

This instrument prepared by:  
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**CERTIFICATE OF AMENDMENTS  
TO THE  
DECLARATION OF CONDOMINIUM  
FOR  
PAGE FIELD COMMERCIAL PARK, A CONDOMINIUM  
AND  
BYLAWS OF  
PAGE FIELD COMMERCIAL PARK  
CONDOMINIUM ASSOCIATION, INC.**

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THE UNDERSIGNED, being duly elected and acting President and Secretary of **PAGE FIELD COMMERCIAL PARK CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not-for-profit, do hereby certify that the amendments set forth below were approved, as evidenced by a written statement or ballot manifesting the intention that such amendments be adopted. The amendments were approved and adopted by the votes indicated for the purposes of amending the Declaration of Condominium for Page Field Commercial Park, A Condominium, recorded as Instrument Number 2005000181693, and as may have been subsequently amended; and the Bylaws of Page Field Commercial Park Condominium Association, Inc. recorded as Instrument Number 2005000181693, all in the Public Records of Lee County, Florida.

1. The following amendment was approved by the affirmative vote of at least 66% of all unit owners present in person or by proxy, at a duly noticed special meeting of the Association:

**RESOLVED:** That the Declaration of Condominium for Page Field Commercial Park, A Condominium, be, and hereby is, amended, and the amendment to the Declaration of Condominium of Page Field Commercial Park, A Condominium, is adopted in the form attached hereto as **Exhibit "A"** and made a part hereof; and

2. The following amendment was approved by the affirmative vote of at least 66% of all unit owners present in person or by proxy, at a duly noticed special meeting of the Association:

**RESOLVED:** That the Bylaws of Page Field Commercial Park Condominium Association, Inc be, and hereby is, amended, and the amendment to the Bylaws of Page Field Commercial Park Condominium Association, Inc is adopted in the form attached hereto as **Exhibit "B"** and made a part hereof; and

**RESOLVED:** That the Officers and Directors are hereby instructed and authorized to execute the aforementioned document and cause it to be filed of public record, together with a Certificate of Amendment.

Dated this 24 day of October, 2018.

WITNESSES (2):

PAGE FIELD COMMERCIAL PARK  
CONDOMINIUM ASSOCIATION, INC.

Sign: Danielle Cranston  
Print: Danielle Cranston

Sign: Mark DiDonato  
Print: Mark DiDonato  
Title: President

Sign: Christy Alyea  
Print: Christy Alyea

WITNESSES (2):

ATTEST:

Sign: Christy Alyea  
Print: Christy Alyea

Sign: Danielle Cranston  
Print: Danielle Cranston

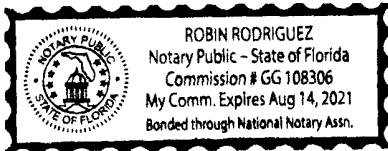
Sign: Dean M Cohen  
Print: Dean M Cohen  
Title: Secretary

STATE OF FLORIDA  
COUNTY OF Lee

THE FOREGOING INSTRUMENT was acknowledged before me this 24 day of October, 2018, by Mark Di Donato President of Page Field Commercial Park Condominium Association, Inc., who (check one):  is personally known to me OR \_\_\_\_\_ produced \_\_\_\_\_ as identification.

(Notary Seal/Stamp)

Notary Public – State of Florida

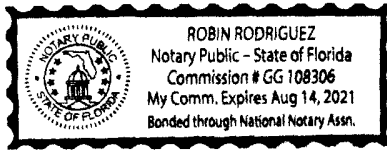


Sign: Robin Rodriguez  
Print: Robin Rodriguez  
My Commission Expires: 8/14/21

STATE OF FLORIDA  
COUNTY OF Lee

THE FOREGOING INSTRUMENT was acknowledged before me this 24 day of October, 2018, by Dean Cohen, Secretary of Page Field Commercial Park Condominium Association, Inc, who (check one):  is personally known to me OR \_\_\_\_\_ produced \_\_\_\_\_ as identification.

(Notary Seal/Stamp)



Notary Public – State of Florida

Sign: Robin Rodriguez  
Print: Robin Rodriguez  
My Commission Expires: 8/14/21

**AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM**

**OF**

**PAGE FIELD COMMERCIAL PARK, a Condominium**

**SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM-  
SEE CURRENT AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
FOR CURRENT TEXT**

**RECITALS:**

In a Declaration of Condominium recorded as Instrument No. 2005000181693, of the Public Records on Lee County, Page Field Commercial, LLC, a limited liability company authorized to do business in the State of Florida, as the Condominium Developer, submitted the property described as Phases I, II and III as shown on Exhibit "A" to the Condominium form of ownership. Phases IV and V were subsequently added by amendment. Said Declaration as originally recorded was subsequently amended on October 12, 2006 by Instrument No. 2006000392681 and later twice on October 13, 2006 by Instrument No. 2006000393879 and Instrument No. 2006000393880 to submit Phase IV which is erroneously referred to in said amendment as Phase II and thereafter record again the surveyor's certificate for Phase IV. Please note that the Amendment recorded on February 14, 2007, as Instrument No. 2007000050553 was recorded for the Developer to indicate that the prior reference to Phase IV as Phase II was a scrivener's error. Thereafter the Declaration was amended on February 14, 2007 by Instrument No. 2007000050554 to add the surveyor's certificate for Phase V. As such, the Declaration consisting of five (5) separate phases has been submitted to this Condominium. Finally, the Declaration was amended on May 20, 2013 at Instrument No. 2013000117972 to reflect the construction of improvements within Units 301 and 302 of Phase II and Units 501, 502 and 503 of Phase III.

The submission of all five (5) phases to the condominium form of ownership by these documents is and will remain effective. By adoption of this Amended and Restated Declaration of Condominium (hereinafter "Declaration"), the Association Members hereby adopt certain amendments to the Declaration of Condominium and amendments thereof and hereby restate the Declaration in its entirety. By adoption of this Declaration, the Members of the Association ratify governance of the property described above and in Composite Exhibit "A" hereto under the condominium form of ownership and the provisions of the Condominium Act, as defined in Article 1.1 hereof.

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

**1.1** “**Act**” or “**Condominium Act**” means the Condominium Act (Chapter 718, Florida Statutes, 2015), as it now exists or as it may be amended from time to time, including the definitions therein contained.

**1.2** “**Articles**” means the Articles of Incorporation as attached hereto as Exhibit “B.”

**1.3** “**Assessment**” means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against the Units.

**1.4** “**Association**” means Page Field Commercial Park Condominium Association, Inc., a Florida Corporation Not For Profit, the entity responsible for the operation of the Condominium.

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

**1.6** “**Board of Directors**” or “**Board**” or “**Directors**” means the representative body which is responsible for the administration of the Association’s affairs, and which is the same body that is sometimes referred to in the Condominium Act as the “Board of Administration.”

**1.7** “**Building**” means the structure in which the Units and portions of the Common Elements are located.

**1.8** “**Bylaws**” mean the Bylaws of the Association as attached hereto as Exhibit “C.”

**1.9** “**Casualty**” for the purposes of this Declaration, and not for the purpose of construing coverage between any insurer and insured, means an event which causes damage to the Condominium Property due to some sudden, fortuitous cause, including (but not limited to) fire, flood, hail, wind, rain, vandalism, explosion, or bursting pipes, but does not include progressive decay or corrosion, or slow or continuous leaks.

**1.10** “**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. By way of example, but not limitation, the expense of work undertaken or services performed by the Association pursuant to Articles 9.1 of the Declaration are Charges.

**1.11** “**Common Elements**” means and includes:

**1.11.1** The portions of the Condominium Property not included within the Units.

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

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

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

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

**1.11.6** In addition to the foregoing, the Common Elements of this Condominium shall include and comprise all of the real property, improvements, and facilities located on the Property subject to this Amended and Restated Declaration of Condominium except the Units. The Common Elements shall include easements through the Condominium Units for all conduits, pipes, ducts, plumbing, wiring and all other facilities for the furnishing of utility and other similar type services to the individual Condominium Units. The Common Elements shall also include every part of the Condominium Unit which contributes to the support of any of the Condominium improvements.

**1.12** “**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, Association Property and 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, 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, the surface water management system, utility bills that are not separately metered to individual Units, vehicle parking lot and space facilities, 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. Common Expenses also include reasonable insurance for Directors and Officers, parking lot and entry 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.

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

**1.14** “**Condominium Documents**” means the Declaration, and as amended; the Surveyor’s Plat and Site Plans, hereinafter collectively referred to as “the Plat”, copies of which were recorded and which may be attached hereto as Composite Exhibit “A” which includes the entire legal description for all Five (5) Phases, the original recorded survey plats for each Phase

and all surveyor's certificates of substantial completion. This includes the documents originally referenced to as Exhibit 1C to the originally recorded Declaration, inclusive; Articles of Incorporation of Page Field Commercial Park Condominium Association, Inc. attached hereto as Exhibit "C"; Bylaws attached hereto as Exhibit "D"; and Rules and Regulations attached hereto as Exhibit "E", all as amended from time to time. The Rules and Regulations need not (but may) be recorded in the County Public Records in order to be valid.

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

**1.16 "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. Whenever the term "Condominium Property" is used in the Condominium Documents, it shall also include Association Property which is any real property which is Association Property, unless the context specifically requires otherwise. 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.

**1.17 "County"** means the County of Lee, State of Florida.

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

**1.19 "Electronic Transmission"** means any form of electronic communication which creates an electronic record/file that may be retained, retrieved, and reviewed by recipients and may be reproduced on the recipient's computer screen or in a readable paper form by recipients using a laser or ink jet printer.

**1.20 "Insurable Improvements"** shall mean the "Buildings" as defined in Article 1.7 of this Declaration, less upgrades or additions by Unit Owners (or their predecessors in title) and those portions of the Condominium Property required by the Act to be insured by the Association. If a Unit Owner has replaced any glass with impact glass which meets the applicable code at the time of such replacement, such glass and its related framework shall be considered part of the Insurable Improvements, unless prohibited by law.

**1.21 "Invitee" or "Licensee"** shall mean a person or persons expressly or impliedly allowed entry onto the Condominium Property for the purpose of conducting business with a Unit's occupant, or otherwise entering the Condominium Property on a temporary basis at the expressed or implied consent of the Unit Owner or Unit Occupant, including but not limited to contractors, workmen, delivery persons and customers.

**1.22 “Lease,”** when used in the context of the renting of Units, means the grant by a Unit Owner of a right of use of the Owner’s Unit for consideration.

**1.23 “Lien for Charges”** means a lien which is recorded to secure a Charge.

**1.24 “Limited Common Elements”** means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of all other Units, as specified in the Declaration. References herein to Common Elements shall include all Limited Common Elements, unless the context would prohibit or it is otherwise expressly provided. Whenever a portion of the Condominium Property naturally and exclusively services a particular Unit, and where the area in question lies outside of the boundaries of the Unit, the delegation of maintenance responsibility for the area (by way of example, but not limited to, any HVAC equipment which serves only one Unit to the exclusion of other Units) shall serve to define the area as a Limited Common Element.

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

**1.26 “Maintenance”** shall mean, unless the context of a provision in the Condominium Documents requires otherwise, routine maintenance, ongoing maintenance, preventative maintenance, as well as repair or replacement. The term “maintenance” shall not include repair after casualty, unless the context of a provision in the Condominium Documents requires otherwise. Whenever a Unit Owner is obligated by this Declaration or law to maintain, repair or replace portions of the Condominium Property, the Board of Directors shall have the authority to establish reasonable standards for such maintenance, repair or replacement, including mandating maintenance, repair or replacement of said items, when the Board deems same are reasonably necessary.

**1.27 “Member”** means the record Owner(s) of legal title to a Unit.

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

**1.29 “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”.

**1.30 “Unit”** means a part of the Condominium Property subject to exclusive ownership.

**1.31 “Unit Owner” or “Owner”** means the record Owner of a Condominium Parcel.



**1.32 “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.

**1.33 “Voting Interests”** means and refers to the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to one (1) vote for each unit owned by them in the Association matters. There are a total of fifty-four (54) Units in this Condominium. Each Unit is entitled to one (1) vote per unit pursuant to Section 14.1 of the original Declaration.

