 "Tenant" or "Lessee"** means a person occupying a Unit, other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-Owner involves consideration, the payment of money, the exchange of goods and services, etc. The term "Tenant" shall be used interchangeably with "Lessee".

**4.32 "Utility Services"** as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

**4.33 "Voting Interest"** means and refers to the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to one vote in Association matters. There are eighty (80) Units, so the total number of voting interests is eighty votes.

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

**5.1 Survey and Plot Plans.** Attached to the original Declaration as Exhibit "B", and attached hereto as Exhibit "A", are a survey of the Land and plot plans, which graphically describe the improvements in which Units are located, and which show all the Units, including their identification numbers, locations and approximate dimensions and the Common Elements and Limited Common Elements. Together with this Declaration, Exhibit "A" is in sufficient detail to identify each Unit, the Common Elements and Limited Common Elements, and their relative locations and dimensions.

**5.2 Unit Identification.** The Condominium Property consists of the land described in Exhibit "A" and attached hereto that have been made a part of this Condominium from time to time, together with the buildings and other improvements constructed thereon, which includes the Units, Common Elements and Limited Common Elements. Exhibit "B" to this Declaration sets forth the building floors plans for the different types of Units in the Condominium. Each of the buildings in the Condominium is designated by an identifying number. In each of the types of buildings there are Units, each one of which is declared to be a Unit, and each Unit is designated by a two-digit identifying number as shown on Exhibit "B."

The aforesaid numbers of each building, together with the two-digit identifying number, shall legally identify that Unit. Each Unit, together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred or encumbered in the same manner as any other parcel of real property, subject only to the provisions of the Condominium Documents and easements, restrictions, reservations and limitations of record.

**5.3 Unit Boundaries.** Each Unit shall include that part of the Building that lies within the boundaries described herein, whether the same exist now or are created by construction, settlement or movement of the Building, or permissible repairs, reconstruction or alterations.

**(A) Upper and Lower Boundaries.** The upper and lower boundaries of a Unit shall be the following boundaries extended to their planar intersections with the parametrical 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) Parametrical Boundaries.** The parametrical boundaries of the Unit shall be the vertical planes of the unfinished exterior surfaces of the plasterboard walls bounding the Unit, extended to their planar intersections with each other and with the upper and lower boundaries.

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

**(D) Screened Lanais.** All screened lanais shall be a part of the Unit. As such, the Unit Owner shall be responsible for maintenance.

**(E) Additional Items Included with Units.** All of the following items are included with each Unit (some of which items may not necessarily have been provided to Unit Owners by the Developer), if such items are wholly or partially located within a Unit and designed and installed to serve only such Unit:

- (1)** All windows, doors, screens and all framings, casings and hardware therefore, are included in the Unit. Nothing herein shall be construed as purporting to change the boundaries of the Units from what was provided in the original Declaration.

- (2) All non-load bearing walls and partitions, doors, door frames, door hardware, and window panes;
- (3) All kitchen equipment and fixtures, including, without limitation, ovens, refrigerators, sinks, ranges, cabinets, dishwashers, exhaust fans and waste disposal units;
- (4) All bathroom, lavatory and plumbing fixtures, including, without limitation, sinks, tubs, showers, toilets, vanities, exhaust fans, and medicine cabinets.
- (5) All electrical and lighting fixtures, including, without limitation, outlets, switches, lamps, bulbs, outlet boxes, switch boxes, telephone outlets, circuit breakers, and circuit breaker panels;
- (6) All clothes washers, clothes dryers, water heaters, heating equipment, and air conditioning equipment, which serve each Unit;
- (7) All floor and wall covering, including, without limitation, carpeting, tiling, wallpaper and paint; and
- (8) All piping, ducts, wiring, cables and conduits of any kind or type serving only the particular Unit.

(F) **Exceptions.** As to matters not specifically covered in this Section 5, or in the case of conflict or ambiguity, the survey and plot plans set forth on the Exhibit attached hereto shall control in determining the boundaries of a Unit.

**6. CONDOMINIUM PARCELS: APPURTENANCES AND USE:**

**6.1 Shares of Ownership.** The Condominium contains seventy-two (72) Units. The Owner of each Unit shall also own a percentage undivided share in the Common Elements and the Common Surplus.

**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 Land and other 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 Bylaws of the Association, attached hereto as Exhibits "C" and "D", respectively.

(C) The exclusive right to use the Limited Common Elements reserved for the Unit, and the right to use the Common Elements.

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

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

**6.3 Use and Possession.** The Owner of each Unit is entitled to exclusive use and possession of the Unit, and is entitled to use the Common Elements in accordance with the purposes for which they are intended; but no use of the Unit or of the Common Elements may unreasonably interfere with the rights of other Unit Owners or other persons having rights to use the Condominium Property. No Unit may be subdivided, and no fractional portion may be sold, leased or otherwise transferred. The use of the Units, Common Elements and Limited Common Elements shall be governed by the Condominium Documents and by the Rules and Regulations adopted by the Board of Directors, as provided in the Bylaws.

**6.4 Recreational Facilities.** There are no recreational facilities contained in Wedge Wood II at Pelican Strand, a Condominium. Recreational facilities for use by the Condominium are located in the Neighborhood Association property.

**7. COMMON ELEMENTS; EASEMENTS:**

**7.1 Definition.** The Common Elements include without limitation the following:

(A) The Land.

(B) All portions of the Buildings and other improvements outside the Units, including all Limited Common Elements.

(C) Easements through each Unit for conduits, ducts, plumbing, wiring, and other facilities for furnishing Utility Services to other Units or the Common Elements.

- (D) An easement of support in every portion of the Condominium which contributes to the support of a Building.
- (E) The Fixtures and installations required for access and utility services to more than one Unit or to the Common Elements.

**7.2 Easements.** Each of the following easements and easement rights is reserved through the Condominium Property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium. None of 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, through the Board of Directors, 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 access easements or relocate any existing access 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.

The Association, on its behalf and on behalf of all Unit Owners, for all lands now in or hereinafter added to the Condominium, grants to Wedge Wood at the Strand Condominium Association, Inc. and the Clubside at Pelican Strand Neighborhood Association, Inc., an easement for water and sewer lines across the Association property, as such may exist from time to time, for the purpose of providing water and sewer service to the Wedge Wood at the Strand Condominium Association, Inc., the Clubside at Pelican Strand Neighborhood Association, Inc., as condominium associations contained within those neighborhoods, and to the owners of all condominium and non-condominium units contained within those neighborhoods. These easement shall include the right of access for the purpose of installation, maintenance and repair of such water and sewer lines.

- (B) **Encroachments.** If any Unit encroaches upon any of the Common

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

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

(D) **Structural Supports.** Each Unit shall have an easement for structural support over every other Unit and portion of the Common Elements supporting such Unit, and each portion of the Common Elements shall have an easement for support over all Units and all portions of the Common Elements supporting such portion of the Common Elements.

(E) A non-exclusive easement in favor of Wedge Wood at the Strand Condominium Association, Inc., for an irrigation pump which the Association may located on the Property, as well as an easement to the Association for entry features, hardscape, and walls which may encroach on the Condominium Property.

**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 encumbered separately from the Unit and shall pass with the title to the Unit, whether or not separately described. As long as the Condominium exists, the Common Elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred except as an appurtenance to the Units.

## 8. LIMITED COMMON ELEMENTS:

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

**(A) Garages.** There have been designated on the Survey and Architectural Exhibits certain garages as Limited Common Elements. These garages were initially assigned to the exclusive use of specific Units by the Developer. Each Unit shall always have the exclusive use of one (1) garage space. Unit Owners shall be responsible for maintaining the interior of their garages under the provisions as contained in Section 11.4 below.

**(B) Driveways.** Each driveway, if any, which serves a garage which is a Limited Common Element of a Unit is also a Limited Common Element of that Unit. The maintenance, repair or replacement of said driveway shall be the responsibility of the Association. However, any maintenance or repair of a driveway which is caused by the negligence of the Owner of a Unit which it serves, his lessee, guests, or invitees, shall be a charge to the Unit Owner.

**(C) 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 the Unit.

**(D) Pipes, Plumbing, and Conduits.** Any pipe, plumbing, or conduit, which serves only one unit to the exclusion of all other units and the common elements, shall be Limited Common Elements and shall be maintained, repaired, and replaced solely at the expense of the owner of the Unit, regardless of whether the pipe, plumbing or conduit is located within or outside of the Unit Boundaries.

**(E) Others.** Any part of the Common Elements that is connected to or exclusively serves a single Unit, and is specifically required in Article 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, window glass, screens, or other transparent or translucent material and doors, including all hardware casings and framings therefor

**8.2 Exclusive Use; Transfer of Use Rights.** The exclusive use of a Limited Common Element is an appurtenance to the Unit or Units to which it is designated or assigned. The right of exclusive use of each Limited Common Element passes with the Unit to which it is assigned, whether or not separately described, and cannot be separated from it.

9. **ASSOCIATION:** The operation of the Condominium is by Wedge Wood at the Strand Condominium Association, Inc., a Florida corporation not for profit, which shall perform its function pursuant to the following:

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

**9.2 Bylaws.** The Bylaws of the Association shall be the Amended and Restated Bylaws attached as Exhibit "D", as they may be amended from time to time.

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

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

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

**9.6 Powers and Duties.** The powers and duties of the Association include those set forth in the Condominium Act and the Condominium Documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium Property and Association Property. The Association may impose fees for the use of Common Elements or Association Property. The Association has the power to enter into agreements to acquire leaseholds, memberships and other Ownership, possessory or use interests in lands or facilities, whether or not the lands or facilities are contiguous to the lands of the Condominium, for the use and enjoyment of the Unit Owners.

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

**9.8 Purchase of Units.** The Association has the power to purchase one or more Units in the Condominium, and to own, lease, mortgage, or convey them, such power to be exercised by the Board of Directors.

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

**9.10 Disposition of Property.** Any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold, leased or otherwise encumbered or disposed of by the affirmative vote of a majority of the entire Board of Directors, without need for authorization by the Unit Owners.

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

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

**10. ASSESSMENTS AND LIENS:** The Association has the power to levy and collect Assessments against each Unit and Unit Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association. 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 and Charges shall be levied and payment enforced as follows:

**10.1 Share of Common Expenses.** Each Unit Owner shall be liable for its proportional share of the common expenses as provided herein, and shall share in the common surplus in the same proportion. Said share is equal to the Unit Owner's share in the Common Elements. Such right shall not vest or create in any Unit Owner the right to withdraw or receive distribution of his share of the common surplus, except as otherwise provided herein. Notwithstanding anything contrary herein, a corporate merger occurred in which Wedge Wood I at Pelican Strand Condominium Association, Inc. and Wedge Wood II at Pelican Strand Condominium Association, Inc. merged into Wedge Wood at Pelican Strand Neighborhood Association, Inc., which is no known as Wedge Wood at the Strand Condominium Association, Inc. As a result of the corporate merger, Unit Owners

in this Condominium shall pay assessments in the manner provided in Chapter 718, Florida Statutes, for a "multi-condominium" association. The share of liability for the common expenses of the Association, as opposed to the common expenses exclusively attributable only to the Condominium, and of ownership of the common surplus of the Association, as opposed to the common surplus exclusively attributable to this Condominium allocated to each Unit in each Condominium operated by the Association shall be a fraction of the whole, the numerator of which is the number "one" and the denominator of which is the total number of Units in all Condominiums operated by the Association (152), to wit: 1/152th. Common Expenses related to Common Elements reserved for the exclusive use of this Condominium or maintenance, repairs, or replacements to buildings in this Condominium only shall be assessed against the owners in this Condominium only. Common Expenses related to insurance for this Condominium only shall be assessed against the owners in this Condominium only. Reserves related to the Common Elements of this Condominium only shall be assessed against the owners in this Condominium only. Common Expenses related to Common Elements open to use by owners of units in both Wedge Wood I at Pelican Strand, a Condominium and Wedge Wood II at Pelican Strand, a Condominium, shall be assessed against all members of Wedge Wood at the Strand Condominium Association, Inc.

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

**10.3 Liability for Assessments.** The Owner of each Unit, regardless of how title was acquired, including a purchaser at a judicial sale, shall be liable for all Assessments and Charges coming due while he/she is the Unit Owner. Multiple Owners are jointly and severally liable. Except as provided in Article 10.10 of this Declaration, any person or entity which acquires title to a Unit shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and Charges against the predecessor for his/her share of the Charges and Assessments, including interest, late fees, attorney's fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. The liability for Assessments or Charges may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments or Charges are made.

**10.4 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 incur a late fee and bear interest in an amount as determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law, calculated from the date due until paid. 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, court costs and attorney's fees, and finally to delinquent Assessments. No payment by check is deemed received until the check has cleared. Additional charges may apply for any check that is returned for non-sufficient funds.

**10.5 Acceleration.** If any Assessment becomes more than thirty (30) days past due, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's 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. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorneys' 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 Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by Section 718.116 of the Condominium Act, or may be sent separately.

**10.6 Liens.** The Association has a lien on each Condominium Parcel 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. If prohibited by the Act, no lien may be filed by the Association against a Condominium Unit until thirty (30) days after the date on which a notice of intent to file a lien has been delivered to the Owner pursuant to Section 718.121(4) of the Act. The lien is perfected and upon recording a Claim of Lien in the Public Records of Collier County, Florida, stating the description of the condominium parcel, the name of the record Owner, the Assessments past due and the due dates. Also, upon recording, the Association's claim of lien shall relate back to the date of the filing of the original Declaration of Condominium. The lien is in effect until barred by law. The Claim of Lien secures all unpaid Assessments coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

**10.7 Notice of Intention to Foreclose Lien.** So long as required by law, no foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments or Charges. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments or Charges, including those which have been accelerated (if applicable) and those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or

a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this provision are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

**10.8 Foreclosure.** The Association may bring an action in its name to foreclose a lien for unpaid assessments in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for the unpaid assessments without waiting any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments.

**10.9 Attachment of Rental Income When Unit is Delinquent.** Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws, or applicable law, the Association shall have the following options when payment of Assessments or Charges are in default (more than ten days in arrears). The Association may, without order of the Court, direct rental income (by written notice to the Tenant with copy to Unit Owner) from Units in default to be paid directly to the Association until all outstanding Assessments, Charges, other monetary obligations, interest, late fees, costs, collection expenses, attorney's fees and receiver's fees, if applicable, are paid in full. As an alternative, the Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct. The Association may choose any of these courses of action, or other remedies as may be prescribed by law or elsewhere in the Condominium Documents, as the Board deems appropriate, without same constituting a waiver or election of remedies.

**10.10 First Mortgagee.** The priority of the Association's lien and the obligation for payment of past due Assessments or other sums due in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Act. In the absence of any provisions to the contrary in the Act, the Association's lien shall be superior to all other liens and encumbrances.

**10.11 Lien for Charges.** There is created by this Declaration a common law and contractual lien to secure payment for any service which the Association provides for an individual Unit Owner or expenses which the Association incurs in regard to a Unit Owner and which is not otherwise secured by the statutory lien for Common Expenses. By way of example, but not limitation, a Lien for Charges exists to secure repayment to the Association when it must remove or reinstall Unit Owner alterations or items of Unit Owner insurance, maintenance, repair or replacement responsibility in connection with the Association's discharge of its Common Element maintenance responsibilities, or address emergency situations, such as water extraction from a Unit. The Lien for Charges shall be of equal priority to, shall accrue interest and late fees, and shall be foreclosed in the same

manner as the Common Expense lien, including the right to recover attorney's fees, costs and expenses of collection.

**10.12 Certificate As To Assessments and Charges.** Within fifteen (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 with respect to the condominium parcel have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby.

**10.13 Other Remedies.** The Board of Directors shall have the authority to impose such other remedies or sanctions permitted by the Act pertaining to non-payment of monetary obligations to the Association. Without limitation, same include suspension of use rights in Common Elements and Association Property; suspension of voting rights; suspension of the right to serve on the Board; the attachment of rental income; denial of lease approval requests; and acceleration.

**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 is responsible for the protection, maintenance, repair and replacement of all Common Elements (other than the Limited Common Elements that are required elsewhere herein to be maintained by the Unit Owner) and Association Property. The cost is a Common Expense, except as may otherwise be specifically noted with respect to Limited Common Elements. The Association's responsibilities include, without limitation:

- (A) Such portions of the Unit as contribute to the support of the buildings, including, but not limited to, the perimeter walls, columns, roofs, and floors, wiring, piping, duct work and other mechanical and electrical or other installations or equipment serving the Common Elements or more than one Unit. However, if any such maintenance, repair, or replacement shall be made necessary because of the negligence, act or omission of a Unit Owner, his family, lessees, invitees or guests, then the work shall be done by the Association at the expense of the Unit Owner.
- (B) Electrical wiring up to the circuit breaker panel in each Unit.
- (C) All installations, fixtures and equipment 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 surface of the entrance doors to the Units.

**(E) All exterior Building walls.**

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 serving only that Unit, nor hurricane shutters or any alteration or addition to the Condominium Property made by a unit Owner or his predecessors in title.

**11.2 Incidental Damage.** If, in connection with the discharge of its maintenance, repair or replacement responsibilities, the Association must remove, disassemble, or destroy portions of the Condominium Property which the Unit Owner is required to maintain, repair, or replace, the Association shall be responsible for reinstallation or replacement of that item, including cabinetry, drywall and moldings, to its unfinished state, and excluding floor coverings, wall coverings, ceiling coverings, paint, wallpaper, paneling, and other finishes, provided that the Association's obligations are limited to the replacement of items that were part of the Condominium Property as originally installed by the Developer, or replacements thereof of like kind and quality, and except in cases of casualty repair, which shall be governed by Section 16 of this Declaration. Repair or replacement of all upgrades or additions, even if made by a predecessor in title, shall be the responsibility of the Unit Owner, specifically including but not limited to hurricane shutters which the Association must remove in connection with the maintenance of the Building, although the Association may have shutter reinstallation work performed by its contractor, and the Unit Owner will be responsible for reimbursement to the Association as a Charge.

**11.3 Unit Owner Maintenance.** Each Unit Owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own Unit and certain Limited Common Elements. The Owner's responsibilities include, without limitation the following items serving his own Unit:

- (A) Maintenance, repair and replacement of windows and window screens and glass.**
- (B) The screened lanai.** However, no screened lanai, terrace or entry porch may be carpeted or covered or enclosed in any way without the approval of the Association.
- (C) Where a Limited Common Elements consists of a garage, the Unit Owner who has the right to the exclusive use of said garage shall be responsible for the maintenance, care, and reservation of the paint and interior surfaces, including walls, floor and ceiling, windows, garage doors and wiring, electrical outlets and fixture contained within said interior, if any, and the replacement of light bulbs, if any.**
- (D) The entrance door to the Unit and its interior surface.**

- (E) All other doors within or affording access to the Unit.
- (F) The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the Unit or serving only the Unit.
- (G) The circuit breaker panel and all electrical wiring going into the Unit from the panel.
- (H) Appliances, water heaters, smoke alarms and vent fans.
- (I) All air conditioning, and heating equipment (including compressors, air handlers, ductwork, freon lines and discharge lines), thermostats, ducts and installations serving the unit exclusively, no matter where located, dryer vents to the point of termination (even if exterior to the Unit), and air conditioner discharge lines to the point of termination or connection to another discharge (even if exterior to the Unit).
- (J) Carpeting and other floor coverings.
- (K) Door and window hardware and locks.
- (L) Shower pans.
- (M) The main water supply shut-off valve for the Unit.
- (N) Other facilities or fixtures which are located or contained entirely within the Unit and serve only the Unit.
- (O) All interior, partition walls which do not form part of the boundary of the Unit.
- (P) The Unit Owner shall maintain, repair and replace all drywall within the Unit, the finishes thereof (including trim), and the structural framing related thereto, including studs and insulation, except that the Association shall maintain, repair and replace drywall on the interior side of the exterior boundary walls, and the drywall on the ceiling of the Units, if any.
- (Q) The Unit Owner shall maintain, repair and replace hurricane shutters and the structural components thereof, subject to the provisions of Section 11.16.

All said areas, if located outside of the boundaries of the Unit, are declared Limited Common Elements. Responsibility for maintenance, repair and replacement of Condominium

Property may not coincide with obligation for insurance of Condominium Property, nor its repair after casualty, which are governed by Section 15 and Section 16 hereof, respectively.

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

**(A) Balconies and Porches.** The Unit Owner who owns or has the right to the exclusive use of a balcony shall be responsible for the maintenance, care and preservation of: balcony floor coverings (the Board may prohibit certain types of floor coverings or require the removal of existing coverings when necessary for the structural preservation of the Building; however, carpets shall not be permitted on any lanai, balcony or porch); storm shutters and other enclosures; fixed and/or sliding glass doors and affiliated framing and hardware thereof; the wiring, electrical outlet(s) and fixture(s) on or servicing the balcony; ceiling fans; and the replacement of light bulbs. The Association shall be responsible for structural maintenance, repair and replacement of balcony floors, ceilings, screen enclosures, screen frames and railings, and also the Building walls enclosed by the balconies. Unit Owners may not puncture (by nails, hooks, screws or otherwise) balcony floors, walls, or ceilings, without obtaining the prior written approval of the Board of Directors.

**(B) Interior Decorating.** Each Unit Owner is responsible for all decorating within his own Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating. All window coverings must also comply with subsection (D) below.

**(C) Flooring.** All Units shall submit to the Board of Directors for its review and decision all requests for any installation of flooring that has a hard surface (tile, marble, wood, laminate, etc.). Flooring removal and installation shall be deemed "Heavy Construction" and any installation or removal must comply with Section 11.9. The Board of Directors may adopt a standard application and other policies for reviewing requests to install hard floor surfaces. Hard floor surfaces may only be installed upon prior written approval of the Board of Directors, which shall condition its approval on the Unit Owner's proof of the installation of appropriate sound-deadening material. Specifications for sound proofing of hard flooring (wherever located) must be approved in writing by the Board or its representative prior to installation, and then the installed sound proofing must be inspected and approved prior to installation of the hard flooring. The owner must also submit to the Association a written confirmation from the installer and

signed by the install and the owner, after the installation is complete, confirming that the installation was in compliance with the provisions herein. The Board has the authority to adopt specifications for minimum sound proofing material that will be approved. Failure to obtain any prior written approval, failure to provide any written confirmation, or failure to schedule an inspection of the installed sound proofing required herein may result in the Association requiring removal, at the Unit Owner's expense, of the hard floor surface and replacement of such flooring with a flooring containing appropriate sound deadening qualities.

**(D) Window Coverings.** The covering and appearance 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 of the Association.

**11.5 Appliance Maintenance Contracts.** If there shall become available to the Association a program of contract maintenance for kitchen appliances or water heaters within Units and/or air-conditioning compressors and/or air handlers serving individual Units, which the Association determines is to the benefit of the Owners to consider, then upon agreement by a majority of the Voting Interests present, in person or by proxy and voting, at a meeting called for the purpose, or upon agreement by a majority of the total Voting Interest in writing, the Association may enter into such contractual undertakings. 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.

**11.6 Pest Control.** The Association may supply pest control services for the inside of each Unit, with the cost thereof being part of the Common Expenses. An Owner has the option to decline to have such service unless the Association determines that such service is necessary for the protection of the balance of the Condominium, in which event the Owner thereof must either permit the Association's pest control company to enter his Unit or must employ a licensed pest control company to enter his Unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control services provided by the Association is part of the Common Expenses, the election of an Owner not to use such service shall not reduce the Owner's Assessments.

**11.7 Alteration of Units or Common Elements by Unit Owners.** In connection with his maintenance, repair and replacement obligations, the Unit Owner shall have the responsibility to obtain the prior written approval of the Association, through the Board of Directors, before performing any maintenance, repair or replacement which requires: changes or alterations to the physical appearance of the Condominium Property visible from any exterior vantage; excavation; access to the Building roof; removal, modification or

relocation of any interior partitions or walls, whether load-bearing or not; relocation of cabinets or appliances; relocation of utility, plumbing, or electrical installations or fixtures or ductwork; the use of heavy or noisy equipment; such other actions as may cause concern for the peace and safety of the Condominium and its residents or the aesthetics of the Condominium Property, as determined by the Board. The Association may condition such approval on criteria as the Board deems reasonable, including but not limited to:

- (A) Preservation of uniformity of appearance;
- (B) Use of contractor(s) that are properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance. Unit Owners are responsible for the actions of their contractors and warrant to the Association, whether or not specifically made a condition of Association approval (or in cases where no Association approval is required) that all persons coming into the Condominium Property to perform work on or services for the Unit hold all proper licenses, have obtained all proper permits, and carry such insurance as may be required by law or the Board;
- (C) Right (but not duty) of oversight by the Association or its agent;
- (D) The Unit Owner submitting plans as to the scope of the contemplated repair;
- (E) Restrictions as to hours of work, which shall be permit work to be done only during the hours of 8:00am to 5:00pm;
- (F) Imposition of time limits in which jobs must be completed and prohibitions against major renovations during certain times of year.
- (G) Restrictions regarding equipment that may be parked or stored on or near the Condominium Property during construction.
- (H) Restrictions regarding the transport and storage of materials and supplies necessary for the construction to be performed.