**2. STATEMENT OF CONDOMINIUM DECLARATION.** The original developer submitted the property shown and described as Phase I, II, III, IV and V and as Composite Exhibit “A”, inclusive, hereto and as described above to condominium ownership in accordance with Florida Statutes.

**3. CONDOMINIUM NAME.** The name by which this Condominium is identified is “Page Field Commercial Park, a Condominium”.

**4. UNIT IDENTIFICATION.** The identification of each Unit shall be by number and shall be as indicated on the Plat Composite Exhibit “A”, inclusive.

**5. SURVEY AND GRAPHIC DESCRIPTION.** A survey of the land previously submitted to condominium ownership and a plat thereof describing each Unit, Common Elements and their relative location and the approximate dimensions of each Unit are as shown on the Surveyor’s Plat which is attached as Composite Exhibit “A”, inclusive.

**6. OWNERSHIP OF COMMON ELEMENTS AND SHARING OF COMMON EXPENSES.** Although each Unit is entitled to one (1) indivisible vote per unit, the sharing of Common Expenses and ownership of Common Elements and Common Surplus is based upon and calculated using the following formula: a Unit’s undivided interest shall be a fraction in which the numerator of which is the number of square feet of floor space, within the Owner’s Unit and the denominator is the number of square feet of floor space in all Units contained in all five (5) Phases. The undivided share of ownership of the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or separately hypothecated. As long as the Condominium exists, the Common Elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned by a Unit Owner, pledged or transferred except as an appurtenance to the Units.

**6.1 Voting Rights.** Even though assessment obligations are weighted and allocated based upon the Unit’s square feet, each unit is entitled to one (1) vote per Unit regardless of the square feet, space or size of Units. Voting rights may be suspended pursuant to the terms of the Condominium Documents and/or Florida law. Suspension of voting rights shall not affect the basis for which Common Expenses are shared or Common Elements and Common Surplus owned. However, suspended Voting Interests shall be subtracted from the total number of votes

required when calculating any required vote or quorum during the period for which said Voting Interest is suspended.

## **7. EASEMENTS.**

**7.1 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, unless released in connection with termination of 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 the Unit Owners with respect to such easements.

**7.2 Utility and Other Easements.** The Association, through the Board of Directors, has the power, without joinder of any Unit Owner, to grant, modify or move easements such as electric, gas, cable television, or other communication, information or internet services, or other access, utility or service easements, or relocate any existing easements, in any portion of the Condominium Property or Association Property, as the Board shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units. The Association, through the Board of Directors, may also transfer title to utility-related equipment, facilities or material, and may take any other action to satisfy the requirements of any utility company or governmental agency. In addition, there is also an existing utility easement shown on Exhibit "A" and a forty-five (45) foot nonexclusive ingress, egress, pedestrian, vehicular and utility easement in favor of the Condominium as recorded in Official Records Book 3951 at Page 2727.

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

**7.4 Ingress and Egress.** A non-exclusive easement shall exist in favor of each Unit Owner and Occupant, their respective Tenants, 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 portion of the Common Elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

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

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

**8. DESCRIPTION AND THE IDENTIFICATION OF THE BUILDINGS AND UNITS.**

**8.1 Identification of Building and Units – Phase I.** There will be eleven (11) Commercial Units to be designated as follows:

Building 400: 401, 402, 403, 404, 405, 406, 407, 408, 409, 410 and 411

There shall be approximately sixty-three (63) uncovered paved parking spaces.

**8.2 Identification of Building and Units – Phase II.** There will be eleven (11) Commercial Units to be designated as follows:

Building 300: 301, 302, 303, 304, 305, 306, 307, 308, 309, 310 and 311

There shall be approximately thirty (30) uncovered paved parking spaces.

**8.3 Identification of Building and Units – Phase III.** There will be ten (10) Garage Units to be designated as follows:

Building 500: 501, 502, 503, 504, 505, 506, 507, 508, 509 and 510

**8.4 Identification of Building and Units – Phase IV.** There will be eleven (11) Commercial Units to be designated as follows:

Building 200: 201, 202, 203, 204, 205, 206, 207, 208, 209, 210 and 211

There shall be approximately thirty-three (33) uncovered paved parking spaces.

**8.5 Identification of Building and Units – Phase V.** There will be eleven (11) Commercial Units to be designated as follows:

Building 100: 101, 102, 103, 104, 105, 106, 107, 108, 109, 110 and 111

There shall be approximately fifty-nine (59) uncovered paved parking spaces.

A graphic description of the building, as well as each unit type, is attached hereto as part of Composite Exhibit “A” to the Amended and Restated Declaration. A survey of the land, plot plan and elevations of the improvements are also included within Composite Exhibit “A”. These exhibits, together with this Declaration of Condominium, identify each Unit, their relative locations and approximate dimensions as well as the common elements of this Condominium.

**8.6 Boundaries of Individual Units.** The respective Units shall not be deemed to include the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceiling surrounding each Unit or any pipes, wires, conduits or other utility lines running through each Unit which are utilized for or serve more than one (1) Unit, the same being the Common Elements as hereinafter provided. Each Unit shall be bounded as to both horizontal and perimetrical boundaries as below defined, whether the same exist now or are created by construction, settlement or movement of the building, or permissible repairs, reconstruction or alterations. The boundaries shall be determined in the following manner: (1) Horizontal boundaries: a) Upper Boundary – the upperside of the finished decorated ceiling of the Unit (exclusive of structural beams), extended to meet the perimetrical boundaries; b) Lower Boundary – The upperside of the concrete slab upon which the Unit is affixed, extended to meet the perimetrical boundaries. (2) Perimetrical Boundaries – The perimetrical boundaries shall be the interior surfaces of the perimeter walls of the Unit.

Where there are apertures within a Unit, including but not limited to windows, doors and all surfaces made of glass or other transparent material, the boundaries of the Unit shall extend to the exterior surfaces of said apertures. However, exterior glass windows shall not be within the boundaries of any Unit and shall be deemed Common Elements.

**8.7 Exclusive Use.** Each Unit Owner shall have the exclusive use of his Unit.

**8.8 Appurtenances.** The ownership of each Unit shall include, and there shall pass with each Unit as appurtenances thereto whether or not separately described, all of the rights, title and interest including but not limited to:

**8.8.1 Common Elements.** Each unit owner has an undivided share of the Common Elements based upon their allocated percentage as described in Article 6 herein. With the exception of one uncovered parking space per unit which parking space is assigned to that Unit for their exclusive use as well as any parking space situated behind the roll up garage door in the rear of any unit which shall be for the exclusive use of the unit owner of said unit, all other parking spaces are deemed to be common element spaces for the use of all Unit Owners, their guests, invitees and licensees. All parking spaces, regardless whether they are considered an assigned limited common element or a common element, shall be used in accordance with the restrictions set forth herein as well as the rules and regulations promulgated from time-to-time by the Association.

**8.8.2 Easements.** For the benefit of the Unit. Provided, however, that the Association may suspend the right to use Common Elements or Association Property and suspend other rights or services as permitted by the Act.

**8.8.3 Association Membership** and interest in funds and assets held by the Association, provided that funds of the Association are not divisible and may not be separately hypothecated and further provided that the Association may suspend voting rights and other incidents of membership as provided by the Act.

**8.8.4 Limited Common Elements.** The right to exclusive use of the Limited Common Elements designated by this Declaration. Each Unit may have, as Limited Common Elements appurtenant thereto, such portions of the Common Elements as are defined herein and/or shown on the Condominium Plat, including, but not limited to, the following:

(a) Air Conditioning and Heating Equipment. All equipment, fixtures and installations located outside a Unit, which furnish air conditioning or heating exclusively to that Unit, shall be limited common elements, and shall be maintained, repaired, and replaced by and at the expense of the Owner of the Unit, such equipment shall be located in areas as designated by the Board of Directors. No window air conditioning Units shall be allowed.

(b) Parking. Each Unit has the exclusive right to one (1) uncovered parking space adjacent to and directly behind their respective Unit, which space has been assigned to that Unit by the Board of Directors. This one (1) assigned parking shall constitute Limited Common Elements and, as such are reserved for the use of the Unit appurtenant thereto, to the exclusion of other Units, and there shall pass with each Unit as appurtenant thereto the exclusive right to use the Limited Common Elements so appurtenant. Notwithstanding the designation of this parking as a Limited Common Element, expenses of maintenance and repair of the parking area shall be assessed in the same proportion as for the maintenance and repair of Common Elements as provided hereinafter.

**9. MAINTENANCE, ALTERATION AND IMPROVEMENTS.** Responsibility for the maintenance of the Condominium Property, and restrictions upon the alteration and improvement thereof, shall be as follows:

**9.1 Units – Association’s Responsibilities.** The Association shall maintain, repair and replace at the Association’s expense:

**9.1.1** All exterior portions of a Unit including the outside walls of the condominium building. Outside surfaces of all entry doors to a Unit shall be maintained by the Association but the cost of replacement of the door and any hardware shall be borne by the Unit Owner. Replacement of any item shall be to the same general or appropriate style and size as those previously installed to the extent possible.

**9.1.2** All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of a Unit that service part or parts of the Condominium other than the Unit within which contained; and

**9.1.3** All incidental damage caused by a Unit by such work specified in 9.1.1 and 9.1.2 of this subsection.

**9.1.4** Signage (other than that which is stenciled on glass or individual to a Unit) shall be maintained and repaired as a common expense of the Association. This provision shall

include any free standing monument signs adjacent to North Airport Road which identifies the Condominium.

**9.1.5** The Association, subject to the rights and obligations of the Owners set forth in this Amended and Restated Declaration, shall be responsible for the management, operation, maintenance and control of the Common Areas and Preservation Areas (Preserves) and Water Management Systems. The foregoing obligations include, but are not limited to, the following:

- (i) It is the Association responsibility to perform maintenance and monitoring on all wetland mitigation areas and keep these areas in compliance with the permit conditions.
- (ii) Maintenance, repair and replacement of all drainage and irrigation facilities; and of the Water Management System (unless said responsibilities have been transferred to a governing agency having jurisdiction thereof, which has assumed all maintenance responsibilities).
- (iii) The Association accepts the responsibility for perpetual maintenance of the conservation areas and agrees to take action against lot owners as necessary to enforce the conditions of the conservation easement(s) and of this permit.
- (iv) Maintenance, exotic removal and nuisance vegetation control within all conservation areas, preserve areas, mitigation areas, and upland buffer areas.
- (v) The wetlands, conservation areas, mitigation areas and upland buffer/compensation areas, may not be altered from their natural/permitted condition with the exception of; exotic or nuisance vegetation removal, or enhancement in accordance with the mitigation plan included in the conservation easement. Exotic vegetation may include, but is not limited to; melaleuca, Brazilian pepper, Australian pine and Japanese climbing fern or any other species currently listed by the Florida Exotic Pest Control Council. Nuisance vegetation may include cattails, primrose willow and grapevine.

**9.2 Units - Unit Owners' Responsibilities.** The responsibility of the Unit Owner shall be as follows:

**9.2.1** To maintain, repair and replace at his expense all portions of his Unit, except the portions to be maintained, repaired and replaced by the Association. The portions of a Unit to be maintained, repaired and replaced by the Unit Owner at his expense shall include but not be limited to the following items: windows and window frames and glass; the front entrance

(or entry) door and front entry door frame, locks and hardware and all other doors providing access to a Unit, electrical; mechanical and plumbing fixtures and outlets, all portions of the heating and air conditioning equipment; floor coverings, except floor slabs; exterior awnings (over doors or windows) if installed by an Owner with Association approval; interior fixtures such as electrical and plumbing fixtures; inside paint and other inside wall finishes. Operation of Mechanical Equipment and its installation shall be done in a manner that will not cause annoyance to the residents of other Units.

**9.2.2** Not to make or cause to be made any structural additional or material alteration, decoration, repair, replacement or change to the Common Elements and/or the Limited Common Elements or to any outside or exterior portion of the building, whether part of Unit, the Common Elements and/or Limited Common Elements without the prior written approval of two-thirds (2/3rds) of those members present in person or by proxy and voting at a duly called meeting of the membership. The color, style and type of all exterior window treatment and the size and location of stenciled signage, shall be determined by the Board of Directors, whose opinion shall be binding upon all Unit Owners.

**9.3 Common Elements – Association’s Responsibilities.**

**9.3.1** The maintenance of the Common Elements and the Limited Common Elements shall be the responsibility of the Association; and there shall be no material alterations to the Common Elements and the Limited Common Elements, except in the manner provided in this Amended and Restated Declaration or in the Amended and Restated Bylaws of the Association.

**9.3.2** The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the Condominium Property and may join with other Condominium Associations in contracting with the same firm, person or corporation for maintenance and repair.

**9.3.3** No Unit Owner shall make any nonmaterial or additions in the portions of the improvements of the Condominium which are to be maintained by the Association (without the prior written approval of two-thirds (2/3rds) of the total Board of Directors), or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the Condominium Building containing his Unit, or impair any easements. Unit Owners subject to design approval of the Association may install windows in loft areas, if lofts are constructed within the exterior of a Unit.

**9.3.4** The Association shall determine the exterior scheme of the building and all exterior surfaces and shall be responsible for the maintenance thereof (except as otherwise provided herein) and no Unit Owner shall paint an exterior wall, door, window or any exterior surface without the prior written consent of a majority of the Board of Directors. Stenciled lettering identifying the name of a business, the name of the owner or the Unit number is permitted subject to the size of the letters not exceeding six (6”) inches high without Association approval.

**9.4 Enforcement of Maintenance.** In the event the Unit Owner fails to maintain his Unit as herein required, or makes any structural addition or alteration, or change without the required consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a court of competent jurisdiction for an injunction to seek compliance with the provisions hereof. Each Unit Owner is entitled to the exclusive possession of his Unit subject to the Association's irrevocable right of access to each Unit during reasonable hours, when necessary, for the maintenance, repair or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units.

**9.5 Additional Unit Owner Obligations.** In connection with his maintenance, repair and replacement obligations, the Unit Owner shall have the responsibility to obtain the prior written approval of the Association, through the Board of Directors, before performing any maintenance, repair or replacement which requires: changes or alterations to the physical appearance of the Condominium Property visible from any exterior vantage; excavation; access to 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 Owners, Tenants and Invitees or the aesthetics of the Condominium Property, as determined by the Board. The Association may condition such approval on criteria as the Board deems reasonable, including but not limited to:

- Preservation of uniformity of appearance;
- Use of 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;
- Right (but not duty) of oversight by the Association or its agent;
- The Unit Owner submitting plans as to the scope of the contemplated repair;
- Restrictions as to hours of work;
- Imposition of time limits in which jobs must be completed and prohibitions against major renovations during certain times of year.



- Restrictions regarding equipment that may be parked or stored on or near the Condominium Property during construction and where ingress and egress for construction purposes may take place.
- Restrictions regarding the transport and storage of materials and supplies necessary for the construction to be performed.
- The Unit Owners' agreement to reimburse the Association for any costs reasonably incurred by the Association in connection with its review.

Unit Owners may not engage in "extensive" remodeling work or "heavy" construction activity, except with prior joint approval from the Board of Directors. "Extensive" remodeling and "heavy" construction shall be as defined by the Board of Directors in the rules and regulations from time to time, but, whether so defined or not, shall include, but not be limited to, activities involving the following:

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

The Board 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 this requirement.

**9.6 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 of his Unit, 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, refrigerators; the removal or modification of any partition, door or window; raising ceilings; or relocating 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 the Condominium, the quality of the proposed alteration, reasonable objections of neighboring Owners 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 Article 9.10 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.

**9.7 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.

**9.8 Material Alterations by Association.** There shall be no material alterations or substantial additions to the Common Elements or Association real property by the Association, except as authorized by the Board of Directors. Provided, however, that if any such alteration or addition require or obligate the expenditure of Association funds of more than five percent (5%) of the Association's budget for the fiscal year in which the work is authorized, including reserves, the Board shall obtain approval of a two-thirds (2/3) of the members present (in person or by proxy) and voting at an Association meeting, or by written agreement of two-thirds (2/3) of the entire membership. Necessary maintenance of the Common Elements, or Association Property regardless of the level of expenditure, is the responsibility of the Board of Directors. Cellular antennae and similar apparatus and apparatus to provide communication services or internet services as provided in Article 1.12, may be placed on the Condominium Property as authorized by the Board.

**9.9 Enforcement of Maintenance.** If, after reasonable notice, the Owner of a Unit fails to maintain the Unit or other portions of the Condominium Property as required by this Declaration, the Association shall have, without waiver of other remedies, the right to enter the Owner's Unit or Limited Common Elements and perform or cause performance of the necessary work, and/or institute legal proceedings at law or in equity to enforce compliance, and/or to take any and all other lawful actions to remedy such violation, in which event the Unit Owner shall be charged for the costs of such activities (including attorney's fees incurred by the Association) by the Association which shall be secured by a Lien for Charges.

**9.10 Damage Caused by Conditions of the Condominium Property.**

**9.10.1** Each Unit Owner shall be liable to the Association and/or other Unit Owners for the expenses of any maintenance, repair or replacement of the Condominium Property, made necessary by his intentional act or negligence, or by that of any member of his or their Occupants, Tenants or Invitees. If any condition, defect or malfunction existing within a Unit or Common Elements which the Unit Owner is obligated to insure, maintain, repair, or replace if caused by the Owner's (or his Occupant's, Tenant's or Invitee's) acts, negligence or failure to comply with the Condominium Documents or applicable law, shall cause damage to

the Common Elements, Association Property, or to other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance (including the deductible) and without waiver of any insurer's subrogation rights, provided that such responsibility shall be conditioned on the neighboring Unit(s) being adequately insured based on local standards and conditions. Further, any claim of a Unit Owner against the Association or another Unit Owner relative to damage to the Condominium Property, to the extent the Association or other Unit Owner might otherwise be liable pursuant to the Condominium Documents or applicable law, shall be predicated upon the Unit Owner making the claim being adequately insured based on local standards and conditions, whether or not individual Unit Owner insurance is mandated by the Act. Should any Unit Owner fail to maintain such insurance, any claim will be reduced to the extent such Unit Owner's insurance, if obtained pursuant to the above-described standards, would have provided coverage or compensation for the loss and without waiving any other remedy of the Association regarding Unit Owner insurance requirements. The requirement that the individual Unit Owner obtain insurance shall not be construed to confer any additional liability or responsibility on the Association or other Unit Owners (without limitation, the Association shall not be obligated to obtain proof of Unit Owner insurance), but is intended to require Unit Owners and the Association to respectively insure risks that are customarily experienced in condominiums located in Florida's coastal communities, condominiums in general, including but not limited to damages occasioned by windstorms, hurricanes, tornadoes, floods, rainstorms, bursting pipes, water seepage and leakage, and mold and mildew, regardless of whether such insurance is legally required. If one or more of the Units involved is not occupied at the time a damage incident is discovered (regardless of the cause), the Association may enter the Unit(s) without prior notice to the Owner(s) and take reasonable action to mitigate damage or prevent its spread, at the Unit Owner's expense. The Association may, but is not obligated to, repair the damage without the prior consent of the Owner, in the event of an emergency, and the Owner shall be responsible for reimbursement of the Association, with the cost being secured by a Lien for Charges.

**9.11 Combination of Units.** Two contiguous Units may, subject to the prior written approval of the Board of Directors, be combined in to a single commercial space. The Board may disapprove such request, based upon its discretion, and upon a finding that the proposed combination of Units is not in the best interests of the Association. The Board, as a condition of approving the combination of Units, may require sealed plans from an Architect or Professional Engineer licensed to practice in Florida, certifying to the Association that the proposed work affiliated with the Unit combination complies with all applicable laws, codes, and ordinances. The Board may further require such Professional Engineer's or Architect's certification at the end of the work, certifying that said work has been performed in accordance with the plans and specifications, and in accordance with all applicable laws, codes, and ordinances. The Owner (and his successor in title) shall be required to indemnify and hold the Association and Unit Owners harmless for any claim of any nature arising from the combination or reconfiguration of the Unit. Should the Board, in its discretion, determine that the Association must retain independent professionals to review the request, including but not limited to engineers, architects, or attorneys, the Association may also condition approval of the requesting Unit Owner's agreement to reimburse the Association for said fees and expenses. Units which have been combined shall, after combination, be used only as a commercial Unit (including rental rights). The Board may require, as a condition of approval, reasonable insurance be procured, at

the expense of the requesting Unit Owner, and the Association may require that such insurance name it as an additional insured. Units which have been combined shall constitute two Units for purposes of sharing Common Expense, ownership of Common Elements, and voting rights. If Units which have been combined are sold, they shall be sold as a single commercial Unit, unless specifically approved by the Board to the contrary. If combined Units are to be re-configured into two Commercial Units, the Board shall have the authority, using the same criteria listed above for combination of Units, to approve the reconfiguration. Without limitation, the Board shall have the authority to require plans from an Architect or Professional Engineer licensed to practice in Florida, certifying to the Association, that the reconfiguration of the Units into two Commercial Units is done in accordance with all applicable laws, codes, and ordinances and in accordance with the original configuration of the Units.

**9.12 Hurricane Protection.** 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. In addition to other hurricane shutters that the Board has or will approve as part of the Association's hurricane shutter specifications, the Association will allow Unit Owners to install corrugated metal shutters to be installed so long as these types of panels or shutters are put up no sooner than forty-eight (48) hours prior to the storm's projected hit and so long as same panels or shutters are removed within forty-eight (48) hours after the storm has passed. In addition, Unit Owners are allowed to install roll-down or accordion shutters that match the color of the building exterior.

**10. ASSESSMENTS AND CHARGES.** Assessments against Owners shall be made by the Board of Directors of the Association, in the manner provided in the Bylaws and as follows, and shall be borne by the Unit Owners on the basis set forth in Article 6 and elsewhere in these Condominium Documents.

**10.1 Liability for Assessments and Charges.** A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale or by deed in lieu of foreclosure, shall be liable for all Assessments and Charges coming due while he/she is the Unit Owner. Except as provided in Article 10.5, 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.

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

**10.3 Notice of Intention to Foreclose Lien.** 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 or foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this sub-section are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

**10.4 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, 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.

**10.5 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.

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

**10.7 Certificate of Unpaid Assessments.** Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments against him/her with respect to his/her Unit. The Association, its agents, and counsel shall be entitled to charge a fee for preparing such information, in amounts established by the Board, or in a management agreement between the Association and a Community Association Management Firm, or based on reasonable and customary fees charged by legal counsel.

**10.8 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.

**10.9 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; and acceleration.

**11. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM.** The administration and management of the Condominium shall be by the Association, which shall have by and through its Officers and Directors, such powers, authority and responsibilities as are vested in the Officers and Directors of a corporation not-for-profit under the laws of the State of Florida, including but not limited to those set forth more specifically elsewhere in the Condominium Documents. The Association shall have authority to enter into management and other agreements concerning the matters of common interest through its Officers. The management of the

Association and election of the Members to the Board of Directors shall be as set forth in the Bylaws. Without limiting the foregoing, the Association shall have the following rights and powers:

**11.1 Access.** The irrevocable right of access to each Unit and its appurtenant Limited Common Elements during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration, or as necessary to prevent damage to the Common Elements or to any Unit or Units, or to determine compliance with the terms and provisions of this Declaration, the exhibits annexed hereto, and the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time. A pass key must be provided by the Unit Owner to the Association for each Unit entry door. The Association may utilize a master key system. When a Unit Owner must maintain, repair or replace portions of the Condominium Property as provided herein, and which requires access to another Unit for said purpose, the Unit Owner shall have reasonable right of access which shall be administered through the Association, under such terms and conditions as the Board deems prudent under the circumstances. The Unit Owner upon whose behalf access has been obtained shall be obligated for the expense of repairing any damage to the Condominium Property or personal property of the Unit Owner.