**11.8 Heavy Construction.** Unit Owners may not engage in "extensive" remodeling work or "heavy" construction activity, except with prior approval of the Board of Directors, and then, only during the months of April through December, inclusive, or as maybe further established by the Board from time to time. "Extensive" remodeling and "heavy" construction shall be as defined by the Board of Directors from time to time, but,

whether so defined or not, shall include, but not be limited to, activities involving any or all of the following:

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

The Board may waive the prohibition against such work being done between January through March in the case of an emergency, in *de minimus* cases, or in hardship situations, as determined by the Board, and may permit the temporary staging of scaffolding and other work required for installation or maintenance and repair of hurricane shutters or other hurricane protection.

Nothing shall preclude the Association from acting as the Owner's agent and obtaining the services of contractors to perform Unit Owner maintenance responsibilities in the event of an emergency, or in non-emergency situations, provided that in non-emergency situations, the Association and the Owner so agree, or absent such agreement when such work is deemed necessary, as determined by the Board to facilitate projects involving the Association's maintenance of the Condominium Property. In all such cases the Unit Owner shall be deemed to consent to reimbursement of expenses incurred, secured by such rights as exist for collecting Common Expenses under these Condominium Documents through a Lien for Charges. Unit Owners shall at all times be responsible to ensure, whether or not Association approval is required for work being done within the Unit, that all contractors and other persons performing services for the Unit Owner are properly licensed and insured, including

required Worker's Compensation insurance, and that the Condominium Property is kept free from liens. The Unit Owner shall hold the Association harmless from any claim of any nature arising out of failure to comply with these requirements.

**11.9 Modifications or Alterations by Unit Owners** No Owner may make or permit the making of any modifications or alterations to any portion of his Unit visible from the exterior, or in any manner change the appearance of any portion of the Common Elements, or undertake any structural work or undertake any structural modification or alteration, without first obtaining the written consent of the Board of Directors, which consent shall be denied if the Board determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or whole. "Structural" modifications or alterations include, but are not limited to: relocation of existing electrical, plumbing, ductwork, air conditioning or heating installations; relocation of existing fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges; the removal or modification of any partition, door, window or screen; raising ceilings; or relocating kitchen or bathroom cabinetry. For purposes of this provision, the term "structural" work shall also include the addition, removal, or relocation of any duct work, plumbing line or fixture, any electrical line or fixture, or the removal, modification or creation of any interior partition. Replacement of cabinetry, appliances and fixtures, with substantially equivalent installations, in the same location, shall not be deemed "structural" and shall not require approval of the Association, unless a building or other permit is required. Further, "structural" modifications or alterations shall include any and all work that requires a building permit, an electrical permit, a plumbing permit, a mechanical permit, or similar permit from the appropriate governmental agency, whether or not mentioned above.

The Board may, in appropriate circumstances, require sealed plans from an Architect or Professional Engineer licensed to practice in Florida as a condition of reviewing any requested structural modification, alteration or addition to the Condominium Property. The Board, in reaching its decision, may take into account uniformity of appearance, compatibility with architecture in Wedge Wood, the quality of the proposed alteration, objections of neighboring residents, and such other criteria as the Board may reasonably adopt in reaching its decision. If the Board determines to permit any modification or alteration which is visible from the exterior of the premises, from any vantage, said modification or alteration must also be approved by the Unit Owners in the manner provided in Section 11.11 of this Declaration, regardless of the cost or expense of such modification or alteration. If any Unit Owner requests approval of any structural modification or alteration, the Association may permit such modification or alteration if same would not materially affect or interfere with the utility services constituting Common Elements, if any, located therein, the structural integrity of the Building or create a nuisance or disturbance to neighboring Units.

**11.10 Additional Unit Owner Responsibility for Modifications or Alterations.**

If a Unit Owner (or his predecessors in title) makes, or has made any modifications or alterations to the interior or exterior of the Unit, Common Elements, or Limited Common Elements, the Unit Owner (and his heirs, successors in title and assigns) shall be financially responsible for the insurance, maintenance, care, preservation, reconstruction, repair or replacement of the modification or alteration and shall execute such documents as the Association may promulgate, if any, accepting said financial responsibility. Any modification or alteration to the Condominium Property made by a Unit Owner may be required to be removed in connection with the Association's maintenance of the Condominium Property. In such cases, the Unit Owner who installed the modification or alteration (and/or their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or re-installation of the item, with said obligation being secured by a right of Lien for Charges of equal dignity to the Common Expense lien created by this Declaration, or alternatively, said Owner may be required to remove and reinstall said modification or alteration, if so determined by the Board of Directors. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent, although the Association may provide for stricter liability standards in contracts with contractors.

**11.11 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 the real property owned by the Association in any calendar year costing more than five percent (5%) of the Association's annual budget, including reserves, for that year, without prior approval of at least a majority of the Voting Interests present in person or by proxy at a duly called meeting at which a quorum is present. 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. Cellular antennae and similar apparatus to provide communication or internet services as provided in Section 4.12, may be placed on the Condominium Property as determined by the Board in agreements with third parties, as may be necessary or appropriate to provide communications, information or internet services.

**11.12 Enforcement of Maintenance.** If after providing the Owner fourteen (14) day written notice of his failure to maintain the Unit or its appurtenant Limited Common Elements as required above, the Association shall have the right to institute legal proceedings to enforce compliance, or 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 Tenant or Unit Owner, to repair, replace, maintain, or remove any item(s)

which is in violation of the Condominium Documents or in the reasonable judgment of the Board of Directors may constitute a health or safety hazard to other property or residents. 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 expenses or collection, if any and which shall be secured by a Lien for Charges.

**11.13 Negligence; Damage Caused by Condition in Unit.** The Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Elements, other Units, or personal property made necessary by his act or negligence, or by that of any member of his family or his Guests, employees, agents, or Tenants. Each Unit Owner has a duty to maintain his Unit, any Limited Common Element appurtenant to the Unit, and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Elements or the property of other Owners and residents. If any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Units, the Common Elements, Association Property or property within other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the Units involved is not occupied at the time the damage is discovered, the Association may enter the Unit without prior notice to the Owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the Owner.

**11.14 Association's Access to Units.** The Association has an irrevocable right of access to the Units for the purposes of protecting, maintaining, repairing and replacing the Common Elements or portions of a Unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more Units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment such as smoke alarms as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. 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 shall retain a pass-key to all Units. No Unit Owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied.

**11.15 Hurricane Shutters.** The Board of Directors shall adopt hurricane shutter specifications for the Condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. The Board may, subject to the provisions of Section 718.3026 of the Act, and the approval of Voting Interests as may be required by the Act, install hurricane shutters or other forms of hurricane protection that complies with or exceeds the applicable building code, or both, except that a vote of the Owners is not required if the

maintenance, repair, and replacement of hurricane shutters or other forms of hurricane protection are the responsibility of the Association pursuant to this Declaration.

**12. USE RESTRICTIONS:** The use of the Condominium Property shall be in accordance with the following provisions:

**12.1 Units.** Each Unit shall be used only as a Single Family residence. No impact business or commercial activity shall be conducted in or from any Unit. The use of a Unit as a public lodging establishment shall be deemed a business or commercial use. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his Unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his Unit. Such uses are expressly declared customarily incident to residential use. No more than six (6) persons may permanently occupy a Unit. For purposes of these Condominium Documents, "permanently occupy" means to sleep in the Unit for more than twenty-one (21) 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 twenty-one (21) 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 Section 12 hereof, and may charge a reasonable fee for review of occupancy requests. Visitation by Guests is governed by this Section 12 of this Declaration of Condominium. Any person who occupies a Unit for more than twenty-one (21) days in a calendar year shall not be considered a Guest.

**12.2 Occupancy in Absence of Owner.** If the Owner and his Family who permanently reside with him are absent, and the Unit has not been leased, the Owner may permit his Unit to be occupied by his short term Guests only in accordance with the following:

(A) Guests are permitted for occupancy in the Unit Owner's absence. Under no circumstances may more two (2) persons per bedroom, plus two additional persons (including the Unit Owners, Tenants, their Families, Guests or any other Occupants) sleep overnight in a Unit. Such Guests may stay no longer than three (3) consecutive weeks and the total number of occasions for Guest occupancy in any Unit shall be limited to three (3) in each calendar year.

(B) All overnight house Guests must register with a person appointed by the Board upon arrival. The Association may, if permitted by law, charge a registration fee for all overnight guests.

(C) Any guest that occupies a Unit for more than three (3) consecutive weeks, regardless of whether consideration is paid or not, shall be deemed a tenant and subject to the lease restrictions herein.

**Exceptions.** Upon prior written application by the Unit Owner, the Board of Directors may make such limited exceptions to the foregoing restrictions as may be deemed appropriate in the discretion of the Board, for the sole purpose of avoiding undue hardship or inequity. The making of one exception shall not be construed as a precedent for later exceptions.

**12.3 Overnight Guests When Unit Owner is in Residence.** Unit Owners (and their respective Families) may have related or unrelated overnight Guests, so long as the Unit Owner is in simultaneous residence. Overnight Guests must register with a person appointed by the Board of Directors. The Association may restrict or prohibit Guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Under no circumstances may more than two (2) persons per bedroom, plus two additional persons (including the Unit Owners, Tenants, their Families, Guests or any other Occupants) sleep overnight in a Unit.

**12.4 Pets.** An owner desiring to keep a pet on the premises must obtain the prior approval of the Board of Directors. The Board of Directors may, in its sole and absolute discretion, withdraw its consent and require removal of any pet that becomes a nuisance or threat or if the owner fails to abide by any covenants herein or rules and regulations as they relate to Pets. Pets shall be limited to no more than two (2) pets per unit not to exceed 25 lbs. maximum per pet, with the exception of fish, and shall be further limited to domestic household pets such as dogs, cats, small birds, and fish. No horses, cows, goats, chickens, pigeons, or other such animals, fowl, or reptiles shall be kept on any part of the Property. The following restrictions shall apply to the keeping of pets:

(A) All dogs and cats shall be contained in the Owner's Unit, and when not within the Unit must be leashed at all times and not permitted to run free.

(B) No pets shall be permitted in the Neighborhood Property recreational facilities.

(C) All pet owners are responsible for cleaning up and removing any waste made by their pets on the Condominium Property. The Association may, at its sole discretion, maintain a database of all pets kept in the community and may require DNA sampling or testing or utilize other technology as it becomes available in order to identify pets that are not picked up after.

(D) No animal pens or houses are permitted anywhere on the Condominium Property. No pets shall be tethered outside in the Common Elements or Limited Common Elements.

(E) No pet shall be placed unattended on any lanai.

(F) No pet shall be permitted to bark excessively or otherwise become a nuisance to other residents of Wedge Wood.

(G) No breeding or other commercial activities involving pets is permitted.

(H) Each Owner shall be responsible for the activities of its pet. Each Owner agrees to indemnify the Homeowners' Association and hold the Homeowners' Association harmless against any loss or liability of any kind or character whatsoever arising from or growing out of the Owner having any animal in Wedge Wood.

(I) When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of giving of the notice.

(J) Certain specific breeds of dogs with reputations for being dangerous and/or life threatening shall not be kept or harbored in the community. Specifically, Pit Bulls and/or Rottweilers are considered a vicious breed of dog and to have life threatening reputations and neither will be permitted in the community. Other breeds may be prohibited in the sole and absolute discretion of the Board if the Board determines said breed is dangerous or aggressive.

(K) Any Owner who has in his actual possession, harbors or keeps a vicious breed of dog and which is considered to have life threatening reputations in the reasonable estimation of the Board of Directors, prior to the effective date of this Amendment and, who otherwise adheres to the remainder of this restriction, shall be permitted to be grand-fathered in and continue to be kept or harbored in the community until the dog's death or other departure from the community.

(L) The Board may, however, require the removal of any pet, regardless of its type or breed, which it deems to be an actual or potential harm to any resident, tenant, guest or licensee. Upon the determination by a majority of the Board that a pet poses an actual or potential harm to others, the Owner of the pet shall cause the pet to be removed from Wedge Wood as directed by the Board.

(M) The Board may also require the removal of any pet which it deems to be a nuisance. Upon the determination by a majority of the Board that a pet has become a nuisance to any members, the Owner of the pet shall cause the pet to be removed by Wedge Wood as directed by the Board.

**12.5 Nuisances.** No Owner shall use his Unit, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to

the occupant of another Unit, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each Unit shall be consistent with existing laws and the Condominium Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

**12.6 Signs.** No person may post or display "For Sale", "For Rent", "Open House" or any other signs anywhere within the Condominium or on the Condominium Property.

**12.7 Floor Coverings.** Any change in the type of floor covering installed in any portion of a Unit, including the lanai, must be approved in writing by the Board of Directors. Proper sound deadening underlayment must be installed under all hard surface flooring including, but not limited to, Hardwood, Tile, etc. installed above the first floor units.

**12.8 Enclosures.** No Unit Owner may enclose his or her lanai or terrace area without Board approval.

**12.9 Window Coverings.** All window coverings shall be lined with white or off-white lining on the side exposed to the public, unless otherwise approved by the Board of Directors.

**12.10 Storage.** Personal property of Unit Owners, including bicycles, golf carts, and similar items, shall be kept in the Units or garages for the Unit except when in use.

**12.11 Outdoor Cooking.** No outdoor cooking or grilling is permitted on the lanais or terrace area. All other outdoor cooking or grilling may only be done in designated areas determined by the Association.

**12.12 Garage Doors.** All garage doors shall remain closed at all times, unless vehicles or people are entering or exiting the garage.

**12.13 Parking.** Motor vehicles may be parked only in the areas provided for that purpose. The Board of Directors may promulgate rules, procedures and regulations concerning parking motor vehicles on Condominium Property, including prohibiting and/or restricting trucks, pick-up trucks, trailers, campers, recreational vehicles and motor homes, from parking on the Condominium Property. Any vehicle that is parked in violation of any covenants herein or any rules or regulations that may be adopted by the Board of Directors may be towed or have disabling boot placed on it at the direction of the Association and without prior warning with all expenses to be paid by the owner of the offending vehicle. The following shall also apply to Parking:

- A. Vehicles shall not be parked on the roadways, grass or any landscaped area.
- B. Vehicles shall not be double parked or otherwise parked illegally.
- C. Vehicles shall not block any entrances, intersections, or driveways.
- D. Any abandoned or disabled vehicle or any vehicle with expired tags shall be stored within a garage and shielded from public view.
- E. Owners, tenants and lessees are prohibited from parking in spaces reserved for visitors and guests

**12.14 Trash Collection.** All trash placed outside for collection must be placed in a receptacle designed for such purpose. No trash receptacle may be placed outside for pick up prior to 5pm the day before pickup and all receptacles must be removed from the common elements and stored by 6pm the day of pickup.

**12.15 Demolition, Construction, and Remodeling.** The following shall apply to any proposed improvements to be made to a Unit:

- (A) Any Unit Owner desiring to have any improvements made to his Unit must comply with Section 11.9 of this Declaration and must also pre-register all proposed Unit improvements with the Association by giving the name, address, telephone number and email address of the Unit Owner's representative who will be overseeing all work being done in a Unit, whether it be the interior decorator, the contractors, or the Unit Owner, etc.
- (B) Prior to commencing any work, the Unit Owner's representative must submit to the property manager a list of names, addresses and telephone numbers of all contractors and subcontractors who will be working in the Unit together with a schedule of their work, which must comply with Section 11.9 hereof.
- (C) The contractor and all subcontractors must be licensed in Collier County and submit proof of same for the community association manager's file.
- (D) Prior to authorization for access, the contractors and all subcontractors must produce a certificate of insurance of general liability of not less than \$250,000.00 per occurrence, and not less than \$500,000.00 in the aggregate, and provide proof of worker's compensation coverage for the property manager's file.
- (E) Work hours are between 8:00am and 5:00pm, Monday through Friday.
- (F) All workers must park their vehicles in designated parking areas.
- (G) All trash and debris shall be hauled away by workers on a daily basis, unless a dumpster is specifically designated for the construction debris and is approved by the Board of Directors.

(H) Grout, paint, wall mud, or any other material shall not be poured down building drains, sinks, toilets, bathtubs, storm drains or gutters.

(I) All breaks and lunches, if taken on site, shall be confined to the Owner's Unit. No radios or construction noise which is audible beyond the Owner's Unit is allowed.

(J) Access to a condominium unit must be coordinated through the Unit Owner.

(K) Unit smoke alarms must be left in place. They are to be properly protected during any interior finish work which generates heavy airborne particles, including sanding and painting.

(L) Workers are not permitted to wander around other areas of the condominium property other than the specific area or Unit on which they are working.

The Association has the right to establish additional rules and regulation governing the conduct of all residents and also the use of the Units, Limited Common Elements and Common Elements, so long as such additional rules and regulations are not inconsistent with the terms and conditions of this Declaration. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 12 for good cause shown.

**12.16 Use of Common Elements.** Common hallways, stairways and other Common Elements shall not be obstructed, littered, defaced or misused in any manner, and shall be used only for the purposes intended, and shall not be used for hanging or drying clothing, for outdoor cooking, for cleaning of rugs or other household items, or for storage of bicycles or other personal property.

**12.17 Alteration to Common Elements.** No alterations shall be made to any common element or limited common element that is visible outside of the Unit without first obtaining Board approval. No awnings, canopies, shutters, flower pots, plants, chairs, satellites, antennas, or other devises or decor may be hung, displayed, affixed or placed on the common elements unless written approval is received from the Board of Directors. The Board of Directors may, in its sole and absolute discretion, withhold permission.

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

- 13 LEASING OF UNITS:** In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Units by their Owners shall be restricted as provided in this section. All leases of Units must be in writing. A Unit Owner may lease only his entire Unit, and then only in accordance with this Section, after receiving the approval of the Association. The Lessee must be a natural person.

**13.1 Procedures.**

**(A) Notice by the Unit Owner.** An Owner intending to lease his Unit shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the first day of occupancy under the lease together with the name and address of the proposed Lessee and proposed Occupants, the registration form and proof of age, a fully executed copy of the proposed lease, the board approved lease application fee, not to exceed the maximum amount permitted by law, and such other information as the Board may reasonably require. The Board may require a personal interview with any Lessee and his spouse, if any, as a pre-condition to approval.

**(B) Board Action.** After the required notice and all information or interviews requested have been provided, the Board shall have twenty (20) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the Lessee.

**(C) Disapproval.** The Association may deny a lease application on any reasonable ground. 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. Any denial shall be deemed reasonable if the denial is based upon, but not limited to, any of the following factors:

1. the Unit Owner is delinquent in the payment of Assessments, charges, or fines at the time the application is considered;
2. the Unit Owner has a history of leasing his Unit without obtaining approval, or leasing to troublesome Lessees and/or refusing to control or accept responsibility for the occupancy of his Unit;
3. the real estate company or rental agent handling the leasing transaction on behalf of the Unit Owner has a history of screening Lessee applicants inadequately, recommending undesirable Lessees, or entering into leases without prior Association approval;

4. the application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;
5. the prospective Lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
6. the prospective Lessee has a history of conduct which evidences disregard for the rights and property of others;
7. the prospective Lessee evidences a strong probability of financial irresponsibility;
8. the Lessee, during previous occupancy, has evidenced an attitude of disregard for the Association rules;
9. the prospective Lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid.
10. the Owner fails to give proper notice of his intention to lease his Unit to the Board of Directors.

**(D) Failure to Give Notice or Obtain Approval.** If proper notice is not given, the Board at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict, as provided in Part II of Chapter 83, Florida Statutes, the Lessee with seven (7) days notice, without securing consent to such eviction from the Unit Owner. For purposes of this section, the Association shall be considered a "Landlord" as defined in Part II of Chapter 83, Florida Statutes.

**(E) Applications; Assessments.** Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying condominium Assessments may not be delegated to the Lessee.

**(F) Committee Approval.** To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least three (3) members.

**13.2 Term of Lease and Frequency of Leasing.** No Unit may be leased for a term of less than thirty (30) consecutive days, and not more than three (3) lease is permitted in any period of twelve (12) consecutive months. No lease may be for a period of more than one (1) year, and no option for the Lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. Subleasing is prohibited.

**13.3 Exceptions.** Upon written request of a Unit Owner, the Board of Directors may approve one additional lease of a Unit within the same calendar year, but only under unusual circumstances to avoid undue hardship and inequity. The making of one exception shall not be construed as a precedent for later exceptions.

**13.4 Occupancy During Lease Term.** No one but the Lessee, his family members within the first degree of relationship by blood, adoption or marriage, and their spouses and Guests may occupy the Unit. The total number of overnight occupants of a leased Unit is limited to two (2) persons per bedroom, plus one additional person.

**13.5 Occupancy in Absence of Lessee.** If a Lessee absents himself from the Unit for any period of time during the lease term, his family within the first degree of relationship already in residence may continue to occupy the Unit and may have house guests subject to all the restrictions in Sections 12 and 13. If the Lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the Unit.

**13.6 Use of Common Elements and Association Property.** To prevent overtaxing the facilities, a Unit Owner whose Unit is leased may not use the recreation or parking facilities during the lease term.

**13.7 Regulation by Association.** All of the provisions of the Condominium Documents and the Rules and Regulations of the Association and Master Association shall be applicable and enforceable against any person occupying a Unit as a Lessee or Guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the Rules and Regulations of the Association and the provisions of the Condominium Documents and Master Association Documents, designating the Association as the Owner's agent with the authority to terminate any lease agreement and evict the Tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not. The Board shall have the power to evict, as provided in Part II of Chapter 83, Florida Statutes, upon seven (7) days notice, without securing consent to such eviction from the Unit Owner, any Lessee who exhibits disregard for or refuses to abide by any governing documents of the Association.

**13.8 Fees and Deposits Related to the Lease of Units.** Whenever herein the Board's approval is required to allow the lease of a Unit, the Association may charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount

allowed by law. The Association may also require any deposits that are authorized by the Condominium Act as amended from time to time.

- 14 TRANSFER OF OWNERSHIP OF UNITS.** In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of Ownership of a Unit shall be subject to the following provisions:

**14.1 Forms of Ownership:**

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

(B) **Co-Ownership.** Co-Ownership of Units is 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 were the only actual owner. Any change in the Primary Occupant shall be treated as a transfer of Ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any twelve (12) month period.

(C) **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 short-term transient accommodations for several individuals or families. The approval of a trustee, or corporation, partnership 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 the Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any twelve (12) month period.

(D) **Designation of Primary Occupant.** Within thirty (30) days after the effective date of this provision, each Owner of a Unit which is owned in the forms of Ownership stated in preceding subsections 14.1 (B) and (C) shall designate a Primary Occupant in writing to the Association. If any Unit Owner fails to do so, the Board of Directors may make the initial designation for the Owner, and shall notify the Owner in writing of its action.

**(E) Life Estate.** A Unit may be subject to a life estate, either by operation of law or by voluntary conveyance approved under Section 14.3 below. In that event, the life tenant shall be the only Association member from such Unit, and occupancy of the Unit shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all Assessments and charges against the Unit. Any consent or approval required of Association members may be given by the life tenant alone, and the 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 under Section 14.1(B), above.

#### 14.2 Transfers.

**(A) Sale or Gift.** No Unit Owner may dispose of a Unit or any Ownership interest in a Unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.

**(B) Devise or Inheritance.** 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 under Section 14.3(A)(2) below. The approval shall 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 Owner by blood or adoption within the first degree.

**(C) Other Transfers.** If any person acquires title in any manner not considered in the foregoing subsections, the continuance of his Ownership of such Unit shall be subject to approval by the Board of Directors. Further, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors under the procedures outlined in Section 14.3 below.

**(D)** To facilitate transfers proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least three (3) members. The Chairman of the committee shall be deemed a Vice-President, and as such shall be empowered to execute Certificates of Approval on behalf of the Association.