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

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

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

**11.5 Acquisition or Transfer of Real Property; Leasing Common Elements and Association Property.** The power to acquire or transfer real property owned by the Association or otherwise convey and mortgage real property for the use and benefit of its Members with the same approval of Unit Owners as needed to amend the Declaration. No Unit Owner approval shall be required to purchase (or mortgage) a Unit through foreclosure or deed in lieu of foreclosure. Leasing of Units, Common Elements or Association Property may be approved by the Board of Directors, as well as the lease fees, use fees, and other fees permitted by the Act or the Condominium Documents.

**11.6 Membership Agreements.** As provided in Article 15, the power to enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities upon approval of two-thirds (2/3<sup>ths</sup>) of the entire Voting Interests.



**11.7 Fees for Use of Common Elements; Other Fees and Deposits.** Pursuant to Section 718.111(4) of the Act, the Board of Directors shall have the authority to set use fees for private use of Common Elements or Association Property, as well as the regulations and policies pertaining to such use. The Board of Directors may also establish other fees and deposits determined necessary by the Board. Without limitation, same include: fees for the issuance of parking passes or decals; move in-move out fees and damage deposits (if Association agents or personnel have to watch the movers, etc.); fees for architectural/engineer review of renovation/alteration plans; contractor damage deposits; fees for hurricane preparation (closing and opening shutters when Owner is absent from Unit); fees for the costs of procuring extra insurance necessary to protect the Association when the Association's approval of a Unit Owner request, or when otherwise appropriate under the Condominium Documents, results in the procurement of such insurance; and internet service, facsimile service and other services using Association equipment. Nothing in this Declaration shall be construed as obligating the Association to provide any of the aforementioned services.

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

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

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

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

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

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

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

As used in this section, "Association" shall include within its meaning all of the Association's Directors, Officers, Committee Members, and other persons the Association may be required to indemnify, to the extent and limit of such indemnity, and without waiving, reducing or otherwise modifying coverage obligations or subrogation rights of any insurer.

**11.10 Disclaimer, Waiver, and Release of Claims Regarding Mold and Mildew.** Each Unit Owner acknowledges that the Condominium is located in a hot, humid climate, which is conducive to the growth of mold and/or mildew. The Board of Directors shall have the authority to adopt reasonable Rules and Regulations regarding maximum or minimum temperatures for Units and/or require that the air conditioning to the Units be set within certain temperature and/or humidity ranges and may require Owners to take such further actions as the Board deems advisable to control humidity and mold and/or mildew growth.

The Association shall not be responsible for the prevention of mold and/or mildew or any damages, including, but not limited to any special or consequential damages, property damages, personal injury, loss of income, emotional distress, death, loss of use, loss of income diminution or loss of value of the Unit, economic damages, and adverse health effects relating to, arising from or caused by mold and/or mildew accumulation regardless of the cause of said mold/or mildew.

Each Unit Owner and each other person having an interest in or lien upon, or making any use of, any portion of the Condominium Property shall be bound by this provision and shall be deemed to have automatically waived any and all claims, obligations, demands, damages, causes of action, liabilities losses and expenses, whether now known or hereafter known, foreseen or unforeseen, that such person has, or may have in the future, in law or in equity against the Association, its Officers, Directors, and Committee Members, or any person or entity the Association is obligated to indemnify (and without waiving, reducing or otherwise modifying coverage obligations or subrogation rights of any insurer) arising out of, relating to, or in any

way connected with indoor air quality, moisture, or the growth, release, discharge, dispersal or presence of mold and/or mildew or any chemical or toxin secreted therefrom.

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

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

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

**12.2 Coverage.**

**12.2.1 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 (including Limited 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 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.

**12.2.2 Flood.** If and to the extent that the Condominium is not located within a specific flood hazard area, the Association typically will not procure flood insurance through the National Flood Insurance Program (NFIP), or through any similar federally-sponsored or related program, or through private carriers with similar coverage. Unit Owners are free to procure flood insurance coverage through their own individual policies, if at all.

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

**12.2.4 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.

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

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

**12.3 Deductible and Other Insurance Features.** The Board of Directors shall establish the amount of the deductible under the insurance policies, and other features (including but not limited to exclusions), 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.

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

**12.5 Insurance Shares or Proceeds.** Insurance proceeds of policies purchased by the Association covering property losses shall be paid to the Association, and all policies and endorsements thereon shall be deposited with the Association. The duty of the Association shall

be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares:

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

**12.5.2 Unit; Proceeds On Account Of Damage To Units Shall Be Held In The Following Undivided Shares.**

**12.5.2.1 Surplus.** It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed in the manner elsewhere stated.

**12.5.2.2 When The Condominium Building Is To Be Restored.** For the Owners of damaged Units in proportion to the costs of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

**12.5.2.3 When The Condominium Building Is Not To Be Restored.** An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Expenses appurtenant to the Unit.

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

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

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

**12.6.1 Reconstruction or Repair.** If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the Unit Owners, or, at the option of the Board, may be deposited in the Association's reserve fund.

**12.6.2 Failure to Reconstruct or Repair.** If it is determined in the manner provided in Article 13.2 that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed in accordance with the Plan of Termination approved pursuant to Article 17.

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

**13. RECONSTRUCTION AFTER CASUALTY.** If any part of the Condominium Property shall be damaged by Casualty or covered cause of loss under the Association's applicable insurance policy, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

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

**13.2 The Building.**

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

**13.2.2 Major Damage.** If the damage renders more than 50% of the Units in the Condominium uninhabitable, as determined by the Board of Directors or governmental agencies of jurisdiction, the damaged property will be reconstructed or repaired, unless 75% of the entire Voting Interests in the Condominium agree in writing that such reconstruction or repair shall not take place. The decision whether or not to reconstruct or repair shall be made within one hundred eighty (180) days after the Casualty or covered cause of loss under the Association's applicable insurance policy, 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.

**13.2.3 Plans and Specifications.** Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Building, as set forth in the plans and specifications for the Building, or if not, then according to plans and specifications approved by the Board of Directors, regardless of whether it is a material alteration or substantial addition as described in Article 9.7 and no vote of the Unit Owners shall be required. However, if the application of a governmental regulation or code requires that a building be elevated to or above the base flood elevation when it is reconstructed, the plans and specifications must be approved by all record owners and all record lienholders. Such approvals must be obtained within three (3) years after the casualty, and if such approvals are not obtained, the Condominium shall be terminated in accordance with the procedures in Article 17.

**13.2.4 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 or covered cause of loss under the Association's applicable insurance policy through available insurance proceeds, plus a special assessment against each Unit Owner not to exceed 10% of the average fair market value of the Units, as determined by the Board. This calculation shall not include costs affiliated with those items the Unit Owner is obligated to repair or replace, at the Unit Owner's expense. A governmental agency's declaration or order that the Condominium Property may not be occupied 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.

**13.3 Responsibility.** All reconstruction work after a Casualty or covered cause of loss under the Association's applicable insurance policy 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 Directors. 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 Article 13.5 below. If an Owner fails to repair and reconstruct those items that the Unit Owner is responsible for under this Declaration, the Association shall have, without waiver of other remedies, the right to proceed in accordance with Article 9.8, in which event the Unit Owner shall be charged for the costs of such activities (including attorney's fees incurred by the Association) by the Association which shall be secured by such rights as exist for collecting Common Expenses under these Condominium Documents i.e., a Lien for Charges.

**13.4 Estimates of Costs.** After a determination is made to rebuild or repair damage to property for which the Association or Unit Owner has the responsibility of reconstruction and

repair, the Association or Unit Owner shall obtain promptly reliable and detailed estimates of the cost to rebuild or repair.

**13.5 Assessments.** The cost of reconstruction after Casualty for those portions of the Condominium Property required to be insured by the Association shall be considered a Common Expense, pursuant to Section 718.111(11)(j) of the Act. However, any cost of repair, reconstruction or replacement of portions of the Condominium Property that is not caused by a Casualty or covered cause of loss under the Association's applicable insurance policy, as determined by the Board of Directors, shall be repaired, and said costs allocated pursuant to the general maintenance, repair, and replacement provisions of this Declaration.

**13.6 Damage Caused By Wear and Tear of the Condominium Property.** Damage to the Condominium Property that is not caused by a Casualty as defined in Article 1.9 or covered cause of loss under the Association's applicable insurance policy, shall be repaired or replaced in accordance with the provisions of Article 9 and shall not be subject to this Article 13.

**13.7 Termination of Condominium if Not Reconstructed.** If the Owners vote not to reconstruct the Condominium by vote described in Article 13.2.2 hereof, the Condominium shall be terminated in accordance with the procedures set forth in Article 17 hereof.

**13.8 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:

**13.8.1** To determine after a Casualty whether the Units can be safely occupied, which decision shall not be conclusive as to the determination of habitability in Article 13.2. Such decision shall be based upon the advice of emergency management officials or a licensed professional.

**13.8.2** To declare any portion of the Condominium Property or Association Property unavailable for occupation by Owners or Tenants 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 or Tenants.

**13.8.3** 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.

**13.8.4** To contract on behalf of Unit Owners, with said Owners responsible to reimburse the Association, for items for which the Owner is responsible but which may be necessary to prevent further damage. Without limitation, this includes 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.

**13.8.5** 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.

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

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

**13.8.8** To enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

**13.8.9** To exercise all emergency powers set forth in the Act.

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

**14.1 Use Restrictions.**

**14.1.1** The Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on the Condominium Property or which will obstruct or interfere with the rights of the other Unit Owners or annoy them by unreasonable noise or otherwise; nor shall the Unit Owner commit or permit any nuisances, immoral or illegal acts in or about the Condominium Property.

**14.1.2** Reasonable regulations concerning the use of the Common Elements and Limited Common Elements may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and tenants of the Condominium upon request.

**14.1.3** No Unit Owner shall utilize or construct more than thirty-seven percent (37%) of the square feet of a Unit as office space without prior written approval by the Board of Directors. The balance of a Unit not utilized as office space shall be warehouse, storage or other uses as permitted by governmental zoning regulations. This restriction shall not be modified unless governmental regulations are amended to allow a greater use of office space based upon the number of parking space constructed within the Condominium Property.

**14.1.4** Commercial Units shall be used for permissible commercial purposes only and may not be used for residential purposes. Garage Units may not be used to operate a business or for any commercial use. Garage Units may only be used for storage or warehouse purposes only.

**14.1.5** All Units in the Condominium shall be used for no purpose other than the permitted uses described in this Article, except for the Common Elements on which there may be placed landscaping, parking areas and private streets. No part of the Condominium shall ever be used or caused to be used or allowed or authorized to be used in any way, directly or indirectly, for any residential or other purpose. All such use and operation shall be performed and carried out entirely within a Unit in such a manner that the enclosed operations and uses within the Unit do not cause or produce a nuisance to other portions of the Condominium such as, but not limited to, vibration, sound, electromechanical disturbance and radiation, air or water pollution, dust or emission of odors, toxic or nontoxic matter.

**14.1.6** Uses that are neither specifically prohibited nor specifically authorized by this Declaration may be permitted in a special case if written plans and specifications for such operations or uses, containing such information as may be requested by the Association, are submitted to and approved by the Board of Directors which approval shall be based upon analysis of the anticipated effect of such uses upon such other Units and upon the occupants thereof, but shall be in the sole discretion of the Board of Directors.

**14.2 Nuisances.** No nuisances or noxious or offensive trade or activity shall be allowed to exist upon the Condominium Property, nor shall use or practice which is the source of annoyance to Unit Owners or which interferes with the peaceful possession and proper use of the property by its Unit Owners be allowed.

A nuisance shall include, without limitation, any of the following conditions:

**14.2.1** Emissions of dust, sweepings, dirt, cinders, fumes, odors, gases, vapors, acids or other substances into the atmosphere that may adversely affect the use or intended use of any Unit or may adversely affect the health, safety or comfort of persons in the Condominium;

**14.2.2** Discharge of waste or any substance or material of any kind into any public or Association-maintained sewer serving the Condominium or any part thereof, in violation of any law, rule or regulation of any public body or utility having jurisdiction thereof;

**14.2.3** The reception at any point outside the boundaries of a unit of noise or vibrations from any activity, machine, device or combination thereof, located in that Unit that unreasonably interferes with the use or enjoyment of any other Unit. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist. No Unit Owner shall permit any use of his or her Unit or the Common Elements that will increase the cost of insurance upon the Condominium Property above that required when the Unit is used for the approved purposes or that will result in a cancellation of such insurance.

**14.2.4** Operating a vehicle repair or garage shop where cars are worked on, serviced, parked or stored outside of the Owner's Unit boundary.

**14.2.5** Any business or commercial operation where goods or products are being sold from or marketed on common element property. Only vehicles which are used primarily in connection with the owner or its tenant(s) registered and approved business may be allowed to be parked on the Condominium Property. Owners and their tenant(s), if any, are not allowed to store their or their customer's personal property or sell or offer to sell their business inventory on the Condominium's Common Elements.

**14.3 Lawful Use.** No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part of it. Each Unit Owner and occupants shall comply with all of the requirements of the local or state health authorities and with all other applicable governmental rules, codes and laws with respect to the use and occupancy of that Unit.

**14.4 Inside and Outside Installation.** No television, radio or other electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on any of the Building or other improvements constructed on the Condominium Property unless and until the same shall have been approved in writing by the Board of Directors. No wiring, air conditioning, water softeners, or other machines shall be installed on the exterior of the Building or be allowed to protrude through the walls or roof of the Building with the exception of that installation as part of the initial construction, unless the prior written approval of the Board of Directors has been obtained. No Owner shall make any exterior addition, change or alteration to the Building. No exterior storage of any kind whatsoever shall be allowed overnight on the Common Elements except as authorized by the Board of Directors.

Nothing shall be done in a Unit or in, on or to the Common Elements which will or may tend to impair the structural integrity of or which would structurally alter the Building, except as otherwise expressly provided herein. Where appropriate, Units shall be furnished and equipped with sufficient protective lining, so as to shield other Units and the Common Elements from the effects of x-rays and other radiation or radioactive substances. No Owner shall connect to electric wires, water pipes or air pipes, any apparatus, machinery or devices without the consent of the Board of Directors. No electronic data processing machines or medical or dental equipment or machines using water or electrical current in excess of that normally anticipated to be used in the Condominium may be used in the Condominium without prior consent of the Board of Directors.

**14.5 Window Treatments.** All Unit Owners shall install window treatments which must first be approved in writing by the Board of Directors.

**14.6 Signage.** Outside signs and the size, style and location shall be determined by the Board of Directors. Any request to make changes to these signs must be submitted to the Board and must receive prior written approval by a majority of the Board. No additional directional arrows or other signs of an informational nature may be placed on the common elements. Changes and maintenance expenses of all general building signage shall be at the

expense of the Condominium Association. Interior signage (within a Unit) which is visible from the exterior of the building (including stenciled lettering on glass) or signage on exterior awnings is permitted only after approval of a majority of the Board of Directors.

**14.7 Refuse and Waste.** All rubbish, trash, garbage and other waste shall be regularly removed from each Unit and shall not be allowed to accumulate therein. No refuse container shall be maintained on the Common Elements other than in a location and manner provided for by the Board of Directors in accordance with its rules adopted from time to time, and no such container shall be kept or maintained in any Unit so as to be visible from the Common Elements. The Association shall be responsible for the costs of refuse storage and collection. The plumbing system in the Condominium shall not be used for any purposes other than those for which they were constructed, and no rubbish or other substance shall be placed in the system so as to obstruct the system.

**14.8 Vehicle Parking.** Vehicle parking spaces are extremely limited and the Board is empowered to adopt and further amend rules and regulations regarding vehicle parking with the exception of one (1) uncovered parking space adjacent to and directly behind a Unit assigned to each Unit by the Board of Directors, all remaining parking spaces are common element parking. According to the original recorded Declaration, the Developer represented that there was approximately sixty-three (63) uncovered paved parking spaces in Phase I, which contains eleven (11) Commercial Units which are designated Building 400 and eleven Commercial Units being 401, 402, 403, 404, 405, 406, 407, 408, 409, 410 and 411. In addition, the Developer represented that there was approximately thirty (30) uncovered paved parking spaces when it created Phase II which contains Building 300 Commercial Units being 301, 302, 303, 304, 305, 306, 307, 308, 309, 310 and 311. When the Developer created Phase IV which contains Building 200 and contains eleven (11) Commercial Units being 201, 202, 203, 204, 205, 206, 207, 208, 209, 210 and 211, it represented that there was approximately thirty-three (33) uncovered parking spaces. When the Developer created Phase V which contains Building 100 and eleven (11) Commercial Units being 101, 102, 103, 104, 105, 106, 107, 108, 109, 110 and 111, it represented that there was fifty-nine (59) uncovered parking spaces. Finally, when the Developer created and submitted Phase III which contains Building 500 and contains ten (10) Garage Units being Garage Units 501, 502, 503, 504, 505, 506, 507, 508, 509 and 510, the Developer represented that this Phase III would not create any additional uncovered parking spaces. As such, the Developer represented that it would create 195 total uncovered parking spaces. Assuming that all 54 Units each received and was assigned one (1) dedicated parking space as a limited common element, the remaining 141 uncovered parking spaces constitute common element parking for which each Unit has a non-exclusive easement or use and enjoyment subject to reasonable rules and regulations adopted by the Board to regulate use thereof understanding that onsite parking is inadequate and the Board has a right and obligation to regulate the use thereof. In addition, the Board is empowered to temporarily allocate and assign temporary and even lease particular use rights to particular parking spaces to particular Units. Any common element spaces so allocated, assigned or leased shall be on a temporary basis only and said spaces do not run with title to any Unit. All other parking spaces are Common Elements and the Board has the right to promulgate and enforce strict parking restrictions to make sure that some owners do not unfairly usurp the rights of all other Unit

Owners to reasonably access these common parking spaces. Only trailers which are used primarily in connection with the Owners/Tenants registered and approved business shall be allowed to be parked on the property and only with the prior written approval of the Board of Directors. No trailers, as that term is defined in subsection 14.8.1(A) are permitted to be parked or stored in front of any condominium. The Board is empowered to amend and adjust the parking policy from time to time when, and if, additional parking needs are determined.

**14.8.1(A)** “Trailers” means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled or drawn by a motor vehicle.

**14.8.1(B)** “Motor Homes” or “Recreational Vehicle” means any vehicles which are self-propelled, built on a motor vehicle chassis, and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria and which contain shower facilities, restroom facilities, and full cooking facilities shall be considered motor homes.

**14.8.1(C)** A boat and/or boat trailer, recreational vehicle, camper, travel trailer or motor home as that term is defined in 14.8.1 or off road vehicle which term by definition contains oversized wheels, tires, elevated suspensions may not be parked anywhere on the common property, however, these types of vehicles may be parked inside a Unit so long as the garage door is closed.

**14.8.1.1** No vehicle which is not currently licensed or cannot operate on its own power shall remain on the premises for more than seventy-two (72) hours. As used in this section, the term licensed shall mean that the vehicle displays, at all times, a license plate or license tag to which is affixed a sticker indicating that the vehicle is currently registered with the State of Florida or other state as the case may be. The Board, or any of the Board’s agents, who has reasonable cause to believe that a vehicle is unable to operate on its own power shall affix a sticker thereto notifying the owner of the vehicle that it is considered to be in violation of the condominium rules and regulations. The owner of such vehicle shall have twenty-four (24) hours from the date and time affixed to the sticker to respond to the Board or its agent and demonstrate that the vehicle can operate on its own power. If the owner cannot so demonstrate or if the owner does not contact the Board, the vehicle may be towed, at the discretion of the Board of Directors at the owner’s expense.

**14.8.1.2** Unnecessary vehicle noises are not permitted on Condominium Property.

**14.8.1.3** Vehicle maintenance is not permitted on the common element property. For purposes of this section, vehicle maintenance shall include, but not be

limited to, changing of oil and other fluids, engine maintenance or repair, body maintenance or repair. Cleaning the interior of the vehicle, waxing and checking fluid levels is permissible. Exterior vehicle washing is permitted. Emergency repairs to vehicles such as changing a tire are allowed.

**14.8.1.4** In order to ensure the accessibility to the condominium property by fire, ambulance and other emergency personnel, the Board of Directors shall have the authority to establish parking policies. Said restrictions shall become enforceable upon providing each owner with notice thereof either through written notice to the owners or the posting of signs.

**14.8.1.5** When a Unit is leased, the Unit Owner must remove their vehicle(s) so as to allow the tenant(s) to use the assigned parking space for the parking of tenant(s) vehicle. All parking spaces are solely intended for parking motor vehicles.

**14.8.2 Trailer Parking.** Commercial type trailers may not be parked on condominium property without the prior approval of the Board:

- i. Commercial type trailers, which are used only for the registered business which is occupying the Unit and which have dimensions no larger than 5 ft. x 10 ft. may be parked only in the unit owner's assigned parking space.
- ii. Owners who wish to park their trailers in the Park on an ongoing basis are required to fax or email a copy of the registration to the property manager within thirty (30) days of receiving Board approval.
- iii. All other trailers, used only for the registered business occupying the Unit, must be parked either in the designated areas along the east side of the property or in the marked parking spaces at the north boundary of the property;
- iv. All portions of the trailer, including tongues, shall be within the confines of one parking space; and
- v. Trailers shall not be secured, locked or attached to any portion of the Condominium.

**14.8.3 Common Parking.**

Permitted vehicles may also be parked in their Limited Common Element space. An auto or truck may be parallel parked behind an owner's unit, but shall be as close as feasible to their Unit in their particular building and shall not extend beyond the owner's unit or block the road or common access ways.

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

**15.1 Forms of Ownership:**

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

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

**15.1.3 Ownership by Corporations, Partnerships, Limited Liability Companies, Trusts, or Other Artificial Entities.** A Unit may be owned in trust, or by a corporation, partnership, limited liability company, or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the Unit may be used as a short-term or transient use for several entities or individuals as a shared Unit, fractional ownership. The approval of a partnership, trustee, corporation, limited liability company, 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 Unit Owner. The Primary Occupant shall be the person entitled to vote on behalf of the Unit, and exercise rights of membership. Any change in this Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one change in designation of Primary Occupant will be approved in any twelve (12) month period.

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

**15.2 Transfers Subject to Approval.**

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

**15.2.2 Gift.** If any Unit Owner is to acquire his title by gift, his ownership of his Unit shall be subject to the prior approval of the Board of Directors. Notice must be given at least thirty (30) days prior to the intended closing or title transfer date.

**15.2.3 Devise or Inheritance.** If any person shall acquire his title by devise, inheritance, through other succession laws, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors.

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

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

**15.3.1 Notice to Board of Directors.**

**15.3.1.1 Sale or Other Transfer.** A Unit Owner intending to make a bona fide sale or other title transfer of his Unit or any interest in it, including gifts, transfers to artificial entities, and the grant of partial estates, shall give to the Board of Directors notice of such intention, together with the name and address of the intended grantee, an executed copy of the purchase contract and its exhibits, or other documentation evidencing the transfer and such other information concerning the intended grantee and the transaction as the Board of Directors may reasonably require. The Board may require, without limitation, credit history, a criminal background investigation, past residency or employment verification, personal references, and a personal interview with the purchaser(s) and all proposed Unit Occupants.

**15.3.1.2 Devise or Inheritance.** A Unit Owner who has obtained his title by devise or inheritance, or operation of succession laws, shall give to the Board of Directors notice of the acquiring of his title, together with such information concerning the Unit Owner as the Board of Directors may reasonably require (including that set forth in Article 15.3.1.1 hereof), and a certified copy of the instrument evidencing the Owner's title.

**15.3.1.3 Failure to Give Notice.** If the above required notice to the Board of Directors is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Board of Directors at its election and without notice may approve or disapprove the transaction or ownership. If the Board of



Directors disapproves the transaction or ownership, the Board of Directors shall proceed as if it had received the required notice on the date of such disapproval.

### **15.3.2 Certificate of Approval.**

**15.3.2.1 Sale or Other Title Transfer.** If the proposed transaction is a sale or other prospective title transfer, then within thirty (30) days after receipt of such notice and information, including a personal interview if requested by Board of Directors, the Board of Directors must either approve or disapprove the proposed transaction.