#### 14.3 Procedures.

##### **(A) Notice to Association.**

1. **Sale or Gift.** An Owner intending to make a sale or gift of his Unit or any interest therein shall give to the Board of Directors or its designee written notice

of such intention at least thirty (30) days before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, if any, the registration form and proof of age described in Section 12.2 of the Declaration and such other information as the Board may reasonably require. The Board may require a personal interview with any purchaser or donee and his spouse, if any, as a pre-condition to approval.

**2. Devise, Inheritance or Other Transfers.** The transferee must notify the Board of Directors of his Ownership and submit a certified copy of the instrument evidencing his Ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board, but may sell or lease the Unit following the procedures in this Section 14 or Section 13.

**3. Demand.** With the notice required in Subsection 14.3(A)(1) above, the Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser who shall purchase the Unit at the same price and upon substantially the same terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Unit determined as provided below.

**4. Failure to Give Notice.** If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in a Unit, such failure shall create a rebuttable presumption that the seller and the purchaser intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.

**(B) Board Action.** Within thirty (30) days after receipt of the required notice and all information or interviews requested, or not later than sixty (60) days after the notice required by paragraph (A) above is received, whichever occurs first, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

**(C) Disapproval.**

1. **With Good Cause.** Approval of the Association may be withheld for good cause. The following may be deemed to constitute good cause for disapproval:

a. The person seeking approval has been convicted of a felony involving violence to persons or property, a felony involving possession or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

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

c. The person seeking approval gives the Board reasonable cause to believe that person intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;

d. The person seeking approval has a history of disruptive behavior or disregard for the rights or property of others;

e. The person seeking approval has evidenced an attitude of disregard for association rules by his conduct in this Condominium as a Tenant, Unit Owner or occupant of a Unit;

f. The person seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process; or

g. The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.

2. **Without Good Cause.** If the Board disapproves without good cause, and if the Owner or transferee has made the demand set forth in Section 14.3(A)(3), then within thirty (30) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the Owner (hereafter "the seller") the name of an approved purchaser who will purchase the Unit at the same price, and upon substantially the same terms, as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two state certified property appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his 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 sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. 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.

3. If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.

**14.4 Exception.** The provisions of Sections 14.2 and 14.3 are not applicable to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure.

**14.5 Unapproved Transfers.** Any sale or transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board.

**14.6 Fees and Deposits Related to the Sale of Units.** Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a Unit, the Association may charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. The Association may also require any deposits that are authorized by the Condominium Act as amended from time to time.

**15 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: (Note: All percentages, fractions, interests, votes and shares referenced in this Section 15 are percentages, fractions, interests, votes, and shares of the Units or Unit Owners, as the case may be, in this Condominium, as opposed to all Units or Unit Owners in the Condominiums managed by the Association.)

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

**15.2 By the Unit Owner.** Each Unit Owner is responsible for insuring his own Unit, and the personal property therein; all floor, wall and ceiling coverings; all built-in cabinets, appliances, water heaters, air conditioning and heating equipment, and electrical fixtures that are located within the Unit and required to be repaired or replaced by the Owner; and all alterations, additions and improvements made to the Unit or the Common Elements by the Owner or his predecessors in title. Each Unit Owner is expected to 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.

**15.3 Association Insurance; Duty and Authority to Obtain.** The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry by 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.

**15.4 Required Coverage.** The Association shall 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 Insurance.** Except as otherwise provided herein, the Association shall obtain and maintain fire, wind, general property and extended coverage insurance with a responsible insurance company upon all of the Insurable Improvements of the entire Condominium, including Association Property, the Common Elements, the Units, and the personal property of the Association, for the replacement value thereof, including coverage for changes in building codes, if reasonably available and determined commercially practicable by the Board, and less a commercially reasonable deductible as determined by the Board, provided the Board may exclude landscaping and exterior improvements not customarily insured by condominium associations in the locality, and foundation and excavation costs, in its discretion. The Association shall determine the replacement value of the Insurable Improvements through independent appraisal, at least every 36 months, so long as required by the Act. The Board shall establish deductibles, at a duly noticed meeting of the Board, and shall give notice of such meeting, and determine the deductibles, as required by the Act, so long as required by the Act. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be reasonably available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11) of the Act. The original policy of insurance shall be held by the Association, and mortgagees shall be furnished, upon request, mortgage endorsements covering their respective interests. The word "Building" or "Insurable Improvement" in every property insurance policy issued to protect a Condominium building does not include: personal property in the Unit or Limited Common Elements; Unit floor, wall, or ceiling coverings; Unit or balcony electrical fixtures; appliances; water heaters; water filters; built-in cabinets or countertops; window treatments, including curtains, drapes, blinds, hardware and similar window treatment components; and

replacements of any of the foregoing, which are located within the boundaries of a Unit and serve only one Unit. The Unit Owners shall also be responsible to insure all alterations, modifications or additions made to the Unit, Limited Common Elements, or Common Elements by said Unit Owner, or his predecessor in interest or title.

**(B) Flood.** The Association shall use its best efforts to obtain and maintain adequate flood insurance. The Association will have discharged its responsibility to use its "best efforts" to obtain "adequate" flood insurance if it is able to purchase and obtain the maximum flood insurance policy through the National Flood Insurance Program (NFIP), or through any similar federally sponsored or related program, or through private carriers with similar coverage, for premium rates that are generally commensurate with flood insurance premium rates for condominiums in the local area.

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

**(D) Workers Compensation.** Such worker's compensation coverage as may be required by law, or deemed advisable by the Board.

**(E) Fidelity Bond.** The Association shall obtain and maintain insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the association" includes, but is not limited to, those individuals authorized to sign checks on behalf of the Association, and the President, Secretary, and Treasurer of the Association.

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

**15.6 Deductible and Other Insurance Features.** The Board of Directors shall establish the amount of the deductible under the insurance policies, and other features (including but not limited to exclusion), as it deems desirable and financially expedient, in the exercise of its business judgment, and in the method provided by the Act. The deductible and other features shall be consistent with industry standards and prevailing practice for communities of similar size and age, and having similar construction and facilities in the locale where the Condominium Property is situated.

**15.7 Premiums.** Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

**15.8 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.

**15.9 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) **Common Elements.** Proceeds on account of damage to Common Elements shall be held in as many undivided shares as there are Units, the shares of each Unit Owner being the same as his share in the Common Elements.

(B) **Units.** Proceeds 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.

(C) **Mortgagee.** If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Unit Owner shall be as their interests appear. 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 Unit or Units, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged Building or Buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

**15.10 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 distributed to the Owners, or, at the option of the Board, may be deposited in the Association's reserve fund.

(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 distributed, to Unit Owners in accordance with the Plan of Termination approved pursuant to Section 18.

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

**16 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: (Note: All percentages, fractions, interests, votes and shares referenced in this Section 16 are percentages, fractions, interests, votes, and shares of the Units or Unit Owners as the case may be in this Condominium, as opposed to all Units or Unit Owners in the Condominium managed by the Association.)

**16.1 Common Elements.** If the damaged improvement is any of the Common Elements, the damaged Common Element shall be reconstructed or repaired, unless the Condominium is to be terminated as provided elsewhere herein.

**16.2 Damage to the Building.**

(A) **Lesser Damage.** If the damage renders less than 50% of the Units in the Condominium "uninhabitable", as defined herein, the damaged property shall be reconstructed or repaired, unless within ninety (90) days of the event causing damage, seventy five percent (75%) of the entire Voting Interests in the Condominium agree in writing that such reconstruction or repair shall not take place.

(B) **Major Damage.** If the damage renders more than fifty percent (50%) of the Units in the Condominium "uninhabitable", as defined herein, the damaged property will be reconstructed or repaired, unless seventy five percent (75%) of the entire Voting Interests in the Condominium agree in writing that such reconstruction or repair shall not take place. The decision whether or not to reconstruct or repair shall be made within one hundred eighty (180) days after the casualty, provided however that the Board of Directors shall have the

authority to extend this period for decision-making, not to exceed three (3) years, to deal with exigencies in communication with Unit Owners caused by natural disasters or other significant casualties, or to deal with delays in obtaining information regarding reconstruction costs or insurance proceeds available for reconstruction.

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

**16.4 Plans and Specifications.** Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Building, as set forth in the plans and specifications for the Building, or if not, then according to plans and specifications approved by the Board of Directors, regardless of whether it is a material alteration or substantial addition as described in Section 11 and no vote of the Unit Owners shall be required.

**16.5 Responsibility.** All reconstruction work after a casualty for damaged items that the Association insures shall be undertaken by the Association, except that a Unit Owner may undertake reconstruction work on portions of the Unit with the prior written consent of the Board of Administration. However, such work, and the disbursement of insurance proceeds, may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, the contract that is used for that purpose, and reasonable verification of appropriate steps to ensure that the work is done and that the contractor is paid for the performance of said work. Unit Owners shall be responsible for reconstructing those items that the Unit Owners are required to insure. All required governmental permits and approvals must be obtained prior to commencing reconstruction. Assessments for the cost of the work shall be set forth in Section 16.7 below. If an Owner fails to repair and reconstruct those items that the Unit Owner is responsible for under this Declaration, the Association shall have, without waiver of other remedies, the right to proceed in accordance with Section 11.12, in which event the Unit Owner shall be charged for the costs of such activities (including attorney's fees incurred by the Association) by the

Association which shall be secured by such rights as exist for collecting Common Expenses under these Condominium Documents i.e., a Lien for Charges.

**16.6 Estimates of Costs.** After a determination is made to rebuild or repair damage to property for which the Association or Unit Owner has the responsibility of reconstruction and repair, the Association or Unit Owner shall obtain promptly reliable and detailed estimates of the cost to rebuild or repair.

**16.7 Assessments.** If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including shortfalls or no insurance proceeds occasioned by a deductible), or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made as follows. If the damage includes those parts of a Unit or Limited Common Element, or additions or upgrades, for which the responsibility of maintenance and repair is that of the Unit Owner the Unit Owner shall be responsible for the expenses relating to the reconstruction and repair after casualty of said portion of the work, even if the damage was caused by the Association's removal, disassembly, or demolition of the Condominium Property if such was connected to the Association's responsibility for reconstruction or to mitigate damage, notwithstanding any requirement to repair incidental damage found elsewhere in the Declaration. Assessments shall be against all Unit Owners as a Common Expense for damage to the Common Elements (including Limited Common Elements, which the Association maintains, repairs, and replaces as a Common Expense), in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to Common Elements shall be in proportion to the Owner's share in the Common Expenses. Assessments shall be a Limited Common Expense if damage is to a Limited Common Element that the Association maintains as a Limited Common Expense. It is the intention of this provision to provide an alternative method of allocating post-casualty repair expenses, as authorized by the Act. The Board of Directors may record a notice to the effect without need of further approval of Unit Owners.

**16.8 Termination of Condominium if Not Reconstructed.** If the Owners vote not to reconstruct the Condominium by vote described in Section 16.2 hereof, the Condominium shall be terminated in accordance with the procedures set forth in Section 18 hereof.

**16.9 Additional Board Authority.** In addition to Board authority granted by law and the Condominium Documents, the Board shall have the following power and authority in connection with emergency conditions:

- (A) To determine after a casualty whether the Units can be safely occupied, which decision shall not be conclusive as to the determination of habitability in

Section 16.2. Such decision shall be based upon the advice of emergency management officials or a licensed professional.

**(B)** To declare any portion of the Condominium Property or Association Property unavailable for occupancy by Owners, Family members, Tenants, or Guests after a casualty, including during the rebuilding process. Such decision by the Board shall be based upon the advice of emergency management officials or a licensed professional (such as an engineer) and can be made only if necessary to protect the health, safety, or welfare of the Association, Owners, Family members, Tenants, or Guests.

**(C)** To mitigate damage and take action to prevent the spread of fungus (including but not limited to mold and mildew) by tearing out wet drywall and carpet (even if the Unit Owner is obligated to insure and/or replace those items) and to remove personal property from the Unit and dispose of damaged property or store such property onsite or at an offsite location, with Owners responsible for reimbursing the Association for items for which the Owner is responsible but which may be necessary to prevent further damage. The Association shall bear no liability for such actions, if taken in good faith.

**(D)** To contract on behalf of Unit Owners, with said Owners responsible to reimburse the Association, for items for which the Owner is responsible but which may be necessary to prevent further damage. Without limitation, this includes debris removal, dry-out of Units and replacement of damaged air conditioners when necessary to provide climate control in the Units. The Unit Owner shall be responsible to reimburse the Association within ten (10) days of the Association's invoice. The Association's right to payment shall be secured by a Common Expense Lien as provided in the Act and actions to collect such sums shall entitle the Association to recover interest, late fees, attorney's fees, and other costs and expenses of collection.

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

**(F)** To adopt, by Board action, emergency assessments with such notice deemed practicable by the Board.

**(G)** To adopt emergency Rules and Regulations governing the use and occupancy of the Units, Common Elements, Limited Common Elements, and Association property, with notice given only to those Directors with whom it is practicable to communicate.

(H) To enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

(I) To exercise all emergency powers set forth in the Act.

17 **CONDEMNATION:** (Note: All percentages, fractions, interests, votes and shares referenced in this Section 17 are percentages, fractions, interests, votes, and shares of the Units or Unit Owners as the case may be in this Condominium, as opposed to all Units or Unit Owners in the Condominium managed by the Association.)

**17.1 Deposit of Awards with Association.** The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken 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.

**17.2 Determination Whether to Continue Condominium.** Whether the Condominium will be continued after condemnation will be determined in the same manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

**17.3 Disbursement of Funds.** If the 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 the Condominium is not terminated after condemnation, but the size of the Condominium will be reduced, the Owners of condemned Units, if any, will receive full fair market compensation for their Unit, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

**17.4 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.

**17.5 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 the Condominium:

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

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

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

**17.6 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 the 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 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 the Condominium shall be adjusted to distribute the Ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners 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 all Unit Owners who will continue as Owners of Units after the changes in the Condominium affected by the taking.

The Assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes affected by the taking.

**(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 own appraiser.

**17.7 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 Owner and mortgagee(s) of the Unit.

**17.8 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 in accordance with Sections 17.5 and 17.6 above. Such amendment need be approved only by the Owners of a majority of the Units. The consent of lien holders is not required for any such amendment.

**18 TERMINATION.** (Note: All percentages, fractions, interests, votes and shares referenced in this Section 16 are percentages, fractions, interests, votes, and shares of the Units or Unit Owners as the case may be in this Condominium, as opposed to all Units or Unit Owners in the Condominium managed by the Association.)

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

**(A) Termination Because of Economic Waste or Impossibility.** Notwithstanding anything to the contrary in this Declaration, the Condominium form of ownership may be terminated by a plan of termination approved by the percentage of Voting Interests necessary to amend the Declaration when:

**(1)** the total estimated cost of repairs necessary to restore the improvements to their former condition or bring them into compliance with applicable laws or regulations exceeds the combined fair market value of all Units in the Condominium after completion of the repair; or

(2) it becomes impossible to operate or reconstruct the Condominium in its prior physical configuration because of land use laws or regulations.

It is the intent of this provision to incorporate Section 718.117(2) of the Act.

**(B) Optional Termination.** Except as provided in Section 18.1, the Condominium form of ownership may be terminated pursuant to a plan of termination approved by at least eighty percent (80%) of the total Voting Interests of the Condominium if not more than ten percent (10%) of the total Voting Interests of the Condominium have rejected the plan of termination by negative vote or by providing written objections thereto. It is the intent of this provision to incorporate the provisions of Section 718.117(3) of the Act.

**(C) Very Substantial Damage.** If the Condominium suffers major damage as defined in Section 16.2, which shall mean that more than one-half the Units in the Condominium are rendered uninhabitable as determined in the sole discretion of the Board of Directors, the Condominium may be terminated if seventy-five percent (75%) of the total Voting Interests in the Condominium vote to approve a plan of termination.

**(D) Mortgage Lienholders.** Notwithstanding any provision to the contrary in this Declaration or Chapter 718, approval of a plan of termination by the holder of a recorded mortgage lien affecting a Condominium Parcel is not required unless the plan of termination would result in less than the full satisfaction of the mortgage lien affecting the Condominium Parcel. If such approval is required and not given, a holder of a recorded mortgage lien who objects to a plan of termination may contest the plan as provided in Sections 718.117(16) of the Act.

**18.2 Procedures for Termination and Sale.** The termination of the Condominium via either of the methods set forth in 18.1(A) through 18.1(C) herein shall be as set forth in Section 718.117(4) – (20) of the Act.

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

**19. ENFORCEMENT:**

**19.1 Duty to Comply; Right to Sue.** Each Unit Owner, his Tenants and Guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, 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(s). Unit Owners shall be jointly and severally liable for violations of the Condominium Documents by their Family members, Tenants, Guests, Invitees and Unit Occupants; or

**19.2 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 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.

**19.3 Attorney's Fees.** In any court 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, the Condominium Documents, or the Association's Rules and Regulations, 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.

**19.4 No Election or Remedies.** All rights, remedies and privileges granted to the Association or Unit Owners under the law and the Condominium Documents shall be cumulative, and the exercise of anyone or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges that may be available.

**20. AMENDMENT OF DECLARATION.** Except as otherwise provided, all amendments to this Declaration shall be proposed and adopted in the following manner: (Note: All percentages, fractions, interests, votes and shares referenced in this Section 16 are percentages, fractions, interests, votes, and shares of the Units or Unit Owners as the case may be in this Condominium, as opposed to all Units or Unit Owners in the Condominium managed by the Association.)

**20.1 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 at least one-fourth (1/4th) of the Units in this Condominium.

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

**20.3 Vote Required.** Except as otherwise provided by law, or by specific provision of the Condominium Documents, this Declaration may be amended if the proposed amendment is approved by at least a majority (50% +1) of the Voting Interests in this Condominium present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present. Notwithstanding anything to the contrary, when the Board determines in its sole discretion that a vote of only the owners in this particular Condominium is required, the quorum requirement for the meeting at which the vote is conducted shall be a majority of the voting interests of this Condominium. At such meetings, a majority vote of the number of voting interests of Unit Owners of this Condominium, present and voting an entitled to vote on any matter, shall be controlling, provided a quorum is present, in person or by proxy, except for such decisions as may by Florida Statutes Chapter 718 or the governing documents require a higher percentage in which case the percentage required by Florida Statutes Chapter 718 or the governing documents shall control.

**20.4 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.

**20.5 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 of a parcel shares the Common Expenses and owns the common surplus, unless all record Owners of the Unit, and any institutional mortgagee holding a mortgage on the Unit, consent in writing to the amendment. This proviso does not apply to changes caused by condemnation or a taking by eminent domain as provided in Article 17. No amendment shall operate to unlawfully discriminate against any Unit Owner nor against any class of Unit Owners.

**20.6 Enlargement of Common Elements.** The Common Elements designated by this Declaration may be enlarged to add real property acquired by the Association through amendment of Exhibits "A" and "B" to this Declaration. The amendment must be approved by at least two-thirds (2/3rds) of the Voting Interests, but no other person need join in or consent to the amendment. The amendment divests the Association of title and vests title in the Unit Owners without naming them and without further conveyance, in the same proportion as the undivided shares in the Common Elements that are appurtenant to the Units.

**20.7 Correction of Errors.** If there is an omission or error in this Declaration of Condominium or in other documents required by Florida law to establish the Condominium, the Association may correct the error or omission by following the procedures set forth in the Condominium Act.

**21. MISCELLANEOUS.**

**21.1 Covenants Running with the Land.** The covenants and restrictions as herein contained, or forming a part of the Condominium Documents, shall be deemed to run with the land and shall run perpetually unless terminated or amended as provided herein.

**21.2 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 this Declaration as amended from time to time, or any recorded exhibit to this Declaration, the validity of remaining portions of said Condominium Documents shall remain in full force and effect.

**21.3 Applicable Statutes.** The validity, application and construction of this Declaration and its recorded exhibits shall be governed by the Laws of Florida,

**21.4 Conflicts.** In the event of a conflict between any provision of the Condominium Documents and the Condominium Act, the Condominium Act shall control, except in cases where the Act permits the Condominium Documents to regulate the subject, in which case the Condominium Documents will control. In the event of a conflict between this Declaration and the other Condominium Documents, this Declaration shall control.

**21.5 Interpretation.** The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

**21.6 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.

**21.7 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.

**21.8 Headings.** The headings 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.

**21.9 Compliance with Fair Housing Laws.** There shall be no limitation upon sale, lease, or occupancy of any Unit based upon race, creed, color, sex, religion, national origin, handicap, or familial status. The Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Condominium Documents, when necessary to afford handicapped individuals the

opportunity to enjoy the Condominium premises, or to comply with other legal requirements.

**21.10 Heirs, Successors and Assigns.** These Condominium Documents shall be binding upon the heirs, nominees, successors, administrators, executors and assigns of all Unit Owners.

**21.11 Waiver.** No provisions contained in the Condominium Documents shall be deemed to have been waived because of any failure to enforce the same, irrespective of the number of violations or breaches, which may occur.

**21.12 Merger.** Wedge Wood I at Pelican Strand Condominium Association, Inc. and Wedge Wood II at Pelican Strand Condominium Association, Inc. previously underwent a corporate merger and merged into Wedge Wood at Pelican Strand Neighborhood Association, Inc., which is now known as Wedge Wood at the Strand Condominium Association, Inc. All references herein to the "Association" are to the surviving corporation now known as Wedge Wood at the Strand Condominium Association, Inc. All references to the Articles of Incorporation and Bylaws are to the Articles of Incorporation and Bylaws of the surviving corporation. This Condominium is now part of a multi-condominium, there are no unit owners in any other condominiums, or any other persons who will or may have the right to use recreational areas or any other facilities or amenities that are common elements of this Condominium only.





**CONSUL-TECH ENGINEERING, INC.**  
 Consulting Engineers Land Planners Land Surveyors  
 24891 Old 41 Road Phone (341) 947-0266  
 DONITA SPRINGS, FL 34195 Fax (341) 947-1929  
 CERTIFICATE OF AUTHORIZATION #A9867

OR: 2655 PG: 2695

**WEDGE WOOD II AT PELICAN STRAND, PHASE I**  
 A CONDOMINIUM

**Wedge Wood II, Phase I, Building 10**

A certain lot or parcel of land being a portion of Tract 14, Pelican Strand Replat - 1C, according to the plat thereof, as recorded in Plat Book 37, pages 54-57, of the public records of Collier County, Florida, being more particularly bounded and described as follows:

Commencing at the most Northwesterly corner of said Tract 14 at the Easterly sideline of Pelican Strand Boulevard.

- Thence S36°12'24"W along the Easterly side of Pelican Strand Boulevard 346.45 feet;
- Thence Southwesterly 14.55 feet along the Easterly side of Pelican Strand Boulevard and the arc of a curve to the left having a radius of 270.00 feet, a central angle of 03°05'16" and being subtended by a chord bearing S34°38'45"W 14.55 feet;
- Thence S86°02'16"E along Tract PD11, 275.86 feet to the point of beginning;
- Thence continue S86°02'16"E along Tract PD11, 150.82 feet;
- Thence N25°58'22"E along Wedge Wood I, Phase 3, 137.28 feet to a point on the Southerly side of Sand Wedge Lane;
- Thence Northwesterly 52.13 feet along the Southerly side of Sand Wedge Lane and the arc of a curve to the right having a radius of 200.00 feet, a central angle of 14°56'05" and being subtended by a chord bearing N80°37'22"W 51.88 feet;
- Thence N53°08'18"W along Sand Wedge Lane 82.82 feet;
- Thence S29°08'32"W along Wedge Wood I, Phase 8, 168.28 feet to the point of beginning.

Containing 21,883.74 square feet.  
 Subject to easements, restrictions and reservations of record.

Page 2 of 2  
 See Page 1 for Sketch

DATE	BY	CRD	DESCRIPTION
12-12-99	JY	RJD	

NOTE: The undersigned and **CONSUL-TECH ENGINEERING, INC.** make no representations or warranties as to the completeness of the information reflected herein pertaining to easements, right-of-way, set-back lines, reservations, covenants or other matters of record. This instrument is intended to reflect as set forth only those items shown in the references above. **CONSUL-TECH ENGINEERING, INC.** did not research the public records for matters affecting the lands shown hereon. This instrument is the property of **CONSUL-TECH ENGINEERING, INC.** and shall not be reproduced in whole or in part without written permission of **CONSUL-TECH ENGINEERING, INC.**

Job No	Page #	Drawn By	Checked By	FD	FD	Scale
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### CONSULT-TECH ENGINEERING, INC.