**15.3.2.2 Devise or Inheritance.** If the Unit Owner giving notice has acquired his title by devise, inheritance, or through succession law, then within thirty (30) days after receipt of such notice and information, including a personal interview if requested by the Board of Directors, the Board of Directors must either approve or disapprove the continuance of the Unit Owner's ownership of his Unit.

**15.3.2.3 Approval of Occupant.** If the grantee is a corporation, partnership, trust, limited liability company, some other entity, or more than one individual who are not husband and wife or domestic partners, the approval of ownership by the corporation, partnership, trust, other entity, or multiple persons shall be conditioned upon approval of a Primary Occupant.

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

**15.4.1 Sale or Other Arms-Length Transaction to Bona Fide Third Party.** If the proposed transaction is a sale or other arms-length transfer to a bona fide third party purchaser, and has been disapproved without good cause, as described in Article 15.4.3, then within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors, or the Association itself, who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

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

**15.4.1.2** The purchase price shall be paid in cash. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or

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

**15.4.2 Gifts; Devise; Inheritance; Familial Transfers.** If the Unit Owner giving notice has acquired or will acquire his title by gift, devise, inheritance, or succession laws or in any other manner, and if the Board wishes to disapprove the transfer or continuance of ownership without good cause, then within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Board of Directors shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors (including the Association itself) who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

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

**15.4.2.2** The purchase price shall be paid in cash. The sale shall be closed within ten (10) days following the determination of the sale price. If the Association shall fail to purchase the Unit or provide a purchaser, or if the Association or a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such transfer ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

**15.4.3 Disapproval for Good Cause.** Disapproval of title transfers or the continuation of ownership pursuant to this Article 15, shall be made by the Board of Directors, if it is determined that the potential Unit Owner does not facially qualify for membership in the Association, or if the proposed transaction will result in a violation of the Condominium Documents. Only the following may be deemed to constitute good cause for disapproval on the grounds that the proposed purchaser does not facially qualify for membership in the Association or the proposed transaction will result in a violation of the Condominium Documents:

**15.4.3.1** The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed Occupants) intends to conduct himself in a manner inconsistent with the Condominium Documents;

**15.4.3.2** The person seeking approval (which shall hereinafter include all proposed occupants) has been convicted of or has pleaded no contest to:

- (a) a felony involving violence to persons, theft, arson or destruction of property within the past twenty (20) years; or
- (b) a felony demonstrating dishonesty or moral turpitude within the past ten (10) years; or
- (c) a felony involving illegal drugs within the past ten (10) years; or
- (d) any other felony in the past five (5) years; or
- (e) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction occurred.

**15.4.3.3** The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction occurred or when that label occurred;

**15.4.3.4** The person seeking approval is currently on probation or community control;

**15.4.3.5** The person seeking approval intends to purchase the Unit without paying at least twenty percent (20%) of the purchase price, excluding closing costs, in cash or in some form that would result in a first mortgage secured by the Unit with a loan to value ratio (based upon the bona fide sale price) in excess of eighty percent (80%);

**15.4.3.6** The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this Condominium or other residences as a Tenant, Occupant, or Owner;

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

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

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

If the Board disapproves a transfer for good cause, the Association shall have no duty to purchase the Unit or furnish an alternate purchaser, and the transaction shall not be made, or if made, shall be rescinded in the manner determined by the Board.

**15.5 Transfer Fee.** The Association may Charge a processing fee for the approval of transfers of title. The fee may not exceed the maximum permitted by law per transaction. The Association or its authorized agent may also charge a reasonable fee for the preparation of a certificate, commonly known as an estoppel certificate, stating all assessments and other monies owed to the Association by the Unit Owner with respect to the Condominium Parcel. The fee for the preparation of such certificate shall be established by a written resolution of the Board or provided for in a management, bookkeeping, or maintenance contract.

**15.6 Exceptions.** The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association or other mortgagee approved that acquires its title as the result of owning a first mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, or through foreclosure proceedings. However, a transferee of a first mortgagee shall be required to be approved by the Association and comply with all other terms of the Condominium Documents as a condition of ownership and holding title to a Unit in Page Field Commercial Park.

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

**15A. Leasing of Units.** All leases of Units or rentals of Units must be in writing. A Unit owner may lease or rent only his entire Unit, and then only in accordance with this Section. The privilege to rent or lease may be revoked by the Board of Directors if it is abused by the Unit owner, or the owner fails or refuses to follow the required procedures.

**15A.1 Procedures.**

(A) Notice. An owner intending to sell or rent his Unit must give to the Board of Directors (or its designee) written notice of such intention at least fifteen (15) days prior to the starting date of the proposed transfer together with the name and address of the proposed transferee, and other information about the transferee or the sale that the Board may reasonably require.

(B) Failure to Give Notice. Any lease entered into without notice in violation of the above provisions shall, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the transferee by summary proceedings without securing consent to such eviction from the Unit owner.

**15A.2 Term of Lease and Frequency of Leasing.** The minimum lease or rental term is twelve (12) months or one (1) year whichever is greater. The Board is empowered to make an exception to the minimum lease or rental term, and only where written permission is requested and granted prior to any said occupancy. No subleasing or assignment of lease or rental rights by the lessee is allowed.

**15A.3 Use of Common Elements and Common Areas.** To prevent overtaxing the facilities, unless prior approval by the Board of Directors is obtained, a Unit owner whose Unit is leased or rented may not use the Common Elements during the lease term.

**15A.4 Regulation by Association.**

(A) All of the provisions of the condominium documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a Unit as a lessee, tenant, or invitee to the same extent as against the owner. The Association may require lessees or tenants to post a security deposit as provided by law to protect against damage to the common elements. 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, 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 or rental agreement, whether oral or written, and whether specifically expressed in such agreement or not.

(B) The Board of Directors shall have the authority to approve all leases which authority may be delegated to a committee of Unit owners or the Association's management company. The Board shall have the authority to promulgate or use a uniform lease or rental application and require such other information from the proposed buyers or transferees as is appropriate under the circumstances. The Board shall have the right to delegate the screening of proposed tenants to a committee, or a commercial tenant screening concern. The Association may charge a fee for consideration of lease applications which shall not exceed the maximum fee prescribed by law.

(C) All leases or rentals shall be on a uniform form of lease if so promulgated by the Association. Uniform leases and all others will provide or shall be deemed to provide that the tenants have read and agreed to be bound by the various restrictions contained in the Declaration of Condominium, Articles of Incorporation, Bylaws of the Association, and Rules and Regulations (hereinafter "documentary regulations"). The uniform lease and other leases shall further provide or be deemed to provide that any violation of the applicable documentary regulations shall constitute a material breach of the lease and subject the tenant to eviction. If a tenant fails to abide by the applicable documentary regulations, the Unit owners shall be responsible for the conduct of the tenant. The Unit owner shall have the duty to bring his tenants' conduct into compliance with the documentary regulations by whatever action is necessary, including without limitation, the institution of eviction proceedings. If the Unit owner fails to bring the conduct of the tenant into compliance with the documentary regulations, the Association shall have the authority to act as agent of the owner to undertake whatever action is necessary to abate the tenants' noncompliance with the documentary regulations, including without limitations, the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have the right to recover any costs or fees, including attorney's fees incurred in connection with such actions from the Unit owner in the same manner as common expense charges.

(D) Upon receipt of all information and fees required by Association, the Association shall have the duty to approve or disapprove all proposed occupancy transfers, whether it be a sale or a lease, within fifteen (15) days of receipt of such information for approval. All requests for approval not acted upon within fifteen (15) days shall be deemed approved. If the Association disapproves a proposed transfer or lease of the Unit, the owner shall receive a short statement indicating the reason for the disapproval, and the transfer shall not be made. The Association shall have no duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application if any denial is based upon any of the following reasons:

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

(2) The application for approval on its face, or the conduct of the applicant, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium. By way of example, but not limitation, an owner allowing a tenant or transferee to take possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions.

(3) The person or occupants seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium as a tenant, Unit owner or occupant of a Unit.

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

(5) All assessments, fines and other charges against the Unit have not been paid in full.

(6) The proposed occupant makes any material misrepresentation during the application process, which shall justify retroactive disapproval of the application upon discovery of the misrepresentation.

**16. METHOD OF AMENDMENT OF DECLARATION.** Except as elsewhere provided otherwise, this Declaration may be amended in the following manner:

**16.1 Proposal of Amendments.** An amendment may be proposed by the President of the Association, a majority of the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

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

**16.3 Notice.** The subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

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

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

**16.6 Automatic Amendment.** Whenever the Act, Chapter 617, Florida Statutes or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in this Declaration of Condominium, the Board may operate the Association pursuant to the less stringent requirements without the need to change this Declaration. The Board of Directors without a vote of the Owners, may also adopt by majority vote, amendments to this Declaration of Condominium as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

**16.7 Proviso.** No amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the

mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

## **17. TERMINATION.**

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

### **17.1.1 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:

- 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
- 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.

**17.1.2 Optional Termination.** Except as provided in Article 17.1.1, 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.

**17.1.3 Very Substantial Damage.** If the Condominium suffers major damage as defined in Article 13, 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.

**17.1.4 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 Section 718.117(16) of the Act.

**17.2 Procedures for Termination and Sale.** The termination of the Condominium via either of the methods set forth in 17.1.1 through 17.1.3 herein shall be as set forth in Section 718.117(4) – (20) of the Act.



**17.3 Amendment.** This Article 17 may be amended in the same manner in which this Declaration may be amended generally, as set forth in Article 16.

**18. CONDEMNATION.**

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

**18.2 Determination Whether to Continue Condominium.** Whether the Condominium will be continued after condemnation will be decided in the same manner as repair after Casualty as set forth in Article 13 hereof.

**18.3 Distribution of Funds.** If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will 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, the size of the Condominium may be reduced. The Owners of condemned Units, if any, will share in awards and special assessments as provided below.

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

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

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

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

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

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

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

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

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

**18.7 Taking of Common Elements.** Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, may be returned to the Unit Owners or used by the Association as the Board may determine.

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

## **19. COMPLIANCE AND DEFAULT.**

**19.1 Duty to Comply; Right to Sue.** Each Unit Owner and his/her Tenants, Invitees and all Unit Occupants and the Association shall be governed by and shall comply with the provisions of the Condominium Act and the Condominium Documents. Action for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a Unit Owner against:

**19.1.1** The Association;

**19.1.2** A Unit Owner; or

**19.1.3** Anyone who occupies a Unit as a Unit Owner, Tenant, Occupant or Invitee. Unit Owners shall be jointly and severally liable for violations of the Condominium Documents by their Tenants, Invitees and Unit Occupants.

**19.2 Attorney's Fees.** In any legal proceeding arising out of an alleged failure of a Unit Owner, Tenant, Invitee or the Association to comply with the requirements of the Condominium Act or the Condominium Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and a reasonable attorney's fee before trial, at trial and on appeal.

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

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

**19.5 Notice of Lien or Suit.**

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

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

**19.5.3 Failure to Comply.** Failure of an Owner to comply with this Section 19.5 will not affect the validity of any judicial suit; however, the failure may render the Owner liable to any party injured by such failure.

**20. MISCELLANEOUS PROVISIONS.**

**20.1 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.

**20.2 Savings Clause.** If any provision of the Condominium Documents hereto, as the same now exist or as may be later amended or any portion thereof, shall be held invalid by any Court, or other governmental agency with proper authority to so hold, the validity of the remainder of said Condominium Documents shall remain in full force and effect.

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

**20.4 Notices.** All notices shall be given as provided in the Bylaws.

**20.5 Conflicts.** In the event of a conflict between any provision of the Condominium Documents and the Florida 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, same shall be governed as provided in the Bylaws.

**20.6 Interpretation.** The Board of Directors shall be responsible for interpreting the provisions of the Condominium Documents. The Board's interpretations shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Association's legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the interpretation is valid.

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

**20.8 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.

**20.9 Plurality; Gender.** Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

**EXHIBIT 1C**  
**SURVEY - SITE PLAN**

COMPOSITE EXHIBIT "A"

---

**PAGE FIELD BUSINESS PARK, A CONDOMINIUM**

CONDOMINIUM PLAT BOOK PAGE

EXHIBIT: SHEET: 1

**PROPERTY DESCRIPTION**

A PARCEL IN NORTH 1/2 OF THE NORTHEAST 1/4, SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, RUN SOUTH 00°48'10" EAST ALONG THE EAST LINE OF SAID SECTION 1, FOR 1,318.97 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE RUN SOUTH 89°05'30" WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 FOR 153.9 FEET TO THE WEST LINE OF THE FORMER SEABOARD AIRLINE RAILROAD, RIGHT-OF-WAY; THENCE RUN NORTH 00°29'32" WEST ALONG SAID WESTERLY LINE FOR 50 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED. FROM SAID POINT OF BEGINNING CONTINUE NORTH 00°29'10" WEST ALONG SAID WESTERLY LINE FOR 575 FEET; THENCE RUN SOUTH 89°05'30" WEST PARALLEL WITH SAID SOUTH LINE OF THE NORTH HALF FOR 450 FEET; THENCE SOUTH 00°29'32" EAST PARALLEL WITH SAID WESTERLY LINE OF SAID FORMER RAILROAD RIGHT-OF-WAY FOR 575.0 FEET TO THE NORTH LINE OF A COUNTY ROAD KNOWN AS THE NORTH AIRPORT ROAD; THENCE RUN NORTH 89°05'30" EAST ALONG SAID NORTH LINE OF SAID COUNTY ROAD (SAID NORTH LINE BEING 90 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTH 1/2) FOR 450 FEET TO THE POINT OF BEGINNING. LESS THE WESTERLY 100 FEET OF THE SOUTHERLY 279 FEET OF THE ABOVE DESCRIBED PROPERTY.

**NOTES**

- BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; AS BEING S 00°30'10" E.
- THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD.
- IMPROVEMENTS OTHER THAN THOSE SHOWN WERE NOT LOCATED.
- THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
- THIS SURVEY DOES NOT ADDRESS ANY ENVIRONMENTAL CONCERNS, ENDANGERED WILDLIFE OR JURISDICTIONAL WETLANDS, IF ANY, EXCEPT AS SHOWN HEREON.
- THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE B, HAVING NO BASE FLOOD ELEVATION, PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP # 125106 0020 B, DATED NOVEMBER 15, 1984.
- BENCHMARK ORIGIN: U.S.G.S. BRASS DISC STAMPED Z 415 1992 ELEVATION = 16.73' (NGVD 1929)
- ELEVATIONS REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929. (N.G.V.D. '29)
- THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS, OR FREEDOM OF ENCUMBRANCES.
- THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OF TITLE AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.

**CERTIFIED TO:**

PAGE FIELD COMMERCIAL LLC.

Q. GRADY MINOR AND ASSOCIATES, P.A.

SIGNED: 12-4-03

*Stephena Burns*  
STEPHENA BURNS, P.S.M., P.F.-008  
STATE OF FLORIDA

**PAGE FIELD BUSINESS PARK,  
A CONDOMINIUM**

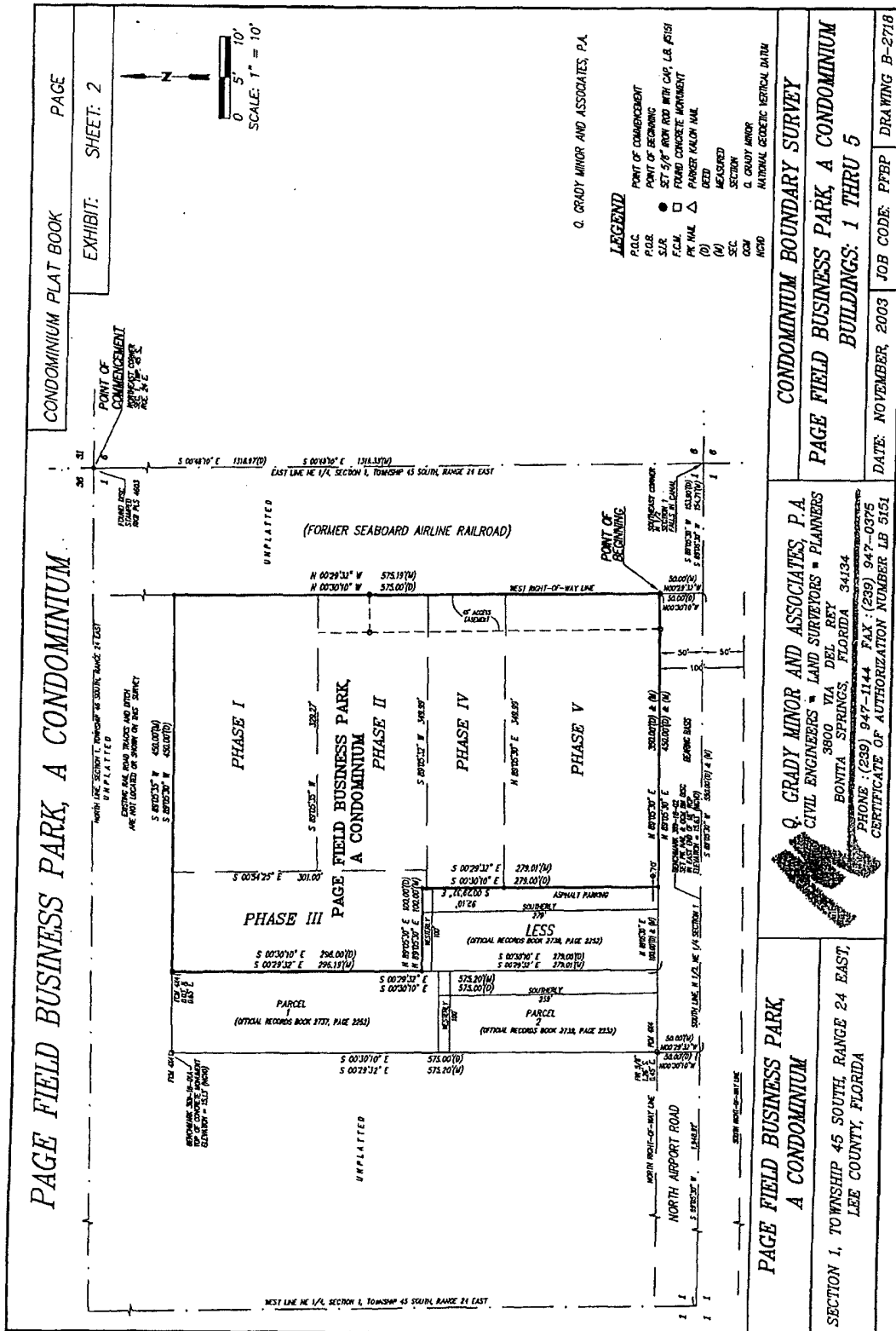
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS  
3800 VIA DEL REY  
BONITA SPRINGS, FLORIDA 34134  
PHONE: (239) 947-1144 FAX: (239) 947-0975  
CERTIFICATE OF AUTHORIZATION NUMBER LD 5151

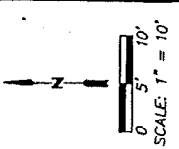
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**PAGE FIELD BUSINESS PARK, A CONDOMINIUM  
BUILDINGS: 1 THRU 5**

DATE: NOVEMBER 2003 JOB CODE: PFPP DRAWING B-2718



CONDOMINIUM PLAT BOOK PAGE  
EXHIBIT: SHEET: 2

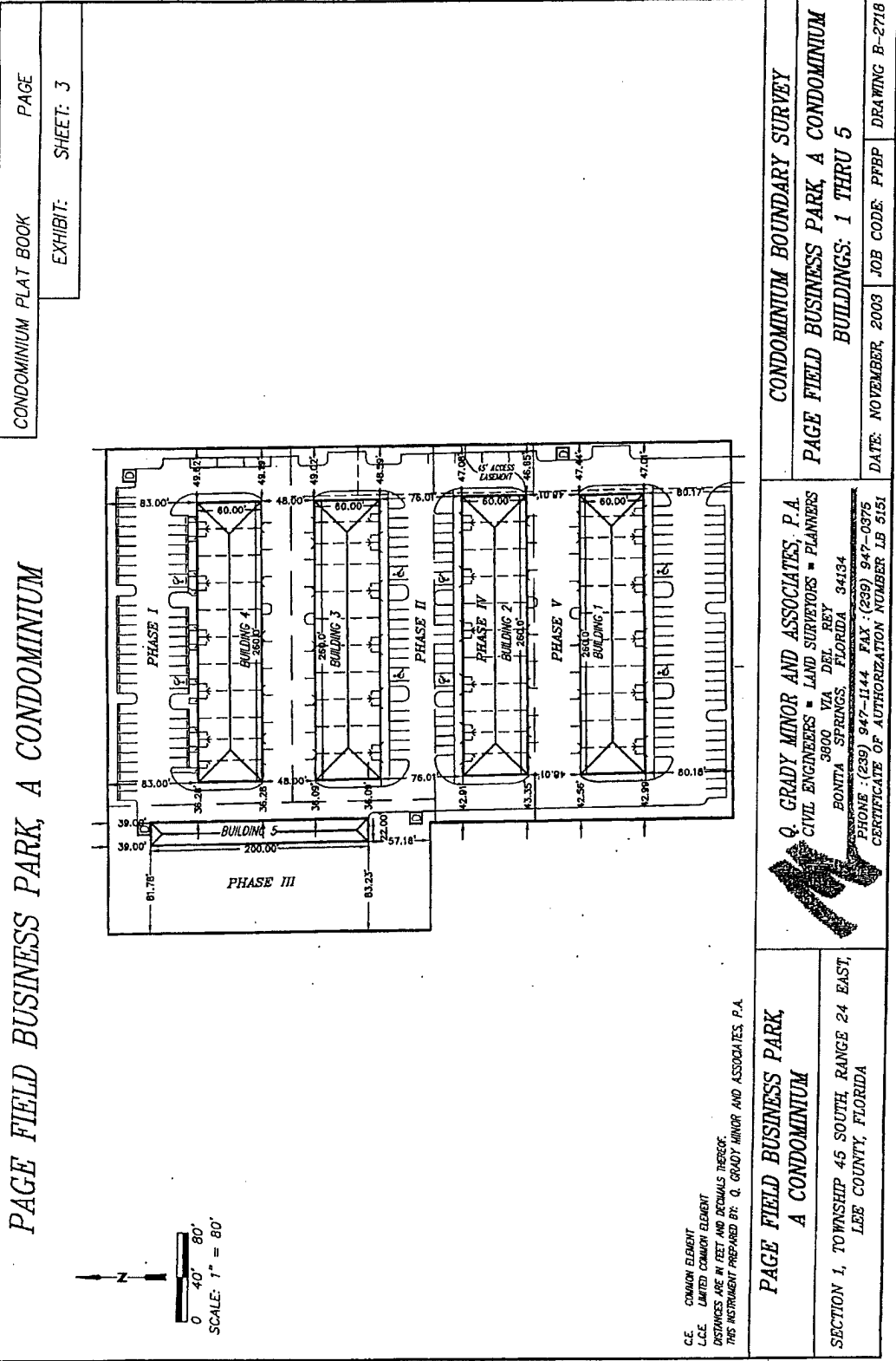


Q. GRADY MINOR AND ASSOCIATES, P.A.  
**LEGEND**  
P.O.C. POINT OF COMMENCEMENT  
P.O.B. POINT OF BEGINNING  
S/R SET 5/8\"/>

**CONDOMINIUM BOUNDARY SURVEY**  
**PAGE FIELD BUSINESS PARK, A CONDOMINIUM**  
**BUILDINGS: 1 THRU 5**  
DATE: NOVEMBER, 2003 JOB CODE: PFBP DRAWING B-2718

Q. GRADY MINOR AND ASSOCIATES, P.A.  
CIVIL ENGINEERS & LAND SURVEYORS & PLANNERS  
3800 VIA DEL REY  
BONITA SPRINGS, FLORIDA 34134  
PHONE: (239) 947-1144 FAX: (239) 947-0375  
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