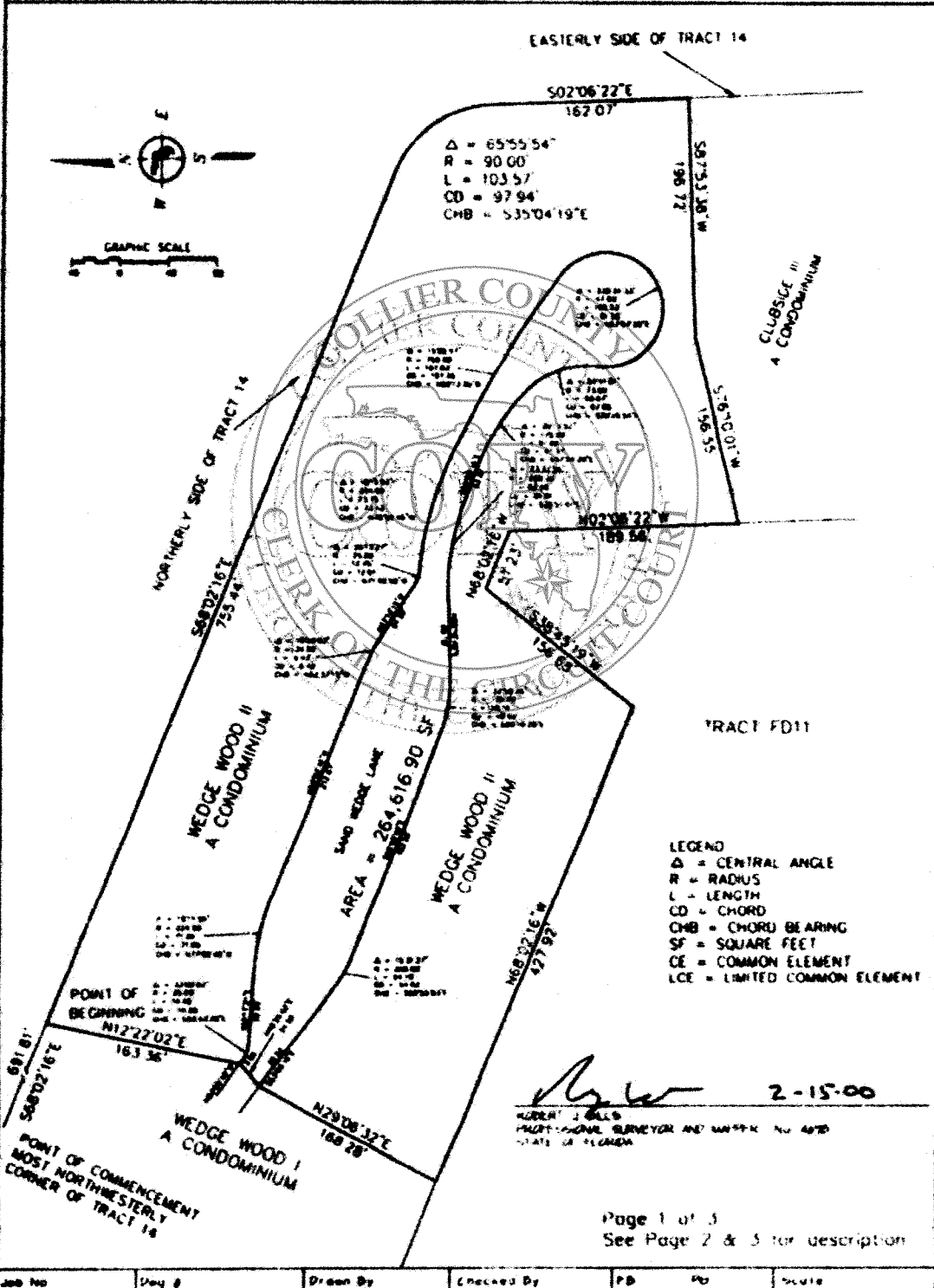
Consulting Engineers Land Planners Land Surveyors

24091 Old 41 Road  
DONITA SPRINGS, FL 34135

Phone (941) 947-0266  
Fax (941) 947-1925

CERTIFICATE OF AUTHORIZATION #D9927

#### LEGAL DESCRIPTION SKETCH - NOT A SURVEY



10



**CONSUL-TECH ENGINEERING, INC.**  
 Consulting Engineers Land Planners Land Surveyors  
 2489 Old 41 Road Phone (941) 947-0266  
 DONITA SPRINGS, FL 34135 Fax (941) 947-1923  
 CERTIFICATE OF AUTHORIZATION #09981

**WEDGE WOOD II AT PELICAN STRAND  
 A CONDOMINIUM**

**WEDGE WOOD II, A CONDOMINIUM**

A certain lot or parcel of land being a portion of Tract 14, Pelican Strand Replot - 1C, according to the plat thereof, as recorded in Plat Book 31, pages 54-57, of the public records of Collier County, Florida, being more particularly bounded and described as follows:

Commencing at the most Northwesterly corner of said Tract 14 at the Easterly side of Pelican Strand Boulevard  
 Thence S68°02'16"E along the Northerly side of Tract 14, 691.81 feet to the point of beginning.  
 Thence continue S68°02'16"E along the Northerly side of Tract 14, 755.44 feet.  
 Thence Southeastery 103.57 feet along the Northerly side of Tract 14 and the arc of a curve having a radius of 90.00 feet, a central angle of 65°55'54" and being subtended by a chord bearing S35°04'19"E 97.94 feet.  
 Thence S02°06'22"E along the Easterly side of Tract 14, 162.07 feet.  
 Thence S87°53'38"W along Cluside III, A Condominium, 156.72 feet.  
 Thence S78°01'01"W along Cluside III, A Condominium, 156.55 feet.  
 Thence N02°06'22"W along Tract FD11, 189.58 feet.  
 Thence N68°02'18"W along Tract FD11, 51.23 feet.  
 Thence S38°45'18"W along Tract FD11, 156.88 feet.  
 Thence N68°02'18"W along Tract FD11, 427.92 feet.  
 Thence N29°06'32"E along Wedge Wood I, A Condominium, 158.28 feet.  
 Thence N48°25'03"E along Wedge Wood I, A Condominium, 24.50 feet.  
 Thence N12°22'02"E along Wedge Wood I, A Condominium, 185.36 feet to the point of beginning.

**LESS AND EXCEPT THE FOLLOWING ROADWAY**

**WEDGE WOOD II AT PELICAN STRAND, ROAD (SAND WEDGE LANE)**

A certain lot or parcel of land being a portion of Tract 14, Pelican Strand Replot - 1C, according to the plat thereof, as recorded in Plat Book 31, pages 54-57, of the public records of Collier County, Florida, being more particularly bounded and described as follows:

Commencing at the most Northwesterly corner of said Tract 14, at the Easterly side of Pelican Strand Boulevard  
 Thence S36°12'24"W along Pelican Strand Boulevard, 129.19 feet.  
 Thence continue S36°12'24"W along Pelican Strand Boulevard, 57.28 feet.  
 Thence Southeastery 21.89 feet along the Southerly side of Sand Wedge Lane and the arc of a curve to the left having a radius of 30.00 feet, a central angle of 41°48'46" and being subtended by a chord bearing S74°42'00"E 21.41 feet.  
 Thence S53°47'37"E along the Southerly side of Sand Wedge Lane, 126.05 feet.  
 Thence Southeastery 19.49 feet along the Southerly side of Sand Wedge Lane and along the arc of a curve to the left having a radius of 75.00 feet, a central angle of 14°53'08" and being subtended by a chord bearing S61°14'12"E 19.43 feet.  
 Thence S68°40'48"E along the Southerly side of Sand Wedge Lane, 60.36 feet.  
 Thence Southeastery 114.81 feet along the Southerly side of Sand Wedge Lane and the arc of a curve to the left having a radius of 200.00 feet, a central angle of 32°55'05" and being subtended by a chord bearing S85°08'19"E 113.33 feet.  
 Thence Southeastery 187.47 feet along the Southerly side of Sand Wedge Lane and the arc of a curve to the right having a radius of 150.00 feet, a central angle of 63°58'08" and being subtended by a chord bearing S69°36'48"E 158.91 feet.  
 Thence S37°37'44"E along the Southerly side of Sand Wedge Lane, 31.93 feet.  
 Thence Southeastery 82.87 feet along the Southerly side of Sand Wedge Lane and the arc of a curve to the left having a radius of 100.00 feet, a central angle of 53°72'42" and being subtended by a chord bearing S64°14'05"E 89.57 feet.

Page 2 of 3  
 See Page 1 for Sketch

DATE/REVISIONS	DATE	BY	CHKD	NOTE: The undersigned and CONSUL-TECH ENGINEERING, INC. make no representation or guarantee as to the completeness or the accuracy of the information reflected herein pertaining to easements, right-of-way, set-back lines, reservations, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above. CONSUL-TECH ENGINEERING, INC. did not research the public records for matters affecting the lands shown.
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**CONSUL-TECH ENGINEERING, INC.**  
 Consulting Engineers Land Planners Land Surveyors  
 2409 Old 41 Road Phone (941) 947-0766  
 DONITA SPRINGS, FL 34135 Fax (941) 947-1925  
 CERTIFICATE OF AUTHORIZATION #D3627

WEDGE WOOD II AT PELICAN STRAND  
 A CONDOMINIUM  
 (CONTINUED)

Thence N89°09'34"E along the Southernly side of Sand Wedge Lane 63.37 feet.  
 Thence Southeastery 65.77 feet along the Southernly side of Sand Wedge Lane and the arc of a curve to the right having a radius of 100.00 feet, a central angle of 37°41'07" and being subtended by a chord bearing S71°59'53"E 64.59 feet.  
 Thence S53°09'19"E along the Southernly side of Sand Wedge Lane 27.37 feet to the point of beginning.  
 Thence continue S53°09'19"E along the Southernly side of Sand Wedge Lane 90.82 feet.  
 Thence Southeastery 54.19 feet along the Southernly side of Sand Wedge Lane and the arc of a curve to the left having a radius of 200.00 feet, a central angle of 15°31'27" and being subtended by a chord bearing S80°55'03"E 54.02 feet.  
 Thence S68°40'46"E along the Southernly side of Sand Wedge Lane 183.29 feet.  
 Thence Southeastery 50.16 feet along the Southernly side of Sand Wedge Lane and the arc of a curve to the left having a radius of 125.00 feet, a central angle of 22°58'26" and being subtended by a chord bearing S80°18'29"E 48.82 feet.  
 Thence N88°19'48"E along the Southernly side of Sand Wedge Lane 88.18 feet.  
 Thence Southeastery 82.49 feet along the Southernly side of Sand Wedge Lane and the arc of a curve to the right having a radius of 200.00 feet, a central angle of 23°37'56" and being subtended by a chord bearing S79°51'41"E 81.91 feet.  
 Thence S68°02'16"E along the Southernly side of Sand Wedge Lane 33.61 feet.  
 Thence Southeastery 87.89 feet along the Southernly side of Sand Wedge Lane and the arc of a curve to the right having a radius of 125.00 feet, a central angle of 20°15'52" and being subtended by a chord bearing S57°54'20"E 61.37 feet.  
 Thence Southeastery 69.67 feet along the Southernly side of Sand Wedge Lane and the arc of a curve to the right having a radius of 75.00 feet, a central angle of 54°41'01" and being subtended by a chord bearing S28°25'54"E 67.06 feet.  
 Thence Northeastery 196.53 feet along the Easternly side of Sand Wedge Lane and the arc of a curve to the left having a radius of 47.00 feet, a central angle of 239°34'33" and being subtended by a chord bearing N87°07'20"E 81.58 feet.  
 Thence Northeastery 197.83 feet along the Northernly side of Sand Wedge Lane and the arc of a curve to the left having a radius of 750.00 feet, a central angle of 15°08'47" and being subtended by a chord bearing N80°13'20"W 197.26 feet.  
 Thence Northeastery 73.75 feet along the Northernly side of Sand Wedge Lane and the arc of a curve to the left having a radius of 224.00 feet, a central angle of 18°15'02" and being subtended by a chord bearing N76°59'46"W 73.42 feet.  
 Thence Northeastery 12.75 feet along the Northernly side of Sand Wedge Lane and the arc of a curve to the right having a radius of 25.00 feet, a central angle of 291°3'27" and being subtended by a chord bearing N71°46'38"W 12.81 feet.  
 Thence N57°12'15"W along the Northernly side of Sand Wedge Lane 61.28 feet.  
 Thence Northwestery 6.43 feet along the Northernly side of Sand Wedge Lane and the arc of a curve to the left having a radius of 34.00 feet, a central angle of 105°02'02" and being subtended by a chord bearing N62°37'15"W 6.42 feet.  
 Thence N68°02'16"W along the Northernly side of Sand Wedge Lane 212.67 feet.  
 Thence Northwestery 71.35 feet along the Northernly side of Sand Wedge Lane and the arc of a curve to the left having a radius of 224.00 feet, a central angle of 18°15'05" and being subtended by a chord bearing N77°09'49"W 71.05 feet.  
 Thence N86°17'21"W along the Northernly side of Sand Wedge Lane 58.25 feet.  
 Thence Northwestery 14.46 feet along the Northernly side of Sand Wedge Lane and the arc of a curve to the right having a radius of 25.00 feet, a central angle of 33°08'02" and being subtended by a chord bearing N69°43'20"W 14.26 feet.  
 Thence N53°09'19"W along the Northernly side of Sand Wedge Lane 180 feet.  
 Thence S48°25'03"W across Sand Wedge Lane 24.50 feet to the point of beginning.

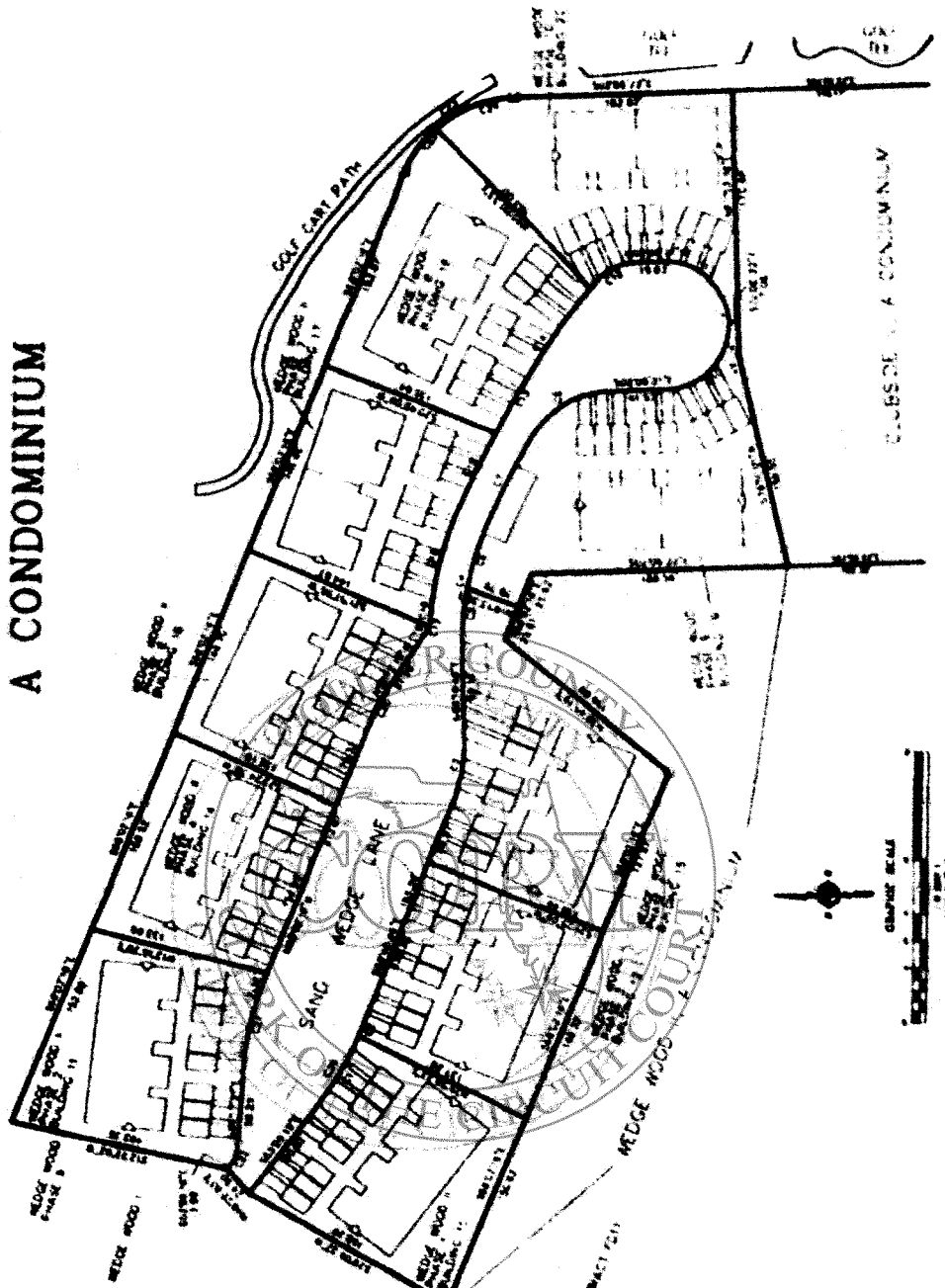
Containing 222,123.31 square feet  
 Subject to easements, restrictions and reservations of record

Page 3 of 3  
 See Page 1 for Sketch

DATE/NO. OF SHEETS	DATE	BY	CAJ	NOTE: The undersigned and CONSUL-TECH ENGINEERING, INC. make no representations or warranties as to the completeness or the information reflected herein pertaining to easements, right-of-way set back lines, reservations, agreements or other matters of record. This instrument is intended to reflect as set forth only those items shown in the references above. CONSUL-TECH ENGINEERING, INC. did not research the public records for matters affecting the lands shown.
JOB NO.	PLG #	Drawn By	Checked By	FD PD DUE

OR: 2655 PG: 2699

# WEDGE WOOD II AT PELICAN STRAND A CONDOMINIUM



WEDGE WOOD II AT PELICAN STRAND  
A CONDOMINIUM

THE APPLICANT HAS FILED A FLOOR PLAN AND OTHER  
RELEVANT INFORMATION WITH THE COUNTY CLERK OF  
SOUTH CAROLINA FOR THE RECORD. THE APPLICANT  
WARRANTS THAT THE INFORMATION IS TRUE AND  
CORRECT AND THAT THE APPLICANT HAS THE NECESSARY  
AUTHORITY TO FILE THE INFORMATION. THE APPLICANT  
WARRANTS THAT THE INFORMATION IS TRUE AND  
CORRECT AND THAT THE APPLICANT HAS THE NECESSARY  
AUTHORITY TO FILE THE INFORMATION. THE APPLICANT  
WARRANTS THAT THE INFORMATION IS TRUE AND  
CORRECT AND THAT THE APPLICANT HAS THE NECESSARY  
AUTHORITY TO FILE THE INFORMATION.

UNIT	AREA	LENGTH	WIDTH	PERMITS	
C1	1578.00'	200.00'	52.15'	51.00'	50737221
C2	6725.22'	200.00'	2.08'	2.08'	50737221
C3	2228.28'	175.00'	50.18'	48.00'	50737221
C4	2345.14'	150.00'	82.00'	81.00'	51723781
C5	1128.00'	100.00'	41.24'	41.17'	50737221
C6	1148.17'	100.00'	40.05'	40.78'	51723781
C7	6028.14'	175.00'	23.28'	23.21'	50737221
C8	6028.14'	175.00'	23.28'	23.21'	50737221
C9	1028.00'	100.00'	40.05'	40.05'	50737221
C10	1028.00'	100.00'	40.05'	40.05'	50737221
C11	1028.00'	100.00'	40.05'	40.05'	50737221
C12	1028.00'	100.00'	40.05'	40.05'	50737221
C13	1028.00'	100.00'	40.05'	40.05'	50737221
C14	1028.00'	100.00'	40.05'	40.05'	50737221
C15	1028.00'	100.00'	40.05'	40.05'	50737221
C16	1028.00'	100.00'	40.05'	40.05'	50737221
C17	1028.00'	100.00'	40.05'	40.05'	50737221
C18	1028.00'	100.00'	40.05'	40.05'	50737221
C19	1028.00'	100.00'	40.05'	40.05'	50737221
C20	1028.00'	100.00'	40.05'	40.05'	50737221
C21	1028.00'	100.00'	40.05'	40.05'	50737221
C22	1028.00'	100.00'	40.05'	40.05'	50737221
C23	1028.00'	100.00'	40.05'	40.05'	50737221
C24	1028.00'	100.00'	40.05'	40.05'	50737221
C25	1028.00'	100.00'	40.05'	40.05'	50737221
C26	1028.00'	100.00'	40.05'	40.05'	50737221





**CONSUL-TECH ENGINEERING, INC.**  
 Consulting Engineers Land Planners Land Surveyors  
 2404 Old 41 Road Phone (941) 947-0266  
 DONITA SPRINGS, FL 34955 Fax (941) 947-1929  
 CERTIFICATE OF AUTHORIZATION #10867

OR: 2655 PG: 2701

**WEDGE WOOD II AT PELICAN STRAND, PHASE 2  
 A CONDOMINIUM**

**Wedge Wood II, Phase 2, Building 11**

A certain lot or parcel of land being a portion of Tract 14, Pelican Strand Replat - 1C, according to the plat thereof, as recorded in Plat Book 31, pages 54-57, of the public records of Collier County, Florida, being more particularly bounded and described as follows:

Commencing at the most Northwesterly corner of said Tract 14 at the Easterly sideline of Pelican Strand Boulevard.

Thence S88°02'18"E along the Northerly side of said Tract 14 891.83 feet to the point of beginning;

Thence continue S88°02'18"E along the Northerly side of said Tract 14 132.88 feet;

Thence S13°16'28"W along Wedge Wood II, Phase 4, 133.88 feet to a point on the

Northerly side of Sand Wedge Lane;

Thence N85°02'16"W along Sand Wedge Lane 2.36 feet;

Thence Northwesterly 71.35 feet along Sand Wedge Lane and the arc of a curve to the left having a radius of 224.00 feet, a central angle of 18°13'05" and being subtended by a chord bearing N77°08'40"W 70.85 feet;

Thence N88°17'21"W along Sand Wedge Lane 58.25 feet;

Thence Northwesterly 14.46 feet along Sand Wedge Lane and the arc of a curve to the right having a radius of 25.00 feet, a central angle of 33°06'02" and being subtended by a chord bearing N89°43'20"W 14.36 feet;

Thence N53°08'18"W along Sand Wedge Lane 3.00 feet;

Thence N12°22'02"E along Wedge Wood II, Phase 8, 163.36 feet to the point of beginning.

Containing 22,053.36 square feet.

Subject to easements, restrictions and reservations of record.

Page 2 of 2  
 See Page 1 for Sketch

DATE	BY	CRD	REVISION/DESCRIPTION
12-18-99	JY	RJD	

NOTE: The undersigned and CONSUL-TECH ENGINEERING, INC. make no representation or guarantee as to the completeness of the information reflected herein pertaining to easements, right-of-way, set-back lines, reservations, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above. CONSUL-TECH ENGINEERING, INC. did not research the public records for matters affecting the lands shown.

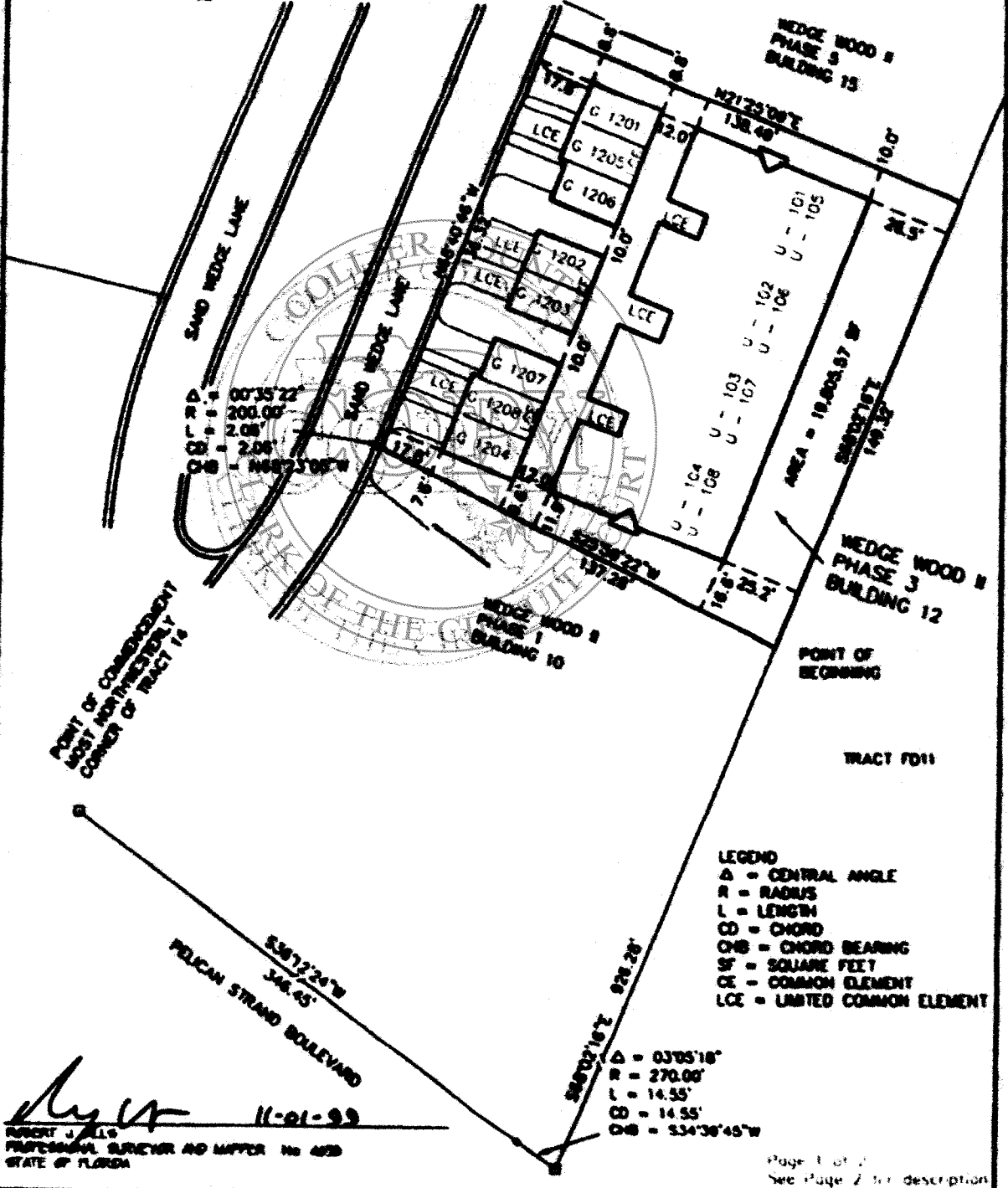
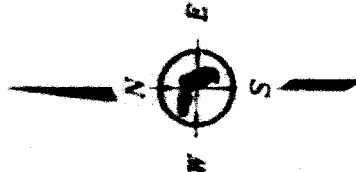
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**CONSUL-TECH ENGINEERING, INC.**  
 Consulting Engineers Land Planners Land Surveyors  
 24024 Old 41 Road Phone (341) 947-0266  
 DONTA SPRINGS, FL 34135 Fax (341) 947-0269  
 CERTIFICATE OF AUTHORIZATION #19887

**LEGAL DESCRIPTION SKETCH - NOT A BOUNDARY SURVEY**



- LEGEND**
- Δ = CENTRAL ANGLE
  - R = RADIUS
  - L = LENGTH
  - CD = CHORD
  - CHB = CHORD BEARING
  - SF = SQUARE FEET
  - CE = COMMON ELEMENT
  - LCE = LIMITED COMMON ELEMENT

Δ = 03°05'18"  
 R = 270.00'  
 L = 14.55'  
 CD = 14.55'  
 CHB = S34°38'45"W

*[Signature]* 11-01-99  
 RICHARD J. LEE  
 PROFESSIONAL SURVEYOR AND MAPPER No. 402  
 STATE OF FLORIDA

Page 1 of 2  
 See Page 2 for description

OR: 2655 PG: 2702

Job No	Drawn By	Checked By	PD	PD	Scale
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**CONSUL-TECH ENGINEERING, INC.**  
 Consulting Engineers Land Planners Land Surveyors  
 2409 Old 41 Road Phone (941) 947-0766  
 DONITA SPRINGS, FL 34936 Fax (941) 947-1929  
 CERTIFICATE OF AUTHORIZATION #20087

OR: 2655 PG: 2703

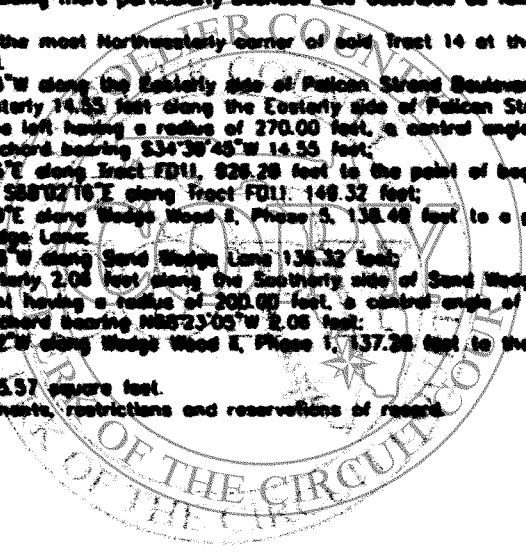
**WEDGE WOOD # AT PELICAN STRAND, PHASE 3  
 A CONDOMINIUM**

**Wedge Wood #, Phase 3, Building 12**

A certain lot or parcel of land being a portion of Tract 14, Pelican Strand Replat - 1C, according to the plat thereof, as recorded in Plat Book 31, pages 54-57, of the public records of Collier County, Florida, being more particularly bounded and described as follows:

Commencing at the most Northwesternly corner of said Tract 14 at the Easterly sideline of Pelican Strand Boulevard.  
 Thence S36°12'24"W along the Easterly side of Pelican Strand Boulevard 346.45 feet;  
 Thence Southwesterly 14.55 feet along the Easterly side of Pelican Strand Boulevard and the arc of a curve to the left having a radius of 270.00 feet, a central angle of 03°05'18" and being subtended by a chord bearing S34°30'48"W 14.55 feet;  
 Thence S68°02'16"E along Tract FD11, 828.28 feet to the point of beginning;  
 Thence continue S68°02'16"E along Tract FD11: 148.32 feet;  
 Thence N21°25'00"E along Wedge Wood #, Phase 3, 138.48 feet to a point on the Southerly side of Sand Wedge Lane;  
 Thence N68°40'48"W along Sand Wedge Lane 136.32 feet;  
 Thence Northwesternly 2.08 feet along the Southerly side of Sand Wedge Lane and the arc of a curve to the right having a radius of 200.00 feet, a central angle of 00°35'22" and being subtended by a chord bearing N68°23'00"W 2.08 feet;  
 Thence S25°58'22"W along Wedge Wood #, Phase 3, 137.28 feet to the point of beginning.

Containing 19,805.57 square feet.  
 Subject to easements, restrictions and reservations of record.



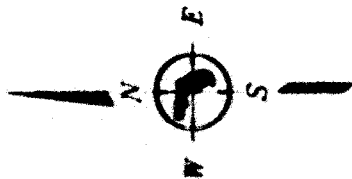
Page 2 of 2  
 See Page 1 for sketch

UPDATES/REVISIONS	DATE	BY	CHKD	NOTE		
REVISED DESCRIPTION	10-10-99	JY	JRB	NOTE: The undersigned and CONSUL-TECH ENGINEERING, INC. make no representation or guarantee as to the completeness of the information reflected herein pertaining to easements, right-of-way, set-back lines, reservations, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above. CONSUL-TECH ENGINEERING, INC. did not research the public records for matters affecting the lands shown. NOTE: This instrument is the property of CONSUL-TECH ENGINEERING, INC. and shall not be reproduced in whole or in part without written permission of CONSUL-TECH ENGINEERING, INC.		
Job No	Proj #	Drawn By	Checked By	FD	PD	Scale

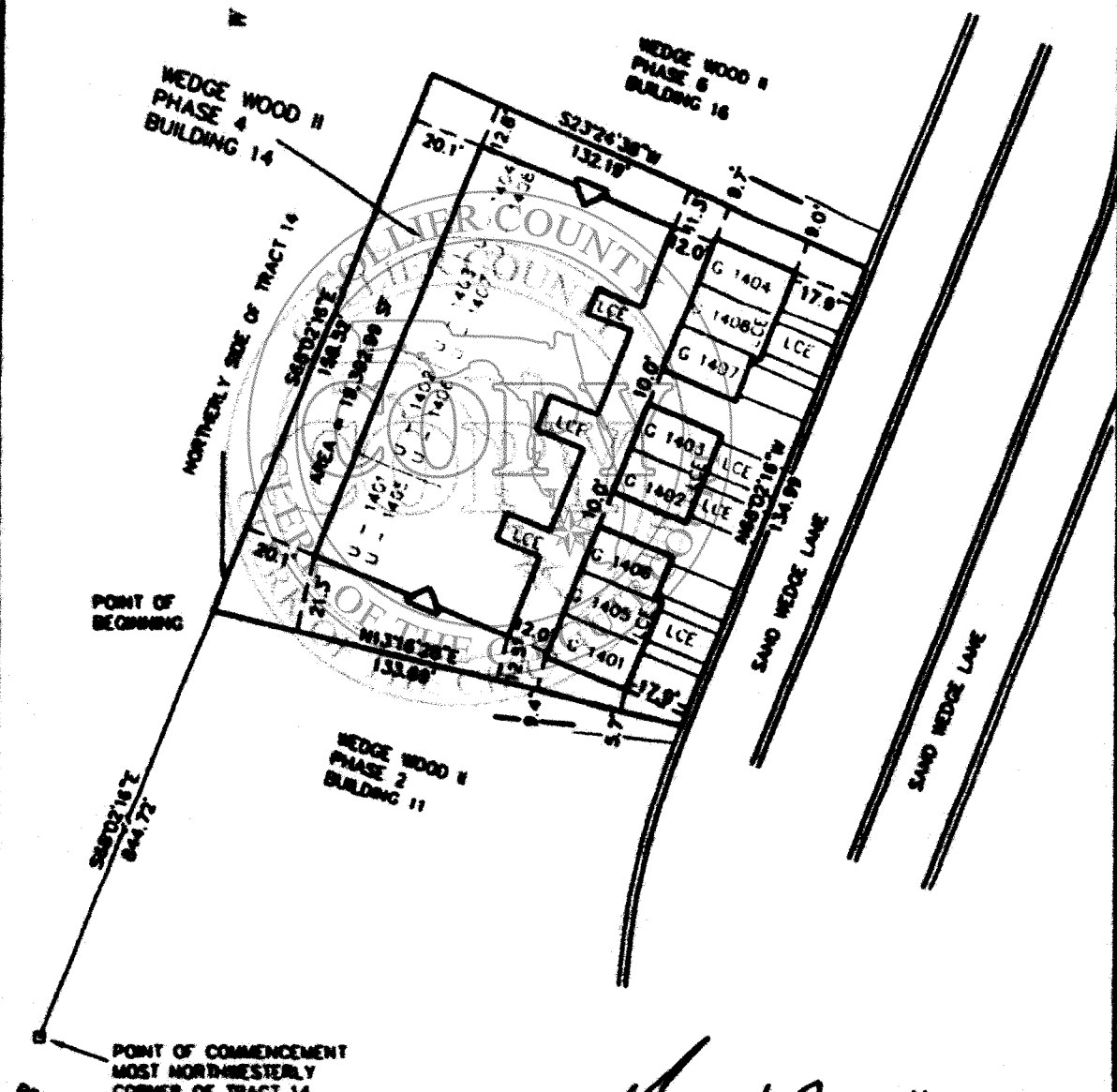


**CONSUL-TECH ENGINEERING, INC.**  
 Consulting Engineers Land Planners Land Surveyors  
 2409 Old 41 Road Phone (941) 947-0266  
 DONITA SPRINGS, FL 34135 Fax (941) 947-1989  
 CERTIFICATE OF AUTHORIZATION 859987

**LEGAL DESCRIPTION SKETCH - NOT A BOUNDARY SURVEY**



OR: 2655 PG: 2704



**LEGEND**  
 Δ = CENTRAL ANGLE  
 R = RADIUS  
 L = LENGTH  
 CD = CHORD  
 CB = CHORD BEARING  
 SF = SQUARE FEET  
 CE = COMMON ELEMENT  
 LCE = LIMITED COMMON ELEMENT

*[Signature]* 11-01-99  
 ROBERT J. [Name]  
 PROFESSIONAL SURVEYOR AND MAPPER No. 4058  
 STATE OF FLORIDA

Page 3 of 7  
 See Page 2 for description

Job No	Page #	Drawn By	Checked By	PD	PD	Scale
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 24021 Old 41 Road Phone (941) 947-0266  
 DONITA SPRINGS, FL 34135 Fax (941) 947-1929  
 CERTIFICATE OF AUTHORIZATION #00067

OR: 2655 PG: 2705

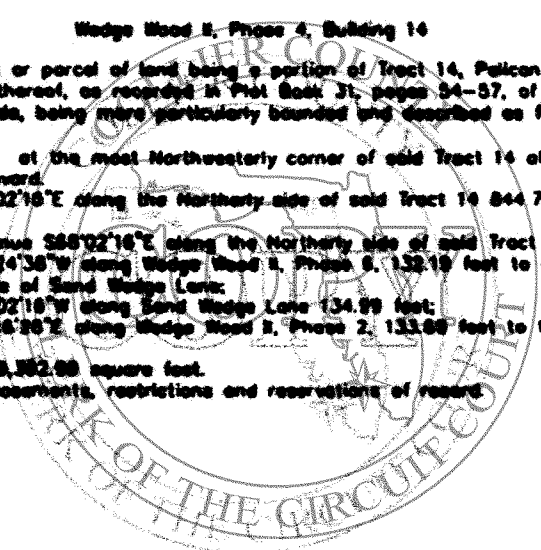
**WEDGE WOOD II AT PELICAN STRAND, PHASE 4  
 A CONDOMINIUM**

**Wedge Wood II, Phase 4, Building 10**

A certain lot or parcel of land being a portion of Tract 14, Pelican Strand Replat - 1C, according to the plat thereof, as recorded in Plat Book JI, pages 54-57, of the public records of Collier County, Florida, being more particularly bounded and described as follows:

Commencing at the most northwesterly corner of said Tract 14 at the easterly sideline of Pelican Strand Boulevard.  
 Thence S88°02'18"E along the northerly side of said Tract 14 844.72 feet to the point of beginning;  
 Thence continue S88°02'18"E along the northerly side of said Tract 14 158.52 feet;  
 Thence S23°24'38"W along Wedge Wood II, Phase 4, 132.18 feet to a point on the northerly side of Sand Wedge Lane;  
 Thence N88°02'18"W along Sand Wedge Lane 134.89 feet;  
 Thence N15°18'28"E along Wedge Wood II, Phase 2, 133.88 feet to the point of beginning.

Containing 19,382.88 square feet.  
 Subject to easements, restrictions and reservations of record.



Page 2 of 2  
 See page 1 for sketch

UPDATES/REVISIONS	DATE	BY	CAD	NOTE: The undersigned and CONSUL-TECH ENGINEERING, INC. make no representations or warranties as to the completeness or the information reflected herein pertaining to easements, right-of-way, set-back lines, reservations, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above. CONSUL-TECH ENGINEERING, INC. did not research the public records for matters affecting the lands shown. NOTE: This instrument is the property of CONSUL-TECH ENGINEERING, INC. and shall not be reproduced in whole or in part without written permission of CONSUL-TECH ENGINEERING, INC.			
REVISED DESCRIPTION	11-18-99	JY	R.D.				
Job No				Checked By:	FD	PG	Scale

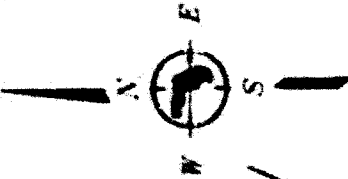


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2409 Old 41 Road Phone (941) 947-0266  
DONITA SPRINGS, FL 34135 Fax (941) 947-1929  
CERTIFICATE OF AUTHORIZATION #19987

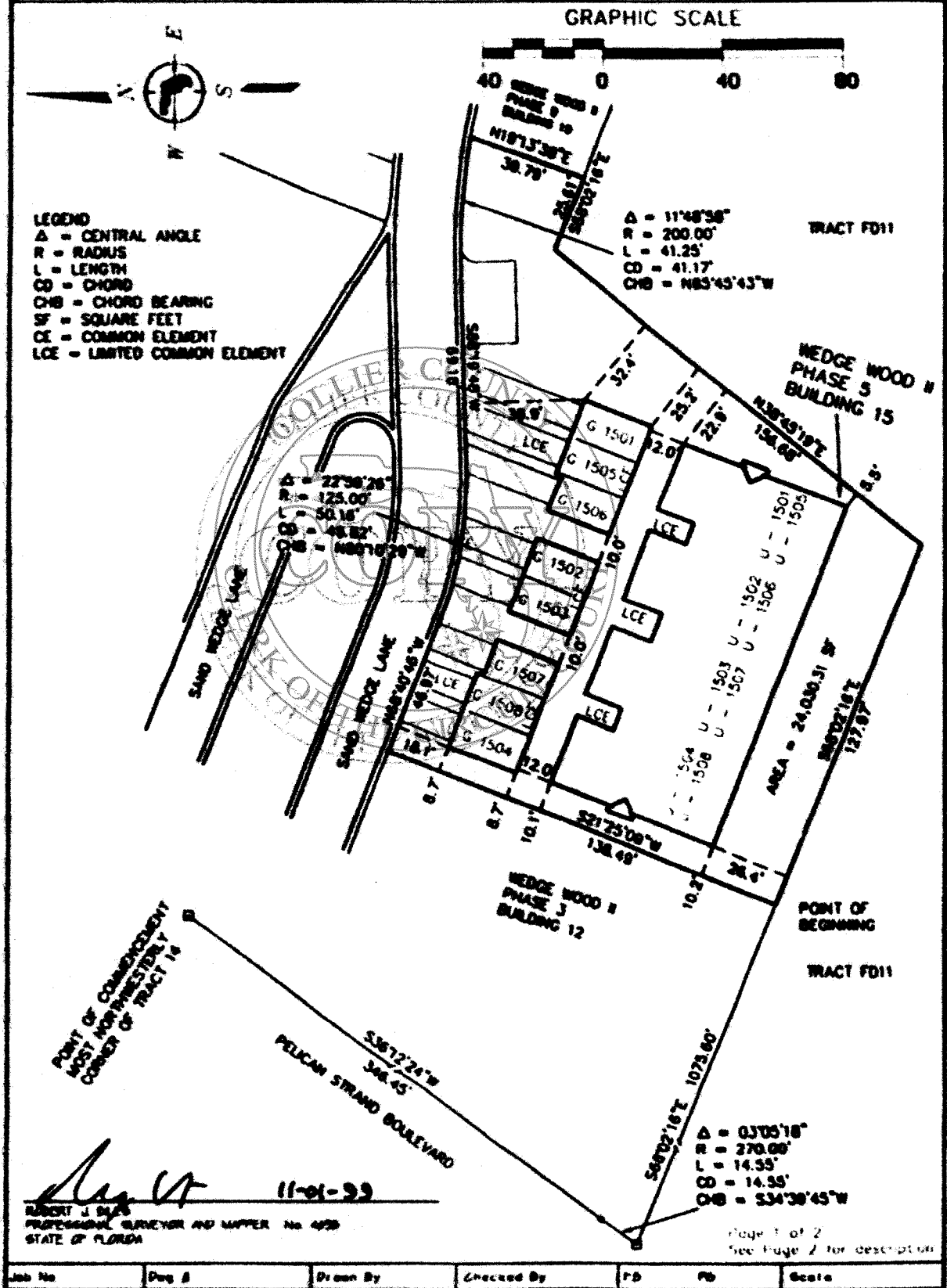
## LEGAL DESCRIPTION SKETCH - NOT A BOUNDARY SURVEY

GRAPHIC SCALE



**LEGEND**  
 Δ = CENTRAL ANGLE  
 R = RADIUS  
 L = LENGTH  
 CD = CHORD  
 CHB = CHORD BEARING  
 SF = SQUARE FEET  
 CE = COMMON ELEMENT  
 LCE = LIMITED COMMON ELEMENT

OR: 2655 PG: 2706



*[Signature]* 11-01-99  
 ROBERT J. SAYS  
 PROFESSIONAL SURVEYOR AND MAPPER No. 4928  
 STATE OF FLORIDA

Page 1 of 2  
See Page 2 for description

Job No	Drawn By	Checked By	FD	FD	Scale
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 Consulting Engineers Land Planners Land Surveyors  
 24894 Old 41 Road Phone (941) 947-0266  
 DONITA SPRINGS, FL 34935 Fax (941) 947-1929  
 CERTIFICATE OF AUTHORIZATION #00067

OR: 2655 PG: 2707

**WEDGE WOOD II AT PELICAN STRAND, PHASE 3  
 A CONDOMINIUM**

**Wedge Wood II, Phase 3, Building 15**

A certain lot or parcel of land being a portion of Tract 14, Pelican Strand Replat - 1C, according to the plat thereof, as recorded in Plat Book 31, pages 54-57, of the public records of Collier County, Florida, being more particularly bounded and described as follows:

Commencing at the most Northeasterly corner of said Tract 14 at the Easterly sideline of Pelican Strand Boulevard;  
 Thence S36°12'24"W along the Easterly side of Pelican Strand Boulevard 346.45 feet;  
 Thence Southeasterly 14.55 feet along the Easterly side of Pelican Strand Boulevard and the arc of a curve to the left having a radius of 270.00 feet, a central angle of 03°05'18" and being subtended by a chord bearing S34°38'45"W 14.55 feet;  
 Thence S88°02'16"E along Tract FD11, 1073.20 feet to the point of beginning;  
 Thence continue S88°02'16"E along Tract FD11, 137.97 feet;  
 Thence N38°45'19"E along Tract FD11, 156.88 feet;  
 Thence S88°02'16"E along Tract FD11, 25.61 feet;  
 Thence N10°13'38"E along Wedge Wood II, Phase 3, 38.79 feet to a point on the Southerly side of Sand Wedge Lane;  
 Thence Northeasterly 41.25 feet along Sand Wedge Lane and the arc of a curve to the left having a radius of 200.00 feet, a central angle of 11°46'58" and being subtended by a chord bearing N85°45'43"W 41.17 feet;  
 Thence S88°16'48"W along Sand Wedge Lane 68.16 feet;  
 Thence Northeasterly 50.15 feet along the Southerly side of Sand Wedge Lane and the arc of a curve to the right having a radius of 125.00 feet, a central angle of 22°58'26" and being subtended by a chord bearing N80°10'39"W 48.82 feet;  
 Thence N88°40'46"W along Sand Wedge Lane 48.97 feet;  
 Thence S21°25'00"W along Wedge Wood II, Phase 3, 138.48 feet to the point of beginning.

Containing 24,030.31 square feet.  
 Subject to assessments, restrictions and reservations of record.

Page 2 of 2  
 See Page 1 for sketch

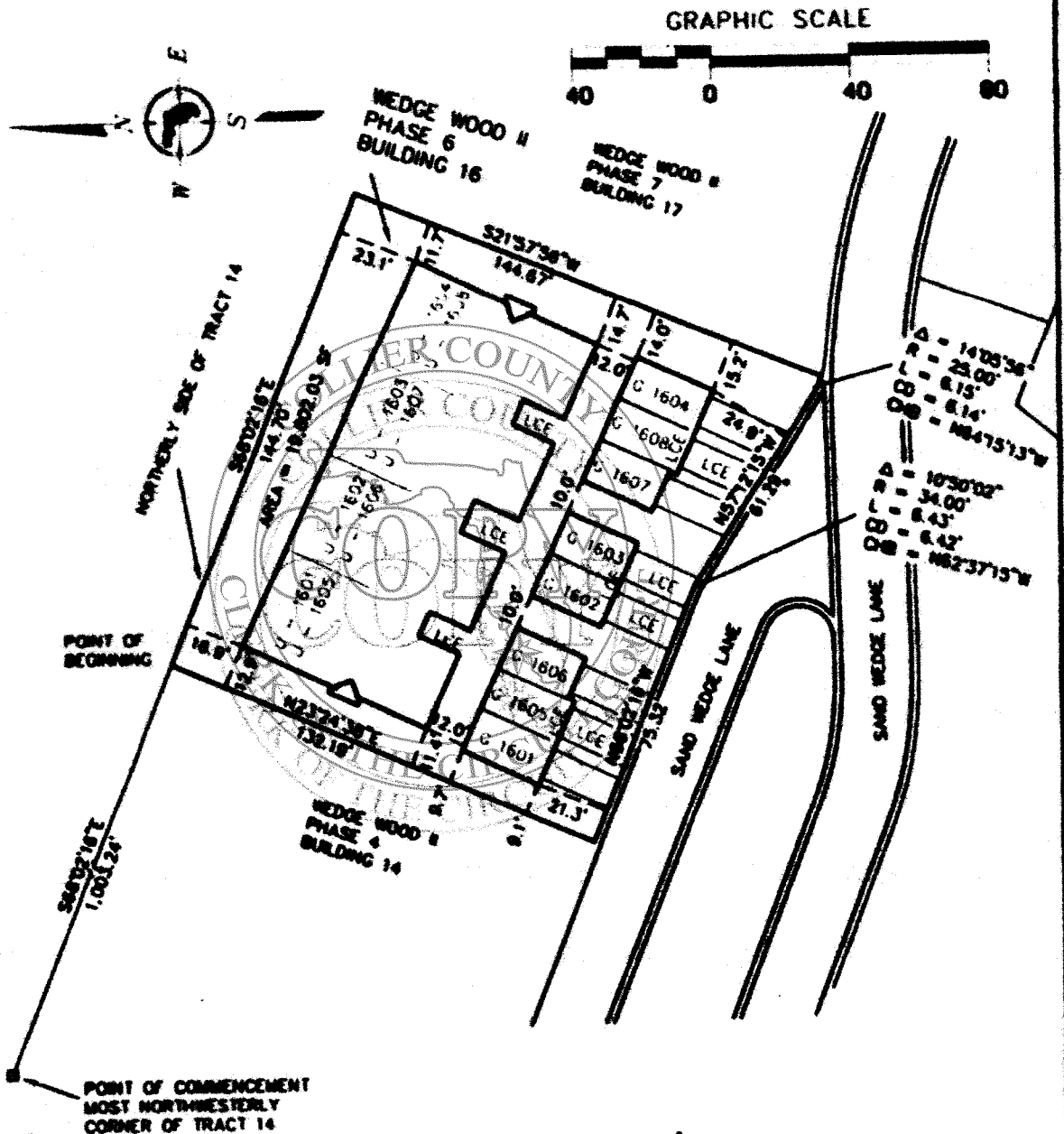
UPDATES/REVISIONS	DATE	BY	CKD	NOTE: The undersigned and CONSUL-TECH ENGINEERING, INC. make no representations or warranties as to the completeness of the information reflected herein pertaining to assessments, right-of-way, set-back lines, reservations, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the referenced above. CONSUL-TECH ENGINEERING, INC. did not research the public records for matters affecting the lands shown. NOTE: This instrument is the property of CONSUL-TECH ENGINEERING, INC. and shall not be reproduced in whole or in part without written permission of CONSUL-TECH ENGINEERING, INC.			
REVISED DESCRIPTION	10-26-99	JY	R.B.				
Job No		Drawn By		Checked By			Scale



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 Consulting Engineers Land Planners Land Surveyors  
 24054 Old 41 Road Phone (341) 947-0266  
 DONITA SPRINGS, FL 34135 Fax (341) 947-1929  
 CERTIFICATE OF AUTHORIZATION #88887

**LEGAL DESCRIPTION SKETCH - NOT A BOUNDARY SURVEY**

OR: 2655 PG: 2708



POINT OF COMMENCEMENT  
 MOST NORTHWESTERLY  
 CORNER OF TRACT 14

PELICAN STRAND BOULEVARD

*Robert J. Miles* 11-01-99  
 ROBERT J. MILES  
 PROFESSIONAL SURVEYOR NO. 4038  
 STATE OF FLORIDA

- LEGEND**
- Δ = CENTRAL ANGLE
  - R = RADIUS
  - L = LENGTH
  - CD = CHORD
  - CHB = CHORD BEARING
  - SF = SQUARE FEET
  - CE = COMMON ELEMENT
  - LCE = LIMITED COMMON ELEMENT

Page 1 of 2  
 See Page 2 for description

Job No	Drawn By	Checked By	PD	Pb	Scale
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 Consulting Engineers Land Planners Land Surveyors  
 2409 Old 41 Road Phone (941) 947-0166  
 DONITA SPRINGS, FL 34935 Fax (941) 947-1929  
 CERTIFICATE OF AUTHORIZATION #19867

OR: 2655 PG: 2709

**WEDGE WOOD # AT PELICAN STRAND, PHASE 6  
 A CONDOMINIUM**

**Wedge Wood #, Phase 6, Building 16**

A certain lot or parcel of land being a portion of Tract 14, Pelican Strand Replat - 1C, according to the plat thereof, as recorded in Plat Book 31, pages 94-97, of the public records of Collier County, Florida, being more particularly bounded and described as follows:

Commencing at the most northeasterly corner of said Tract 14 at the Easterly sideline of Pelican Strand Boulevard.  
 Thence S88°02'16"E along the Northerly side of said Tract 14 1,003.24 feet to the point of beginning;  
 Thence continue S88°02'16"E along the Northerly side of said Tract 14 144.70 feet;  
 Thence S21°57'56"W along Wedge Wood #, Phase 7, 144.67 feet to a point on the Northerly side of Sand Wedge Lane;  
 Thence Northeasterly 8.15 feet along Sand Wedge Lane and the arc of a curve to the right having a radius of 25.00 feet, a central angle of 19°00'26" and being subtended by a chord bearing N64°15'13"W 6.14 feet;  
 Thence N57°12'16"W along Sand Wedge Lane 51.28 feet;  
 Thence Northeasterly 6.43 feet along Sand Wedge Lane and the arc of a curve to the left having a radius of 34.00 feet, a central angle of 10°30'02" and being subtended by a chord bearing N62°37'15"W 6.42 feet;  
 Thence N88°02'16"W along Sand Wedge Lane 73.52 feet;  
 Thence N23°24'38"E along Wedge Wood #, Phase 4, 132.18 feet to the point of beginning.

Containing 19,802.03 square feet.  
 Subject to assessments, restrictions and reservations of record.

Page 2 of 2  
 See Page 1 for sketch

UPDATES/REVISIONS	DATE	BY	CHKD	NOTE			
REVISED DESCRIPTION	11-26-99	JY	K.B.	NOTE: The undersigned and <b>CONSUL-TECH ENGINEERING, INC.</b> make no representation or guarantee as to the completeness of the information reflected herein pertaining to easements, right-of-way, set-back lines, reservations, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above. <b>CONSUL-TECH ENGINEERING, INC.</b> does not warrant the public records for matters affecting the lands shown here. This instrument is the property of <b>CONSUL-TECH ENGINEERING, INC.</b> and shall not be reproduced in whole or in part without written permission of <b>CONSUL-TECH ENGINEERING, INC.</b>			
Job No.		Drawn By		Checked By			Scale





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 DONITA SPRINGS, FL 34135 Fax (941) 947-1989  
 CERTIFICATE OF AUTHORIZATION #L99627

OR: 2655 PG: 2711

WEDGE WOOD II AT PELICAN STRAND, PHASE 7  
 A CONDOMINIUM

Wedge Wood II, Phase 7, Building 17

A certain lot or parcel of land being a portion of Tract 14, Pelican Strand Replat - 1C, according to the plat thereof, as recorded in Plat Book 31, pages 54-57, of the public records of Collier County, Florida, being more particularly bounded and described as follows:

Commencing at the most Northeastly corner of said Tract 14 at the Easterly sideline of Pelican Strand Boulevard.  
 Thence S68°02'16"E along the Northerly side of said Tract 14 1,147.94 feet to the point of beginning;  
 Thence continue S68°02'16"E along the Northerly side of said Tract 14 146.45 feet;  
 Thence S20°49'08"W along Wedge Wood II, Phase 6, 135.64 feet to a point on the Northerly side of Sand Wedge Lane;  
 Thence Northeastly 72.69 feet along Sand Wedge Lane and the arc of a curve to the left having a radius of 750.00 feet, a central angle of 05°33'11" and being subtended by a chord bearing N85°11'07"W 72.69 feet;  
 Thence Northeastly 71.35 feet along Sand Wedge Lane and the arc of a curve to the left having a radius of 224.00 feet, a central angle of 18°55'02" and being subtended by a chord bearing N77°18'11"W 71.05 feet;  
 Thence Northeastly 6.60 feet along Sand Wedge Lane and the arc of a curve to the right having a radius of 25.00 feet, a central angle of 150°7'31" and being subtended by a chord bearing N78°51'58"W 8.58 feet;  
 Thence N21°57'56"E along Wedge Wood II, Phase 6, 144.67 feet to the point of beginning.

Containing 19,939.06 square feet.  
 Subject to easements, restrictions and reservations of record.

Page 2 of 2  
 See Page 1 for sketch

UPDATES/REVISIONS	DATE	BY	CAJ	NOTE
REVIEW DESCRIPTION	10-20-99	JY	R.B.	NOTE: The undersigned and CONSUL-TECH ENGINEERING, INC. make no representation or guarantee as to the completeness or the information reflected herein pertaining to easements, right-of-way, set-back lines, record and agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above. CONSUL-TECH ENGINEERING, INC. did not research the public records for matters affecting the lands shown.
				NOTE: This instrument is the property of CONSUL-TECH ENGINEERING, INC. and shall not be reproduced in whole or in part without written permission of CONSUL-TECH ENGINEERING, INC.
Job No	Draw #	Drawn By	Checked By	FB
				FB
				Scale



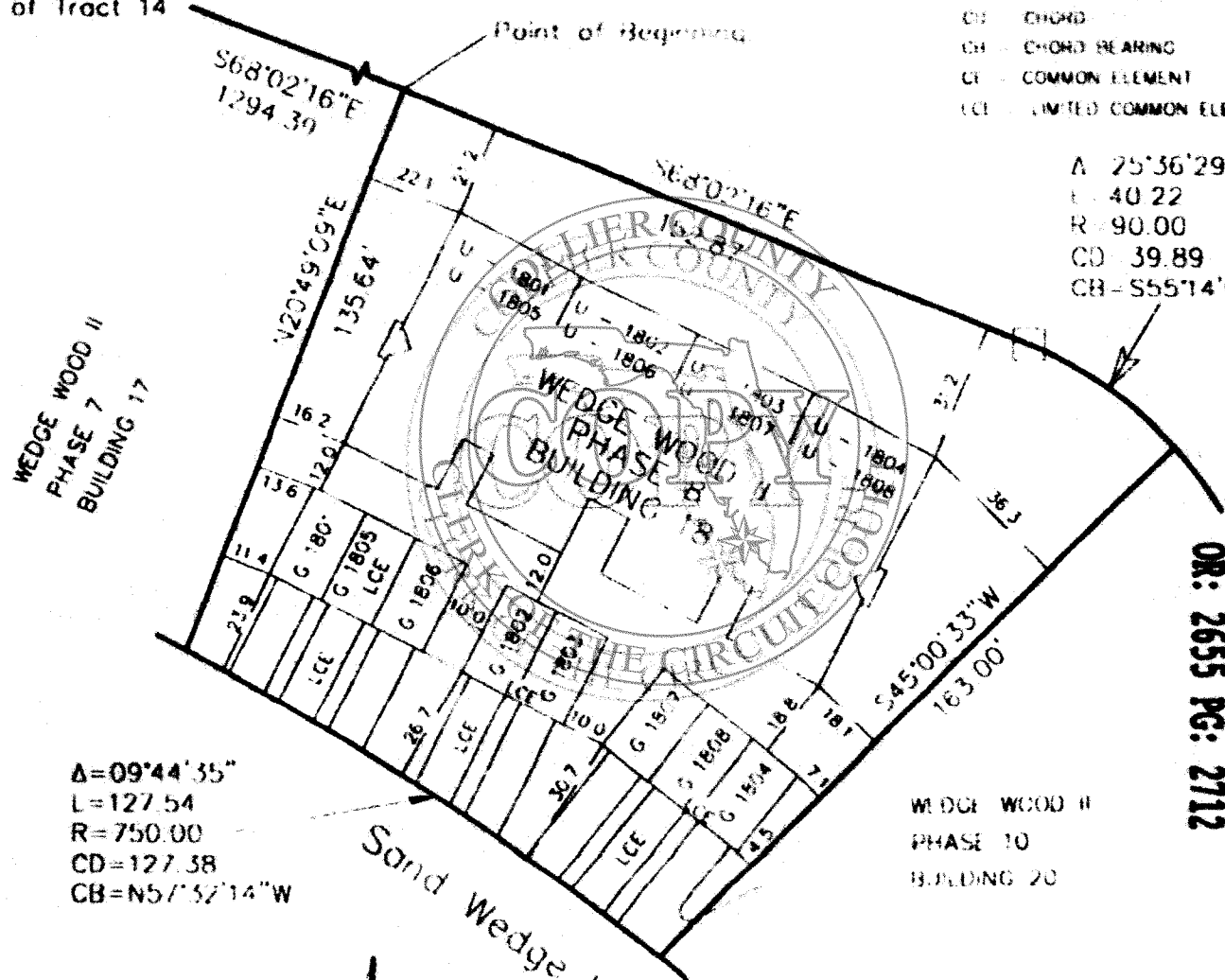
# CONSUL-TECH ENGINEERING, INC.

Consulting Engineers Land Planners Land Surveyors  
 24831 Old 41 Road Phone (941) 947-0888  
 BONITA SPRING, FL. 34135 Fax (941) 947-0883

## LEGAL DESCRIPTION SKETCH - NOT A SURVEY

Point of Commencement  
 Most Northwestern corner  
 of Tract 14

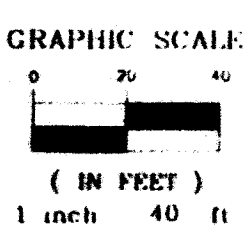
- LEGEND
- A - CENTRAL ANGLE
  - R - RADIUS
  - L - LENGTH
  - CD - CHORD
  - CB - CHORD BEARING
  - CE - COMMON ELEMENT
  - LCE - LIMITED COMMON ELEMENT



A = 75°36'29"  
 L = 40.22  
 R = 90.00  
 CD = 39.89  
 CB = S55°14'02"E

A = 09°44'35"  
 L = 127.54  
 R = 750.00  
 CD = 127.38  
 CB = N57°52'14"W

OR: 2655 PG: 2712



*Robert J. Hills*  
 Robert J. Hills  
 Professional Surveyor and Mapper No. 4698  
 State of Florida

Page 1 of 2  
 See Page 2 for description



# CONSUL-TECH ENGINEERING, INC.

Consulting Engineers Land Planners Land Surveyors  
24831 Old 41 Road  
BONITA SPRING, FL. 34135

Phone (941) 947-0888  
Fax (941) 947-1323

OR: 2655 PG: 2713

WEDGE WOOD II AT PELICAN STRAND, PHASE 8  
A CONDOMINIUM

WEDGE WOOD II, PHASE 8, BUILDING 18

A certain lot or parcel of land being a portion of Tract 14, Pelican Strand Replat - 1C, according to the plat thereof, as recorded in Plat Book 31, pages 54-57, of the public records of Collier County, Florida, being more particularly bounded and described as follows:

Commencing at the most northwesterly corner of said Tract 14 at the easterly side of Pelican Strand Boulevard; thence S68°02'16"E 1294.39 feet to the Point of Beginning of the parcel herein described;

Thence continuing S68°02'16"E 152.87 feet;

Thence 40.22 feet along the arc of a circular curve concave southwest, having a radius of 90.00, through a central angle of 25°36'29" and being subtended by a chord which bears S55°14'02"E 39.89 feet;

Thence S45°00'33"W 163.00 feet;

Thence 127.54 feet along the arc of a circular curve concave southwesterly, having a radius of 750.00 feet, through a central angle of 09°44'35" and being subtended by a chord which bears N57°32'14"W 127.38 feet;

Thence N20°49'09"E 135.64 feet to the Point of Beginning of the parcel herein described;

Subject to easements, restrictions, and reservations of record.

Revised Description : 10-20-99

Page 2 of 2

See Page 1 for sketch



# CONSUL-TECH ENGINEERING, INC.

Consulting Engineers Land Planners Land Surveyors  
 24831 Old 41 Road Phone (941) 947-0288  
 BONITA SPRING, FL. 34135 Fax (941) 947-1323

OR: 2655 PG: 2714

WEDGE WOOD II AT PELICAN STRAND, PHASE 9  
 A CONDOMINIUM

WEDGE WOOD II, PHASE 9, BUILDING 19

A certain lot or parcel of land being a portion of Tract 14, Pelican Strand Replat - 1C, according to the plat thereof, as recorded in Plat Book 31, pages 54-57, of the public records of Collier County, Florida, being more particularly bounded and described as follows:

Commencing at the most northwesterly corner of said Tract 14 at the easterly side of Pelican Strand Boulevard; thence S36°12'24"W 346.45 feet; thence S68°02'16"E 1203.57 feet; thence N38°45'19"E 156.68 feet; thence S68°02'16"E 25.61 feet to the Point of Beginning of the parcel herein described;  
 Thence N19°13'38"E 39.79 feet;  
 Thence 40.85 feet along the arc of a circular curve concave southwesterly, having a radius of 198.00 feet, through a central angle of 11°49'12" and being subtended by a chord which bears S73°49'36"E 40.78 feet;  
 Thence 73.75 feet along the arc of a circular curve concave southwesterly, having a radius of 726.00 feet, through a central angle of 05°49'14" and being subtended by a chord which bears S65°00'22"E 73.72 feet;  
 Thence 76.43 feet along the arc of a circular curve concave southwesterly, having a radius of 73.00 feet, through a central angle of 59°59'24" and being subtended by a chord which bears S32°06'03"E 72.99 feet;  
 Thence S02°06'21"E 41.57 feet;  
 Thence 73.82 feet along the arc of a circular curve concave northeasterly, having a radius of 47.00 feet, through a central angle of 89°59'38" and being subtended by a chord which bears S47°06'10"E 66.46 feet;  
 Thence S02°06'22"E 7.06 feet;  
 Thence S87°53'38"W 26.04 feet;  
 Thence S76°10'01"W 156.55 feet;  
 Thence N02°06'22"W 189.56 feet;  
 Thence N68°02'16"W 25.62 feet to the Point of Beginning of the Parcel herein described;

Subject to easements, restrictions, and reservations of record



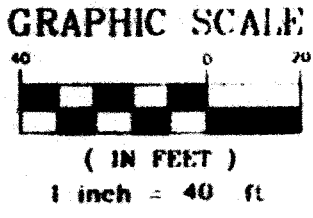
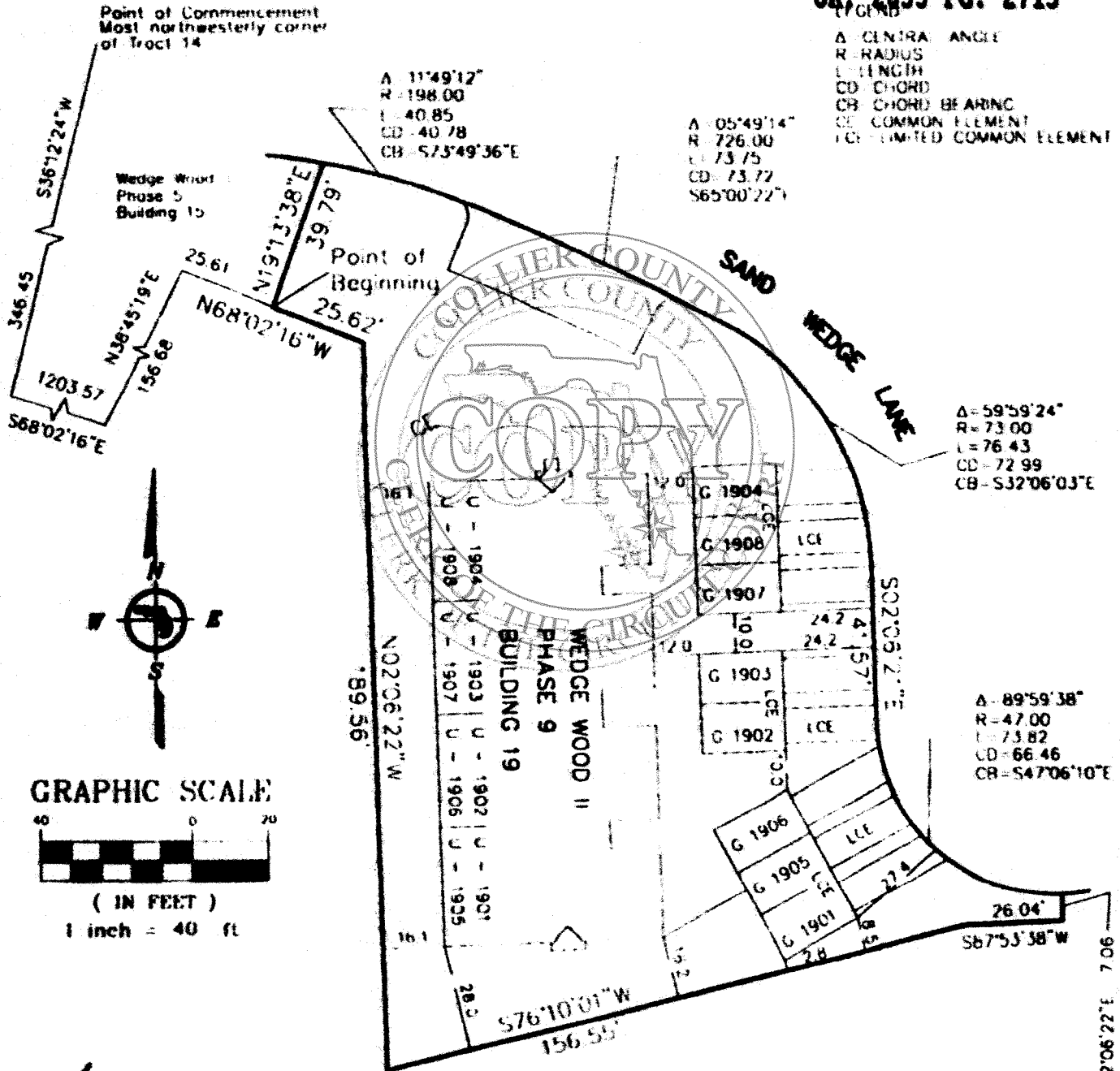
# CONSUL-TECH ENGINEERING, INC.

Consulting Engineers Land Planners Land Surveyors  
 24831 Old 41 Road  
 BONTA SPRING, FL 34135  
 Phone (848) 947-0286  
 Fax (848) 947-1223

## LEGAL DESCRIPTION SKETCH - NOT A BOUNDARY SURVEY

OR: 2655 PG: 2715

LEGEND  
 Δ - CENTRAL ANGLE  
 R - RADIUS  
 L - LENGTH  
 CD - CHORD  
 CB - CHORD BEARING  
 CE - COMMON ELEMENT  
 LCE - LIMITED COMMON ELEMENT



*Robert J. Bills*  
 Robert J. Bills  
 Professional Surveyor and Mapper No. 4698  
 State of Florida

11-01-99  
 CLUSTER III, A CONDOMINIUM  
 Page 1 of 2  
 See Page 2 for description



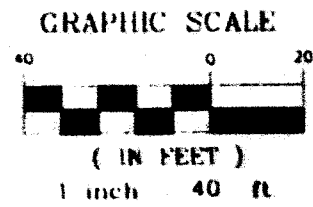
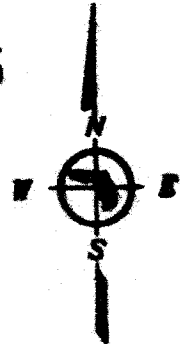
# CONSUL-TECH ENGINEERING, INC.

Consulting Engineers Land Planners Land Surveyors  
24891 Old 41 Road Phone (940) 947-0288  
BONITA SPRINGS, FL. 34135 Fax (940) 947-0333

## LEGAL DESCRIPTION SKETCH - NOT A BOUNDARY SURVEY

Point of Commencement  
Most Northwesterly corner  
of Tract 14

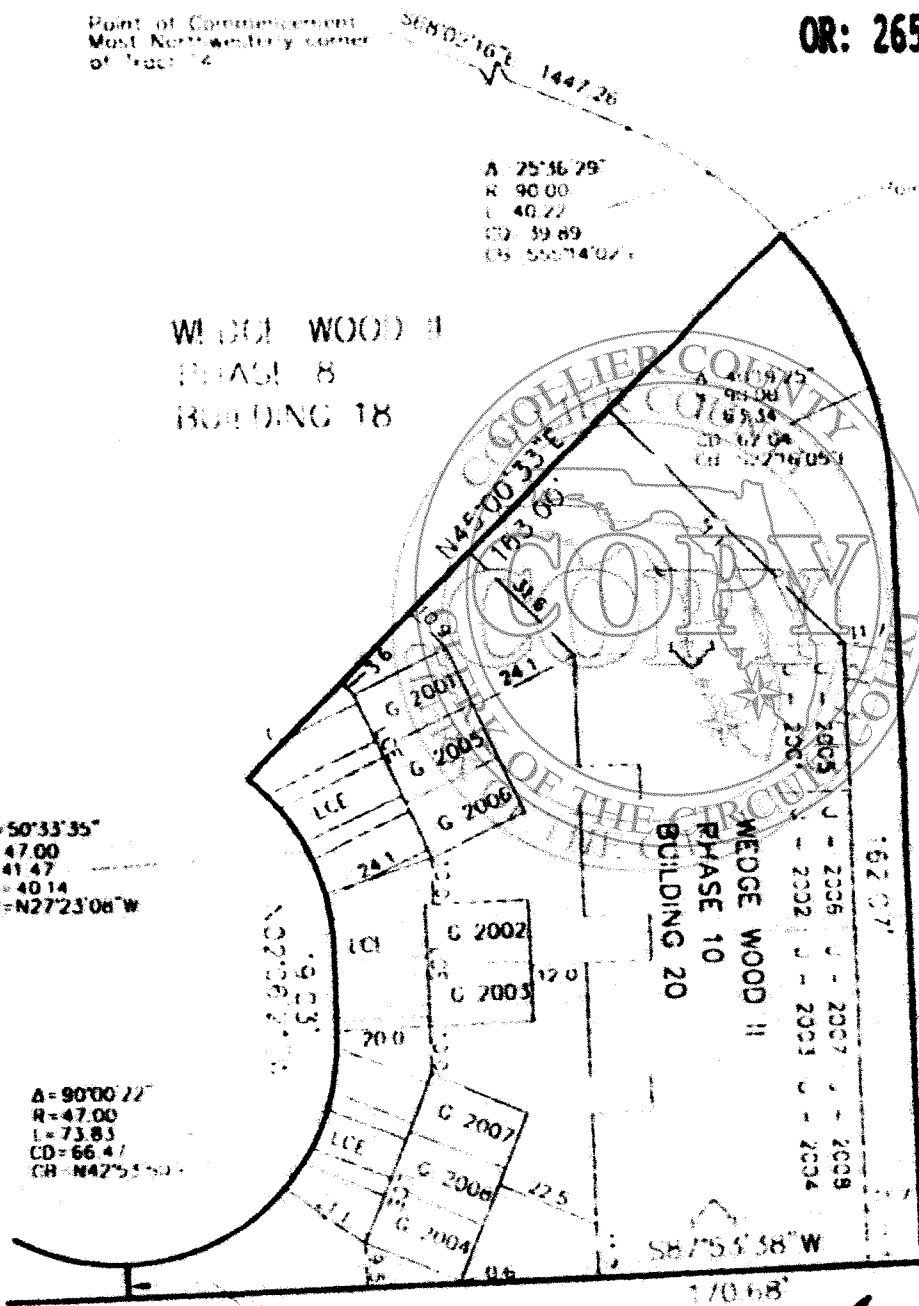
OR: 2655 PG: 2716



LEGEND  
A - CENTRAL ANGLE  
R - RADIUS  
L - LENGTH  
CD - CHORD DISTANCE  
CB - CHORD BEARING  
CE - COMMON ELEMENT  
LCE - LIMITED COMMON ELEMENT

WEDGE WOOD II  
PHASE 8  
BUILDING 18

WEDGE WOOD II  
PHASE 10  
BUILDING 20



$\Delta = 50^\circ 33' 35''$   
 $R = 47.00$   
 $L = 41.47$   
 $CD = 40.14$   
 $CB = N27^\circ 23' 08'' W$

$\Delta = 90^\circ 00' 22''$   
 $R = 47.00$   
 $L = 73.83$   
 $CD = 66.47$   
 $CB = N42^\circ 53' 50'' W$

*Robert J. Hill* 11-01-99

Robert J. Hill  
Professional Surveyor, License No. 4698  
State of Florida

CLUBSIDE II, A CONDOMINIUM

Map of Clubside II, A Condominium  
See Appendix for description



# CONSUL-TECH ENGINEERING, INC.

Consulting Engineers Land Planners Land Surveyors  
 24821 Old 41 Road Phone (941) 947-0208  
 BONITA SPRING, FL. 34135 Fax (941) 947-0393

OR: 2655 PG: 2717

WEDGE WOOD II AT PELICAN STRAND, PHASE 10  
 A CONDOMINIUM

WEDGE WOOD II, PHASE 10, BUILDING 20

A certain lot or parcel of land being a portion of Tract 14, Pelican Strand Replat - 1C, according to the plat thereof, as recorded in Plat Book 31, pages 54-57, of the public records of Collier County, Florida, being more particularly bounded and described as follows:

Commencing at the most northwesterly corner of said Tract 14 at the easterly side of Pelican Strand Boulevard; thence  $S68^{\circ}02'16''E$  1447.26 feet; thence 40.22 feet along the arc of a circular curve concave southwesterly, having a radius of 90.00 feet, through a central angle of  $25^{\circ}36'29''$  and being subtended by a chord which bears  $S55^{\circ}14'02''E$  39.89 feet to the Point of Beginning of the Parcel herein described;

Thence continuing along said curve, 63.34 feet along the arc of a circular curve concave southwesterly, having a radius of 90.00 feet, through a central angle of  $40^{\circ}19'25''$  and being subtended by a chord which bears  $S22^{\circ}16'05''E$  62.04 feet;

Thence  $S02^{\circ}06'22''E$  162.07 feet;

Thence  $S87^{\circ}53'38''W$  170.68 feet;

Thence  $N02^{\circ}06'22''W$  7.06 feet;

Thence 73.83 feet along the arc of a circular curve concave northwesterly, having a radius of 47.00 feet, through a central angle of  $90^{\circ}00'22''$  and being subtended by a chord which bears  $N42^{\circ}53'50''E$  66.47 feet;

Thence  $N02^{\circ}06'21''W$  19.03 feet;

Thence 41.47 feet along the arc of a circular curve concave southwesterly, having a radius of 47.00 feet, through a central angle of  $50^{\circ}33'35''$  and being subtended by a chord which bears  $N27^{\circ}23'08''W$  40.14 feet;

Thence  $N45^{\circ}00'33''E$  163.00 feet to the Point of Beginning of the Parcel herein described;

Subject to easements, restrictions, and reservations of record.

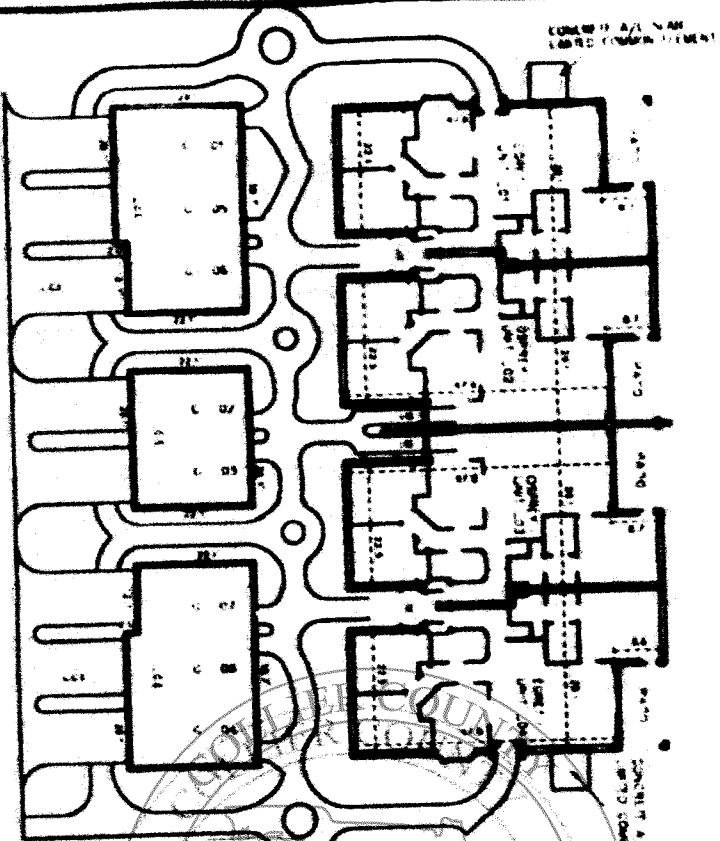
Revised Description : 10-20-99

Page 2 of 2  
 See Page 1 for sketch

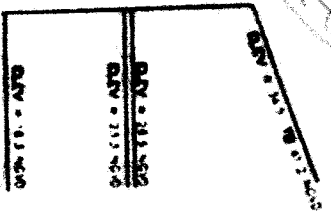
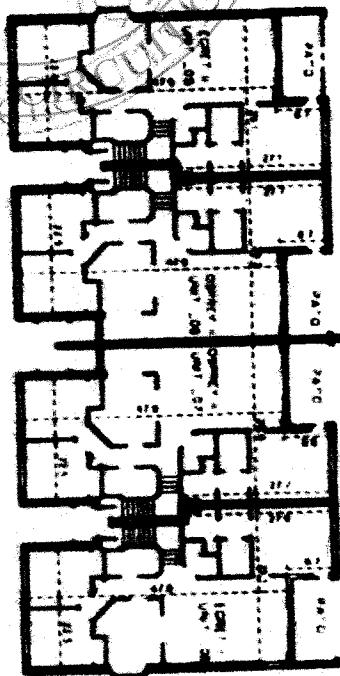
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# WEDGE WOOD II AT PELICAN STRAND A CONDOMINIUM

## FIRST FLOOR PLAN



## SECOND FLOOR PLAN



ELEVATIONS

**NOTES**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

2. FINISHES TO BE DETERMINED BY ARCHITECT.

3. SEE ARCHITECT'S SPECIFICATIONS FOR MATERIALS AND METHODS OF CONSTRUCTION.

4. SEE ARCHITECT'S SPECIFICATIONS FOR MECHANICAL AND ELECTRICAL SYSTEMS.

5. SEE ARCHITECT'S SPECIFICATIONS FOR PAINTS AND COATINGS.

6. SEE ARCHITECT'S SPECIFICATIONS FOR FLOORING AND CEILING.

7. SEE ARCHITECT'S SPECIFICATIONS FOR WALLS AND PARTITIONS.

8. SEE ARCHITECT'S SPECIFICATIONS FOR DOORS AND WINDOWS.

9. SEE ARCHITECT'S SPECIFICATIONS FOR STAIRS AND RAMP.

10. SEE ARCHITECT'S SPECIFICATIONS FOR ELEVATORS.

11. SEE ARCHITECT'S SPECIFICATIONS FOR COMMON AREAS.

12. SEE ARCHITECT'S SPECIFICATIONS FOR EXTERIOR FINISHES.

13. SEE ARCHITECT'S SPECIFICATIONS FOR LANDSCAPE ARCHITECTURE.

14. SEE ARCHITECT'S SPECIFICATIONS FOR SIGNAGE.

15. SEE ARCHITECT'S SPECIFICATIONS FOR SECURITY SYSTEMS.

16. SEE ARCHITECT'S SPECIFICATIONS FOR COMMUNICATIONS SYSTEMS.

17. SEE ARCHITECT'S SPECIFICATIONS FOR SPECIAL FEATURES.

18. SEE ARCHITECT'S SPECIFICATIONS FOR ACCESSIBILITY.

19. SEE ARCHITECT'S SPECIFICATIONS FOR ENERGY EFFICIENCY.

20. SEE ARCHITECT'S SPECIFICATIONS FOR SUSTAINABLE DESIGN.

Architectural details and specifications for the first and second floor plans, including window and door symbols, and a title block with project information.

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION.  
FOR PRESENT TEXT SEE EXISTING ARTICLES OF INCORPORATION.

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
WEDGE WOOD AT PELICAN STRAND NEIGHBORHOOD ASSOCIATION, INC.  
Hereafter to be known as  
WEDGE WOOD AT THE STRAND CONDOMINIUM ASSOCIATION, INC.**

Pursuant to Section 617.1007, Florida Statutes, these Articles of Incorporation of Wedge Wood at Pelican Strand Neighborhood Association, Inc. hereafter to be known as Wedge Wood at the Strand Condominium Association, Inc., a Florida corporation not for profit, which was originally incorporated under Wedge Wood at Pelican Strand Neighborhood Association on August 5, 1999 are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1002, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments, adopted pursuant to Section 617.1002, Florida Statutes, and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of Wedge Wood at Pelican Strand Neighborhood Association, Inc., hereafter to be known as Wedge Wood at the Strand Condominium Association, Inc. shall henceforth be as follows:

**ARTICLE I**

**NAME:** The name of this corporation, hereinafter called the "Association," shall be Wedge Wood at the Strand Condominium Association, Inc., successor-by-merger to Wedge Wood I at Pelican Strand Condominium Association, Inc. and Wedge Wood II at Pelican Strand Condominium Association, Inc. (hereinafter the "Condominium Associations"). Its principal place of business shall be at c/o Newell Property Management Corporation, 5435 Jaeger Road #4, Naples, FL 34109. The Board of Directors may from time to time move the principal office of the Association to any other address in the State of Florida.

**ARTICLE II**

**CORPORATE MERGER:** It is contemplated that Wedge Wood I at Pelican Strand Condominium Association, Inc. and Wedge Wood II at Pelican Strand Condominium Association, Inc., upon approval of these Amended and Restated Articles of Incorporation shall merge with and into Wedge Wood at Pelican Strand Neighborhood Association, Inc. hereafter to be known as Wedge Wood at the Strand Condominium Association, Inc. which shall be deemed the Surviving Corporation. In the event that the corporate merger is not approved, or the owners in one or more of the Condominiums in the effected Condominiums do not approve the requisite

amendments to their Condominium Documents, then the amendments to this Declaration shall be void. In the event the merger and all requisite amendments are approved, then notwithstanding anything to the contrary contained in the governing documents of any of the Condominiums or the Neighborhood, all references to the "Association" shall mean the surviving corporation and all references to the Articles of Incorporation and Bylaws shall mean the Articles of Incorporation and Bylaws of the surviving corporation.

### ARTICLE III

**PURPOSE AND POWERS:** This Association will not permit pecuniary gain or profit nor distribution of its income to its members, officers or Directors. It is a nonprofit corporation formed for the purpose of administering the Wedge Wood Neighborhood, Wedge Wood I at Pelican Strand, a Condominium, and Wedge Wood II at Pelican Strand, a Condominium, subject to their relevant Declarations with the Declaration of Restrictions for Wedge Wood at Pelican Strand Neighborhood being recorded at O.R. Book 2596, Page 1556 *et. seq.*, the Declaration of Condominium for Wedge Wood I at Pelican Strand, a Condominium being recorded at O.R. Book 2596, Page 1630 *et. seq.*, and the Declaration of Condominium for Wedge Wood II at Pelican Strand, a Condominium, being recorded at O.R. Book 2649, Page 92 *et. seq.*, and as the same may be amended, and has the powers described herein. The Neighborhood Association shall have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles, the Bylaws of the corporation, and with said Declarations and shall have all of the powers and authority reasonably necessary or appropriate for the operation and regulation of a residential community, subject to said recorded Declarations, as they may from time to time be amended, including but not limited to the power:

- (A) to fix, levy, collect and enforce payment by any lawful means all charges, assessments, or liens pursuant to the terms of the Declarations; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all license fees, taxes or governmental charges levied or imposed against the property or the corporation;
- (B) to make, amend and enforce reasonable rules and regulations governing the use of the Common Areas and the operation of the Association and Condominiums;
- (C) to sue and be sued, and to enforce the provisions of the Declaration and Condominium Declarations, the Articles, the Bylaws and the reasonable rules of the Association;
- (D) to contract for the management and maintenance of the Common Areas and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration or Condominium Declarations to be exercised

by the Board of Directors or the membership of the Association or respective Condominiums;

(E) to employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the properties;

(F) to dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless first approved by two-thirds (2/3rds) of the voting interests, present and voting, in person or by proxy at a duly called meeting of the membership unless a higher vote shall be required by law.

(G) to borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(H) to maintain, repair, replace and provide insurance for the Common Areas;

(I) to acquire, (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the corporation;

(J) to grant, modify or move easements.

(K) to exercise any and all powers, rights and privileges which a corporation organized under Chapters 617 and 718 of Florida Statutes may now or hereafter have or exercise, subject always to the Declaration and Condominium Declarations as amended from time to time.

(L) In addition to all of the foregoing powers, the Association shall be the entity responsible for the management, maintenance, operation and control of Wedge Wood I at Pelican Strand, a Condominium and Wedge Wood II at Pelican Strand, a Condominium, and Wedge Wood Neighborhood. The Association shall be the entity responsible for the enforcement of the Declaration of Restrictions of Wedge Wood at Pelican Strand Neighborhood, the Declaration of Condominium of Wedge Wood I at Pelican Strand, a Condominium and the Declaration of Condominium of Wedge Wood II at Pelican Strand, a Condominium and such reasonable rules regulating use of the Properties as the Board may adopt. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in the Declaration of Restrictions, and in all Declarations of Condominium. The Neighborhood Association is a multi-condominium association as defined in Chapter 718, Florida Statutes. The Association's authority to manage the Condominiums and the Common Elements of the Condominiums shall include all of the foregoing powers enumerated in this Article III.

(M) All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration, Declarations of Condominium, these Articles of Incorporation and the Bylaws.

#### ARTICLE IV

**MEMBERSHIP AND VOTING RIGHTS:** The members of the Association are the record owners of legal title to the units in Wedge Wood I at Pelican Strand, a Condominium and Wedge Wood II at Pelican Strand, a Condominium. In the case of a unit subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the unit solely for purposes of determining use rights.

(A) **Change of Membership.** A change of membership shall become effective after all the following events have occurred.

- (1) Recording in the Public Records of a Deed or other instrument evidencing legal title to the unit in the member.
- (2) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.
- (3) Designation, in writing, of a primary occupant, which is required when title to unit is held in the name of two (2) or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person.

(B) **Voting Interests.** The members of the Association are entitled to one (1) vote for each unit owned by them. The total number of possible votes (the voting interests) of the Association is the total number of units in Wedge Wood I at Pelican Strand, a Condominium and Wedge Wood II at Pelican Strand, a Condominium. The vote of a unit is not divisible. The right to vote may be suspended for non-payment of regular annual assessments that are delinquent in excess of 90 days. If a unit is owned by one (1) natural person, the right to vote shall be established by the record title to the unit. If a unit is owned jointly by two (2) or more natural persons, that unit's vote may be cast by any one (1) of the record owners. If two (2) or more owners of a unit do not agree among themselves how their one (1) shall be cast on any issue, that vote shall not be counted for any purpose. If the owner of a unit is other than a natural person, the vote of that unit shall be cast by the person designated on a voting certificate that is filed with the Association. All votes must be cast by a member.

(C) Approval or Disapproval of Matters. Whenever the decision or approval of a unit owner is required upon any matter, whether or not the subject of an Association meeting, the decision or other response may be expressed by any person authorized to cast the vote of the unit at an Association meeting, as stated in Section (B), unless the joinder of all record owners is specifically required.

(D) Change of Membership. A change of membership in the Association shall be established by the new member's membership becoming effective as provided for in Section (A) above. At that time the membership of the prior owner shall be terminated automatically.

(E) Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies the Association may have against any former owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

#### ARTICLE V

TERM; DISSOLUTION: The term of the Association shall be perpetual. The Association may be dissolved with the consent given in writing and signed by not less than two-thirds (2/3rds) of total voting interests of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization which is devoted to purposes similar to those of this Association.

#### ARTICLE VI

BYLAWS: The Bylaws of the Association may be altered, amended or rescinded in the manner provided therein.

#### ARTICLE VII

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

(A) Proposal. Amendments to these Articles shall be proposed by a majority of the Board or upon petition of one-fourth (1/4th) of the voting interests, and shall be submitted to a vote of the members not later than the next annual meeting.

(B) Vote Required: Except as otherwise required by Florida law or as provided elsewhere in these Articles, these Articles of Incorporation may be amended if the proposed amendment is approved by the affirmative vote of at least a majority (50%+1) of the voting interests present and voting, in person or by proxy, at a duly called meeting of the members of the Association.

(C) Effective Date: An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida with the same formalities as are required in the Declaration for recording amendments to the Declaration.

ARTICLE VIII

DIRECTORS AND OFFICERS:

(A) The affairs of the Association will be administered by a Board of Directors consisting of an odd number of Directors determined by resolution of the Board of Directors from time to time, but not less than three (3) Directors nor more than seven (7) Directors, and in the absence of such determination shall consist of five (5) Directors. Directors must be members of the Association. In the case of a unit owned by a corporation any officer is eligible for election to the Board of Directors. If a unit is owned by partnership, any partner is eligible for election to the Board of Directors. If a unit is held in trust, the trustee, grantor or settler of the trust, or any one of the beneficial owners residing in the unit is eligible to be elected to the Board of Directors. Directors shall be elected to one (1) year terms ending on the date of the next Annual Meeting. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns or is recalled as provided herein.

(B) The Board of Directors shall also administer the Declaration of Condominium of Wedge Wood I at Pelican Strand Condominium Association, Inc. and the Declaration of Condominium of Wedge Wood II at Pelican Strand Condominium Association, Inc. The Board of Directors shall administer the affairs of each Condominium separately when required by a Condominium's Declaration. The intent being that one Board of Directors shall manage the affairs for the Association and each Condominium individually, as necessary.

(C) Nominations and Elections of Board. Nominations and Elections shall be conducted in accordance with Florida Statutes Section 718.112, as the same may be amended from time to time. On the day of each annual meeting the members shall elect by written ballot as many Directors as there are regular terms of Directors expiring. Notice of each annual election shall be given to all owners at least sixty (60) days in advance. Any person eligible to serve as a Director who wishes to qualify as a candidate may notify the Association in writing of his desire to be a candidate at least forty (40) days prior to the annual election. Notice shall be deemed effective when received by the

Association. Any person indicating his or her desire to qualify as a candidate may also transmit to the Association at least thirty-five (35) days prior to the annual election, a separate information sheet, no larger than 8 ½ inches by 11 inches, which describes the candidate's background, education and qualification for office, and any other information deemed relevant by the candidate. The Association shall mail or deliver a second notice of the election, together with the candidate information sheets and a ballot which shall list all candidates in, at least fourteen (14) days in advance of the election. In the election of Directors, each owner shall be entitled to cast one (1) vote per lot or unit for each vacancy to be filled, but no owner may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. Directors shall be elected by a plurality of the votes cast.

(D) Resignation; Vacancies on the Board. Any Director may resign at any time by giving written notice to the Association, and unless otherwise specified therein, the resignation shall become effective upon receipt. If the office of any Director becomes vacant for any reason, a successor shall be appointed by the Board at a special meeting of the Board of Directors of the Association. The successor so appointed shall fill the term of the Director being replaced until the next annual meeting. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the members shall elect successors at a special meeting.

(E) Removal of Directors. Any Director may be removed, with or without cause, in accordance with the procedures outlined in Florida Statutes Section 718.112(1)(j), as the same may be amended from time to time.

(F) Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors.

(G) Officers. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board.

(1) Officers and Elections. The executive officers of the Association shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be members of the Association and elected annually by a majority vote of the Board of Directors. The positions of Secretary and Treasurer may be held by one individual or by separate individuals. Any officer may be removed with or without cause at any meeting by vote of a majority of the Directors or by a majority of the total voting interests in the Association. Any officer so removed shall return all books, records and property of the Association to the

Association within seventy-two (72) hours of their removal. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one (1) Vice-President.

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

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

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

(5) Treasurer. The Treasurer shall have the custody of Association funds and securities, and be responsible for the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. The Treasurer is responsible for the deposit of all monies and other valuable

effects in the name and to the credit of the Association in such depositories as are selected by the Board of Directors. The Treasurer shall oversee the disbursement of Association funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at meetings of the Board, or whenever they may require it, a full accounting of all transactions and of the financial condition of the Neighborhood Association. The Treasurer shall prepare an annual budget of estimated revenues and expenses to present to the Board of Directors for approval. Any of the foregoing duties may be performed by an Assistant Treasurer, if one is elected.

(6) No Compensation. No compensation shall be paid to any officer or board member for services as an officer or board member of the Neighborhood Association. This provision does not preclude the Board of Directors from employing officers as employees of the Association.

ARTICLE IX

INDEMNIFICATION

(A) Indemnity. The Association shall indemnify any officer, Director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, officer, or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors, and committee members as permitted by Florida law.

(B) Defense. To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section (A) above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

(C) Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article IX.

(D) Miscellaneous. The indemnification provided by this Article IX shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

(E) Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, committee member, employee, or agent of the Association, or a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

(F) Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article IX may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

#### ARTICLE X

##### SURFACE WATER MANAGEMENT SYSTEM:

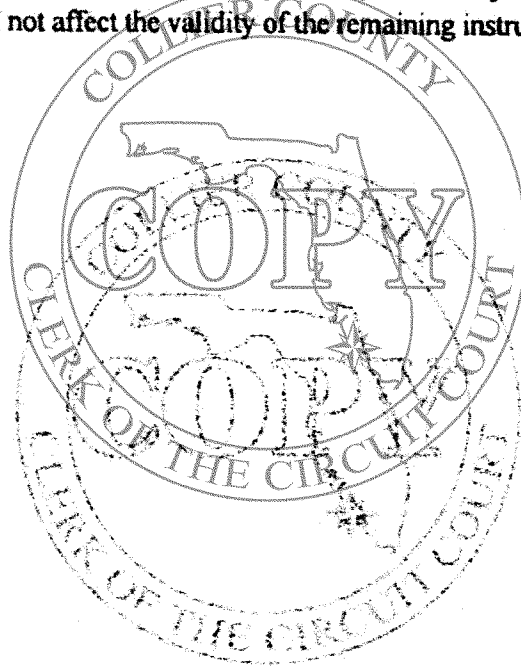
(A) It is the intention that the Association shall have perpetual existence; however, if the Association elects to dissolve, it will only do so after the maintenance of the property consisting of the surface water management system has become the responsibility of an appropriate agency of local government, and if not accepted, then when the surface water management system has been dedicated to a similar nonprofit corporation.

ARTICLE XI

MISCELLANEOUS:

(A) Where the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

(B) Should any paragraph, sentence, phrase, portion or provision of these Articles be held invalid, it shall not affect the validity of the remaining instrument.



NOTE: SUBSTANTIAL AMENDMENTS OF ENTIRE BYLAWS.  
FOR ORIGINAL TEXT SEE ORIGINAL BYLAWS.

**AMENDED AND RESTATED BYLAWS  
OF  
WEDGE WOOD AT THE STRAND CONOMINIUM ASSOCIATION, INC.**

Note: All references to the "Declaration" in these Bylaws shall be deemed to include and to mean the Declaration of Restrictions and all of the Declarations of Condominium as deemed relevant to each provision)

1. **GENERAL.** These are the Bylaws of Wedge Wood at the Strand Condominium Association, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida as a condominium association for the purpose of operating a residential community. All prior Bylaws, if any, are hereby revoked and superseded in their entirety.

In addition to all of the below powers the Association through its Board of Directors shall be the entity responsible for the management, maintenance, operation and control of Wedge Wood I at Pelican Strand, A Condominium and Wedge Wood II at Pelican Strand, A Condominium. The Association shall be the entity responsible for the enforcement of the Declaration of Restrictions for Wedge Wood at Pelican Strand Neighborhood, the Declaration of Condominium for Wedge Wood I at Pelican Strand, a Condominium, and the Declaration of Condominium for Wedge Wood II at Pelican Strand, a Condominium, as amended from time to time, and such reasonable rules regulating the use of the Properties as the Board may adopt. The Association shall perform its functions in accordance with the Declaration and the Declarations of Condominium, the Bylaws, the Articles of Incorporation and Florida law. The Association is a multi-condominium association as defined in Florida Statutes Chapter 718. The Neighborhood Association's authority to manage the Condominium and the Common Elements of the Condominiums shall include all of the foregoing powers enumerated in these Bylaws.

1.1 Principal Office. The principal office of the Association shall be located in Collier County, Florida, unless otherwise changed by the Board of Directors.

1.2 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "corporation not for profit". The seal may be used by causing it or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

2. MEMBERS. The members of the Association are the record owners of legal title to the units. In the case of a unit subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the unit solely for purposes of determining use rights.

2.1 Change of Membership. A change of membership shall become effective after all the following events have occurred.

- (A) Recording in the Public Records of a Deed or other instrument evidencing legal title to the unit in the member.
- (B) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.
- (C) Designation, in writing, of a primary occupant, which is required when title to a unit is held in the name of two (2) or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person.

2.2 Voting Interests. The members of the Association are entitled to one (1) vote for each unit owned by them. The total number of possible votes (the voting interests) of the Association is the total number of units in Wedge Wood. The vote of a unit is not divisible. The right to vote may be suspended for non-payment of assessments that are delinquent in excess of 90 days. If a unit is owned by one (1) natural person, the right to vote shall be established by the record title to the unit. If a unit is owned jointly by two (2) or more natural persons, that unit's vote may be cast by any one (1) of the record owners. If two (2) or more owners of a unit do not agree among themselves how their one (1) vote shall be cast on any issue, that vote shall not be counted for any purpose. If the owner of a unit is other than a natural person, the vote of that unit shall be cast by the unit's primary occupant. All votes must be cast by an Owner or primary occupant.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of a unit owner is required upon any matter, whether or not the subject of an Association meeting, the decision or other response may be expressed by any person authorized to cast the vote of the unit at an Association meeting, as stated in Section 2.2 above, unless the joinder of all record owners is specifically required.

2.4 Change of Membership. A change of membership in the Condominium Association shall be established by the new member's membership becoming effective as provided for in Section 2.1 above. At that time the membership of the prior owner shall be terminated automatically.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies the Condominium Association may have against any former owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS; VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Collier County, Florida, each year on a date, time and place designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called by a majority of the Directors, and must also be called by the Board upon receipt of a written request from the members having at least twenty percent (20%) of the voting interests. Such membership request shall be in writing, shall state the purpose or purposes of the meeting, and shall be signed by all the owners making the request. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice Meetings; Waiver of Notice. Notices of all members' meetings must state the date, time and place of the meeting. Notice of special meetings must include a description of the purpose or purposes for which the meeting is called. The notice must be mailed to each member at the member's address as it appears on the books of the Association, or may be furnished by personal delivery or electronic transmission. The members are responsible for providing the Association with any change of address. The notice must be mailed, transmitted or delivered at least fourteen (14) days and not more than sixty (60) days prior to the date of the meeting. If ownership of a unit is transferred after notice has been mailed or transmitted, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member, unless the member objects to the lack of notice at the beginning of the meeting. A member may also waive notice of any meeting at any time by written waiver.

3.4 Quorum. A quorum at a members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least one-third (1/3<sup>rd</sup>) of the votes of the entire membership.

3.5 Vote Required. The acts approved by a majority of the votes cast by eligible voters at a meeting of the members at which a quorum has been attained shall be binding upon all unit owners for all purposes, except where a different number of votes is expressly required by law or by any provision of the governing documents.

3.6 Proxy Voting. Members may cast their votes at a meeting in person or by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the unit, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Property Manager or President of the Association by the appointed time of the meeting or adjournment thereof. No proxy shall be valid if it names more than one (1) person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. Holders of proxies must be members.

3.7 Participation at Meeting By Remote Communication. Unless prohibited by the Chapter 718, F.S., if authorized by the Board of Directors as provided in Section 617.0721 F.S., and subject to such guidelines and procedures as the Board of Directors may adopt, members and proxy holders who are not physically present at a meeting may, by means of remote communication:

- (A) Participate in the meeting.
- (B) Be deemed to be present in person and vote at the meeting if:
  1. The corporation implements reasonable means to verify that each person deemed present and authorized to vote by means of remote communication is a member or proxy holder; and
  2. The corporation implements reasonable measures to provide such members or proxy holders with a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to communicate and to read or hear the proceedings of the meeting substantially concurrent with the proceedings.

3.8 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. When a meeting is so adjourned it shall not be necessary to give further notice of the time and place of its continuance if such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted when the meeting is reconvened, but only if a quorum is present.

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

- (A) Call of the roll or determination of quorum
- (B) Reading or disposal of minutes of last members' meeting
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Election of Directors (annual meeting only)
- (F) Unfinished Business
- (G) New Business
- (H) Adjournment

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

3.11 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of the Association meetings when not in conflict with the law, with the Declaration, or with the Articles or Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

4. **BOARD OF DIRECTORS.** The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles and Bylaws, shall be exercised by the Board, subject to approval or consent of the residential owners only when such is specifically required.

4.1 Number and Terms of Office. The number of Directors which shall constitute the whole Board of Directors shall be not less than three (3) nor more than seven (7) and shall be at the discretion of the Board. Directors must be members of the Association. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns or is recalled as provided for in Section 4.5 below. Directors shall

be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided for in Section 4.4 below.

**4.2 Qualifications.** Each Director must be a residential unit owner or primary occupant or the spouse of a unit owner or primary occupant. In the case of a unit owned by a corporation, any officer is eligible for election to the Board of Directors. If a unit is owned by a partnership, any partner is eligible to be a Director. If a unit is held in trust, the trustee, grantor or settlor of the trust, or any one of the beneficial owners residing in the unit is eligible to be elected to the Board of Directors.

**4.3 Nominations and Elections of Board.** On the day of each annual meeting the members shall elect by written ballot as many Directors as there are regular terms of Directors expiring or vacancies to be filled. There shall be no quorum requirement and no nominations from the floor of the meeting. Notice of each annual election shall be given to all owners at least sixty (60) days in advance. Any person eligible to serve as a Director who wishes to qualify as a candidate may notify the Association in writing of his desire to be a candidate at least forty (40) days prior to the annual election. Notice shall be deemed effective when received by the Association. Any person indicating his or her desire to qualify as a candidate may also include with such notification and subject to the same forty (40) day deadline, a separate information sheet, no larger than 8 ½ inches by 11 inches, which describes the candidate's background, education and qualification for office, and any other information deemed relevant by the candidate. The Association shall mail or deliver a second notice of the election, together with the candidate information sheets and a ballot which shall list all candidates in alphabetical order by surname, at least fourteen (14) days in advance of the election. In the election of Directors, each owner shall be entitled to cast one (1) vote per unit for each vacancy to be filled, but no owner may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. Directors shall be elected by a plurality of the votes cast.

**4.4 Resignation; Vacancies on the Board.** Any Director may resign at any time by giving written notice to the Association, and unless otherwise specified therein, the resignation shall become effective upon receipt. If the office of any Director becomes vacant for any reason, a successor shall be appointed by the Board at a special meeting of the Board of Directors of the Association. The successor so appointed shall fill the term of the Director being replaced until the next annual meeting. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the members shall elect successors at a special meeting.

**4.5 Removal of Directors.** Any Director may be removed, with or without cause, by a majority vote of the voting interests of the Association, either by a written petition or at a meeting called for that purpose. If a special meeting is called by a least twenty percent (20%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures.

The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given. If removal is effected by petition, the vacancy or vacancies shall be filled as provided for in Section 4.4 above. If removal is effected at a meeting, any vacancies created thereby shall be filled by the members at the same meeting. Any director who is removed from office is not eligible to stand again for election to the Board until the next annual election, and must turn over to the Association within seventy-two (72) hours any and all records and other property of the corporation in his possession. If a Director who is removed does not relinquish his office or turn over records as required, the circuit court in the county where the Association has its principal office may summarily order the Director to relinquish his office and turn over corporate records upon application of any member. In any such action, the prevailing party shall be entitled to recover its attorney's fees and costs.

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

4.7 Other Meetings. Meetings of the Board may be held at such time and place as shall be determined from time to time by the President or by a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone, or electronic transmission at least seven (7) days before the meeting.

4.8 Notice to Owners. Meetings of the Board of Directors shall be open to members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the discussion would otherwise be governed by the attorney-client privilege, and notices of all Board meetings, together, shall be mailed, delivered, or electronically transmitted, or posted on the Condominium Association property and designated website, if applicable, at least 7 days in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which rules affecting the use of a parcel or special assessments are to be considered shall specifically contain a statement that rules or special assessments will be considered and the nature of the rule or assessments and shall be mailed, delivered or electronically transmitted to the members at least fourteen (14) days in advance, except in an emergency.

4.9 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver is deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.10 Quorum of Directors. A quorum at a Board meeting shall be attained by the presence in person of a majority of all Directors. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear

and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

4.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the governing documents or by applicable statutes. A Director who is present at a meeting of the Board is deemed to have voted in favor of every action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes of each meeting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election or removal of officers.

4.12 Individual Condominium Vote. Notwithstanding anything to the contrary, when the Board determines in its sole discretion that a vote of only the owners in a particular Condominium is required the quorum requirement for the meeting at which the vote is conducted shall be a one-third (1/3) of the voting interest in the Condominium. At such meetings a majority vote of the number of voting interests of Unit Owners in the Condominium, present and voting and entitled to vote on any matter shall be controlling, provided a quorum is present, in person or by proxy, except for such decisions as may be required by Florida Statutes Chapter 718 or the governing documents require a larger percentage in which case the percentage required in Florida Statutes Chapter 718 or the governing documents shall govern.

4.13 Adjourned Meetings. A majority of the Directors present at any meeting of the Board of Directors, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specified later time. When the meeting is reconvened, provided a quorum is present, any business that might have been transacted at the meeting originally called may be transacted.

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

4.15 Directors' Fees and Reimbursement of Expenses. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses related to the proper discharge of their respective duties.

4.16 Indemnification. Every Officer and Director of the Association shall be indemnified by the Association against all expenses and liabilities including attorneys' fees incurred by or imposed on him in connection with any legal proceeding in which he may

be a part, or in which he may become involved by reason of his being or having been a Director or Officer of the Association even if he is not an Officer or Director at the time the expenses are incurred. The Officer or Director shall not be indemnified if he is guilty of gross negligence or willful misconduct or has breached his fiduciary duty to members of the Association.

The Association is not liable, however, for the payment of a voluntary settlement unless it is first approved by the Board of Directors. The foregoing rights shall be in addition to and not exclusive of all other rights to which the Director or Officer may be entitled.

**4.17 Committees.** The Board of Directors may appoint from time to time such standing or temporary committees, as the Board may deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Only committees assigned with the power to make final decisions regarding the expenditure of association funds or committees vested with the power to approve or disapprove architectural decisions with respect to the unit owned by a member of the community are required to hold meetings that are open to members and notice and hold their meetings with the same formalities as required for Board meetings. Committees vested with the power to approve or disapprove architectural decisions with respect to a specified unit owned by a member of the community may not vote by proxy or secret ballot.

**4.18 Emergency Powers.** In the event of any "emergency" as defined in Section 4.16(G) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

- (A) The Board may name as assistant officers, persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant to during the period of the emergency, to accommodate the incapacity of any officer of the Association.
- (B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- (C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

- (D) Corporate action taken in good faith during what is reasonably believed to be an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.
- (E) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.
- (F) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- (G) An "emergency" exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence or imminent occurrence of a catastrophic event, such as a hurricane, act of war, civil unrest or terrorism, or other similar event. An "emergency" also exists during the period of time that civil authorities have declared that a state of emergency exists in, or have ordered the evacuation of, the area in which Wedge Wood is located, or have declared that area a "disaster area". A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

## 5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be members of the community elected annually by a majority vote of the Board of Directors. The positions of Secretary and Treasurer may be held by one individual or by separate individuals. Any officer may be removed with or without cause at any meeting by vote of a majority of the Directors or by a majority of the total voting interests in the Association. Any officer so removed shall return all books, records and property of the Association to the Association within seventy-two (72) hours of their removal. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one (1) Vice-President.

5.2 President. The President shall be the chief executive officer of the Association; shall preside at all meetings of the members and Directors; shall be *ex-officio* a member of all standing committees; shall have general and active management of the business of the Association; and shall see that all orders and resolutions of the Board are carried into effect. The President shall execute bonds, mortgages and other contracts and documents requiring the seal of the Association, except where such are permitted by law to be otherwise signed

and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

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

5.4 Secretary. The Secretary shall attend meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for standing committees when required. The Secretary shall give, or cause to be given, proper notice of all meetings of the members, and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. The Secretary shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the governing documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated, or delegated by the Board to the Property Manager as provided for in Section 2.5 of the Amended and Restated Declaration.

5.5 Treasurer. The Treasurer shall have the custody of Association funds and securities, and be responsible for the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. The Treasurer is responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as are selected by the Board of Directors. The Treasurer shall oversee the disbursement of Association funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at meetings of the Board, or whenever they may require it, a full accounting of all transactions and of the financial condition of the Association. The Treasurer shall prepare an annual budget of estimated revenues and expenses to present to the Board of Directors for approval. Any of the foregoing duties may be performed by an Assistant Treasurer, if one is designated, or delegated by the Board to the Property Manager.

5.6 Compensation of Officers. No compensation shall be paid to any officer for services as an officer of the Association.

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

6.1 Depository. The Association shall maintain its funds in such federally insured accounts at financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing

accounts, money market funds, certificates of deposit, U.S. Government securities and other similar investment vehicles.

6.2 Accounts of the Association. The Association shall maintain its accounting books and records according to generally accepted accounting principles. There shall be an account for each unit. Such accounts shall designate the name and mailing address of each unit, the amount and due date of each assessment or charge against the unit, amounts paid, date of payment and the balance due.

6.3 Budget. The Treasurer shall prepare and the Board of Directors shall adopt a budget of Association estimated revenues and expenses for each coming fiscal year. Once adopted, the Association shall provide to each member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The estimated surplus or deficit as of the end of the current year shall be shown and all fees or charges for recreational amenities shall be set out separately.

6.4 Reserves. The Board of Directors may establish in the budget one (1) or more reserve accounts for capital expenditures, deferred maintenance, or contingency reserves for unanticipated operating expenses. Board adopted reserve funds are not controlled by Chapter 718 Florida Statutes and therefore may be spent, waived or used as approved by the Board. Membership adopted reserves are restricted by Chapter 718, Florida Statutes and therefore membership adopted reserves may only be used, waived or reduced on a yearly basis according to Chapter 718 Florida Statutes. The purpose of reserves is to provide financial stability and to avoid the need for special assessments. The annual amounts proposed to be so reserved shall be shown in the annual budget.

6.5 Assessments; Installments. All assessments, as defined in the Declaration, shall be paid in quarterly installments, in advance, due on the first day of the quarter of each year. Written notice of any assessment shall be sent to the owners of each Unit prior to the first quarterly installment being due, but failure to send (or receive) such notice does not excuse the obligation to pay. If an annual budget for a new fiscal year has not been adopted, or if notice of any increase has not been made at the time the payment for the first quarterly installment is due, it shall be presumed that the amount of such installment is the same as the last quarterly installment, and payments shall be continued at such rate until a budget is adopted and new annual assessments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each unit's next due quarterly installment. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date it shall accrue interest from the due date at the highest rate allowed by law and shall incur a late fee in the highest amount allowed by law.

**6.6 Special Assessments.** Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted or non-recurring expenses, or for such other purposes as are authorized by the Declaration and these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any Board meeting at which a special assessment will be considered shall be given as provided in Section 4.8 above; and the notice to the owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The above authority includes the power to levy and collect special assessments for payment of, but not limited to:

- (A) The acquisition of property by the Condominium Association;
- (B) The cost of construction of capital improvements to the Association Property and Common Areas;
- (C) The cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto;
- (D) The expense of indemnification of each Director and Officer of the Association; and
- (E) Any other valid expenses deemed necessary by the Board.

**6.7 Fidelity Bonds.** The President, Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be acquired by law or otherwise determined by the Board of Directors. The premiums on such bonds are a common expense.

**6.8 Financial Reports.** Not later than ninety (90) days after the close of each fiscal year, the Board shall cause to be prepared a financial report as prescribed in Chapter 718, Florida Statutes. The Association shall provide each member with a copy of the financial report or a written notice that a copy of the financial report is available upon request at no charge to the member.

**6.9 Audits.** A formal, certified audit of the accounts of the Association, if required by law, by vote of a majority of the voting interests, or by a majority of the Directors, shall be made by a certified public accountant, and a copy of the audit report shall be available to all members.

**6.10 Application of Payments and Co-Mingling of Funds.** All monies collected by the Association may be commingled into a single fund or divided into two or more funds, as determined by the Board of Directors. Other accounts may be established as deemed

necessary by the Board. Regardless of any restrictive endorsement all payments on account by a unit owner shall first be applied to late fees, interest, costs, attorney fees, other charges, fines and then to regular or special assessments.

6.11 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year and end on December 31 that same calendar year.

7. **RULES AND REGULATIONS; USE RESTRICTIONS.** The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the use, maintenance, management and control of the common elements, the units, and the operation of the Association. Copies of such rules and regulations shall be furnished to each unit owner.

8. **COMPLIANCE AND DEFAULT; REMEDIES.** In addition to the remedies provided in the Declaration, the following shall apply.

8.1 Fines; Suspensions. The Board of Directors may levy fines and/or suspensions against members, or members' tenants or guests, or both, who commit violations of Chapters 617 or 718, Florida Statutes, the provisions of the governing documents, or the rules and regulations, or who condone such violations by their family members, guests or lessees. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any single fine exceed the maximum amount allowed by law. The maximum fine for a continuing violation shall be \$1,000.00. If allowed by law fines shall be secured by a lien on the Owner's unit. Suspensions of the use of common areas, facilities and common non-essential services (e.g. bulk cable tv and/or internet) may be imposed for a reasonable period of time to deter future violations. The procedure for imposing fines or suspending use rights shall be pursuant to Florida Statutes Chapter 718 and as follows:

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

1. a specific designation of the provisions of the Chapters 617 or 718, Florida Statutes, the governing documents or the rules which are alleged to have been violated;
2. a short and plain statement of the specific facts giving rise to the alleged violation(s); and
3. the possible amounts of any proposed fine and/or possible use rights of common areas or facilities to be suspended.

(B) Hearing. At the hearing the party against whom the fine and/or suspensions may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before the fine committee comprised of a minimum of three (3) unit owners appointed by the Board none of whom may then be serving as Directors or officers, or who are employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee, by majority vote, does not agree with the proposed fine and/or suspension, it may not be levied or imposed. If the committee agrees with the proposed fine and/or suspensions, the Board of Directors shall levy same.

8.2 Suspensions and Fines without Hearing. The foregoing notwithstanding, no prior notice or opportunity for a hearing is required for the imposition of a fine or suspension upon any member because of the failure of the member to pay assessments or other charges when due.

8.3 Correction of Health and Safety Hazards. Any violations of the Association rules which create conditions of the property which are deemed by the Board of Directors to be a hazard to the public health or safety may be dealt with immediately as an emergency matter by the Association, and the cost thereof shall be charged to the unit owner.

9. **AMENDMENT OF BYLAWS.** Amendments to these Bylaws shall be proposed and adopted in the following manner.

9.1 Proposal. Amendments to these Bylaws shall be proposed by a majority of the Board or upon written petition signed by at least twenty percent (20%) of the voting interests, and shall be submitted to a vote of the members not later than the next annual meeting.

9.2 Vote Required: Except as otherwise required by Florida law or as provided elsewhere in these Bylaws, these Bylaws may be amended if the proposed amendment is approved by the affirmative vote of at least a majority (50% + 1) of the voting interests present and voting, in person or by proxy, at a duly called meeting of the members of the Association at which a quorum is attained.

9.3 Effective Date: An amendment shall become effective upon the recording of a copy in the Public Records of Collier County, Florida with the same formalities as are required in the Declaration for recording amendments to the Declaration.

10. **MISCELLANEOUS.**

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

10.2 Severability. If any portion of these Bylaws is void or becomes unenforceable, the remaining provisions shall remain in full force and effect.

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

10.4 Corporate Merger. Wedge Wood I at Pelican Strand Condominium Association Inc. and Wedge Wood II at Pelican Strand Condominium Association, Inc., previously merged with and into Wedge Wood at Pelican Strand Neighborhood Association, Inc., which was deemed the Surviving Corporation and which is now known as Wedge Wood at the Strand Condominium Association, Inc. As a result of the corporate merger, all references to the "Association" shall mean the surviving corporation and all references to the Articles of Incorporation and Bylaws shall mean the Articles of Incorporation and Bylaws of the surviving corporation, Wedge Wood at the Strand Condominium Association, Inc.