**PAGE FIELD BUSINESS PARK, A CONDOMINIUM**  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA



CONDOMINIUM PLAT BOOK PAGE

EXHIBIT: SHEET: 3

PAGE FIELD BUSINESS PARK, A CONDOMINIUM

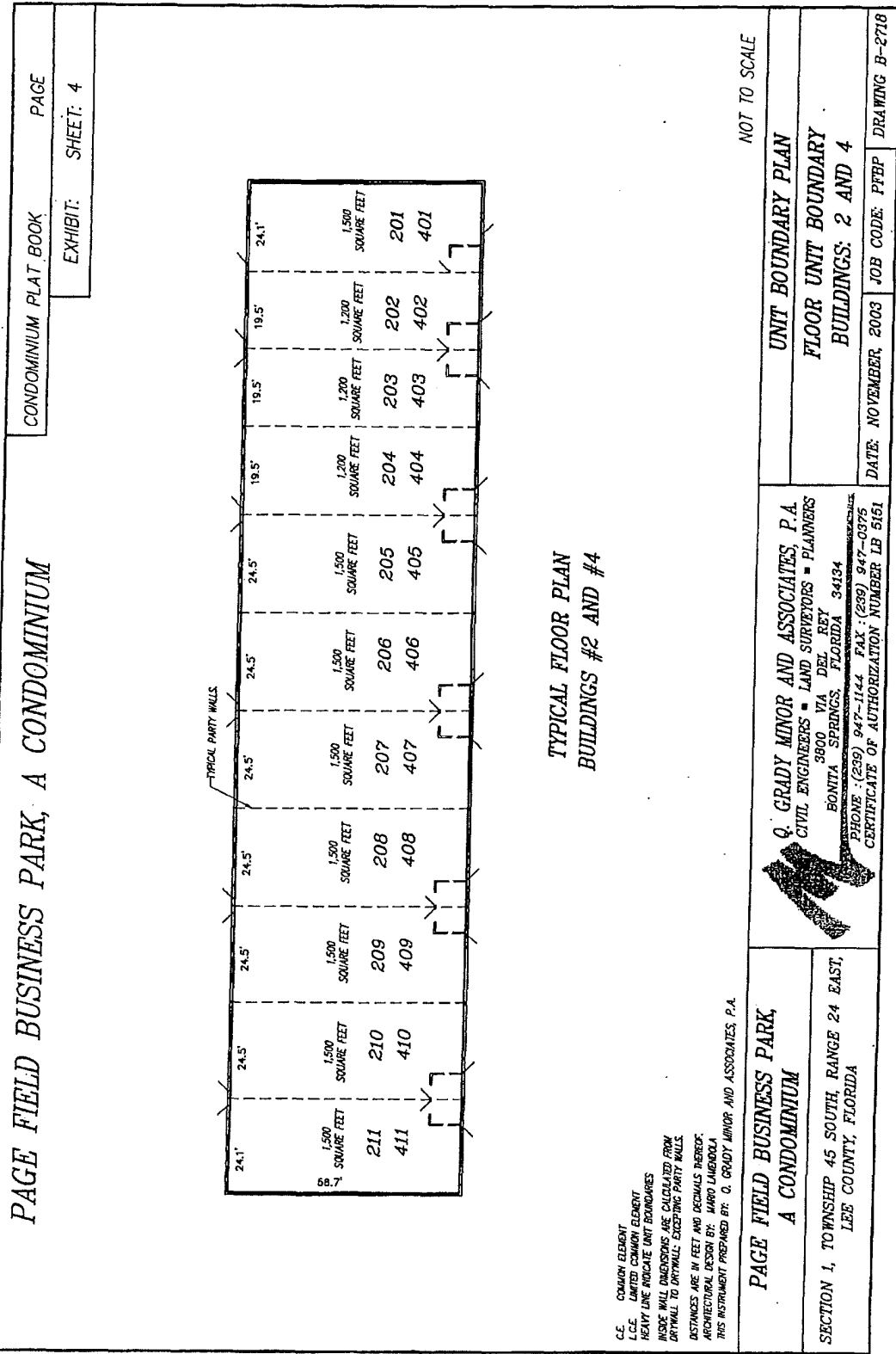
CONDOMINIUM BOUNDARY SURVEY  
 PAGE FIELD BUSINESS PARK A CONDOMINIUM  
 BUILDINGS: 1 THRU 5  
 DATE: NOVEMBER, 2003 JOB CODE: PFBB DRAWING B-2718

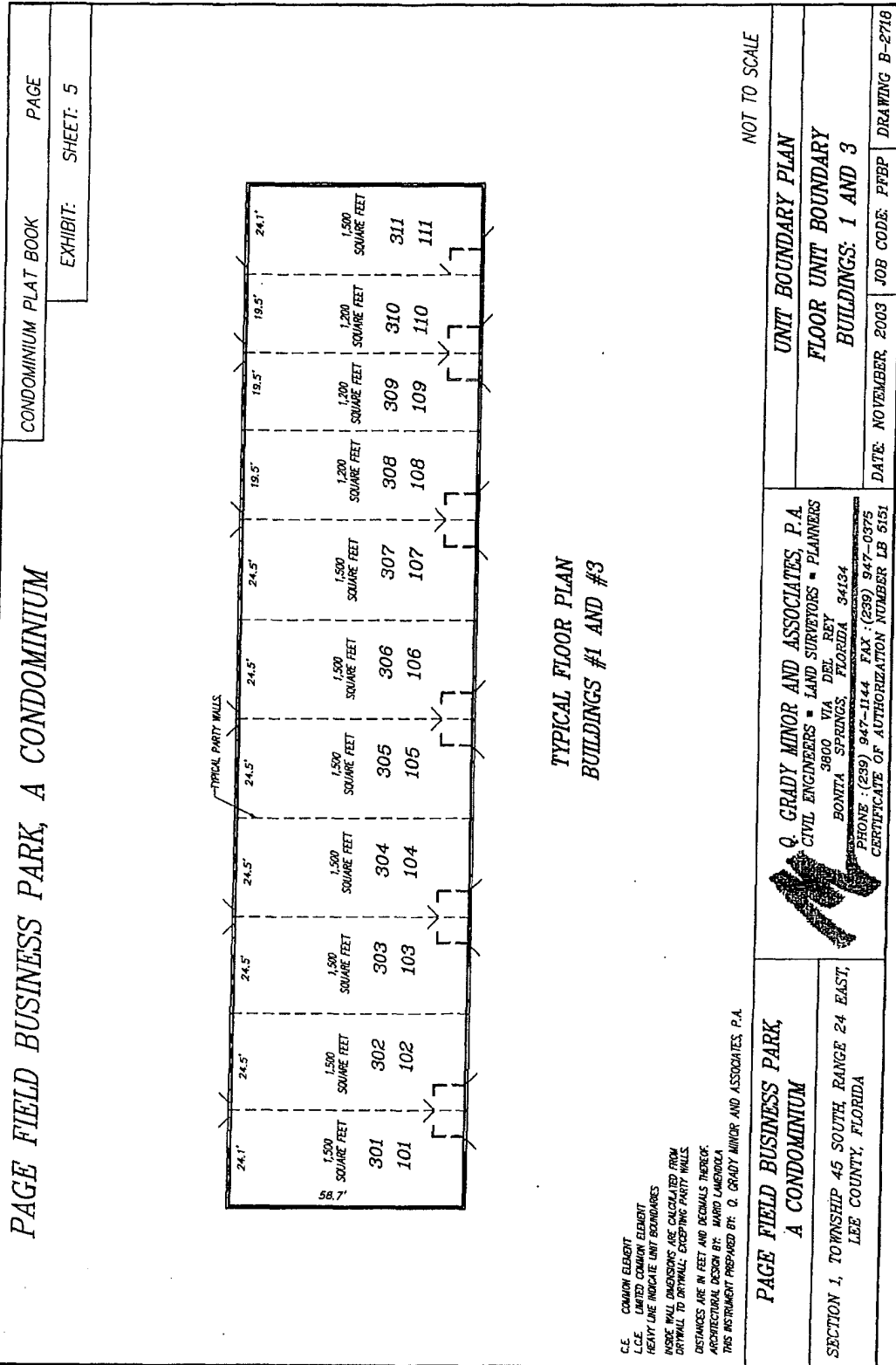
**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
 CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
 5800 VIA DEL REE  
 BONITA SPRINGS, FLORIDA 34134  
 PHONE: (239) 947-1144 FAX: (239) 947-0975  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

PAGE FIELD BUSINESS PARK  
 A CONDOMINIUM  
 SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA

C.E. COMMON ELEMENT  
 L.C.E. LIMITED COMMON ELEMENT  
 DISTANCES ARE IN FEET AND DECIMALS THEREOF.  
 THIS INSTRUMENT PREPARED BY: Q. GRADY MINOR AND ASSOCIATES, P.A.





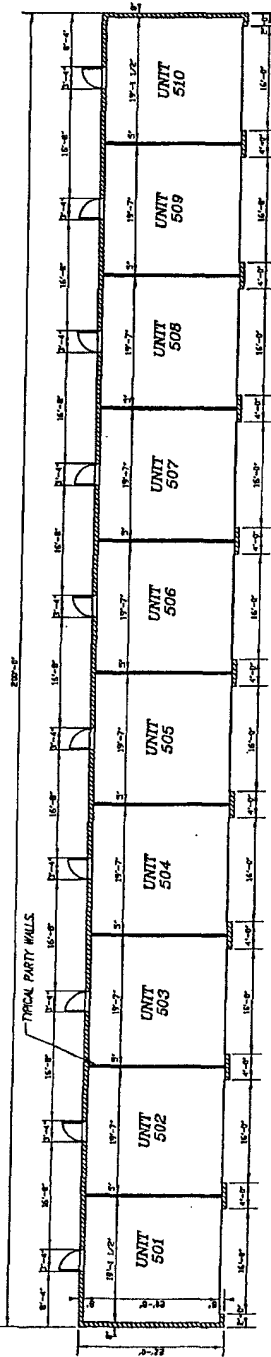


C.E. COMMON ELEMENT  
L.C.E. LIMITED COMMON ELEMENT  
DASHED LINE INDICATE UNIT BOUNDARIES  
INDOR WALL DIMENSIONS ARE CALCULATED FROM  
DRYWALL TO DRYWALL, EXCEPT PARTY WALLS.  
DISTANCES ARE IN FEET AND DECIMALS THEREOF.  
ARCHITECTURAL DESIGN BY: MARIO LAMEROLA  
THIS INSTRUMENT PREPARED BY: Q. GRADY MINOR AND ASSOCIATES, P.A.

PAGE FIELD BUSINESS PARK, A CONDOMINIUM

CONDOMINIUM PLAT BOOK PAGE

EXHIBIT: SHEET: 6



TYPICAL FLOOR PLAN BUILDING: 5

NOT TO SCALE

C.E. COMMON ELEMENT  
 L.C.E. LIMITED COMMON ELEMENT  
 DASHED LINE INDICATE UNIT BOUNDARIES  
 ROSSIE WALL DIMENSIONS ARE CALCULATED FROM  
 DRYWALL TO DRYWALL; EXCEPTING PARTY WALLS.  
 DISTANCES ARE IN FEET AND DECIMALS THEREOF.  
 ARCHITECTURAL DESIGN BY: MARIO LANEROLA  
 THIS INSTRUMENT PREPARED BY: Q. GRADY MINOR AND ASSOCIATES, P.A.

PAGE FIELD BUSINESS PARK, A CONDOMINIUM

SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA

**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
 CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS  
 3800 VIA DEL REY  
 BONITA SPRINGS, FLORIDA 34134  
 PHONE: (239) 947-1144 FAX: (239) 947-0375  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

UNIT BOUNDARY PLAN FLOOR UNIT BOUNDARY BUILDING: 5

DATE: NOVEMBER, 2003 JOB CODE: FPBP DRAWING B-2718

INSTR # 2005000181693 Page Number: 66 of 110

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**EXHIBIT 1D**  
**LEGAL DESCRIPTION**  
**OF CONDOMINIUM**

PHASE I

PROPERTY DESCRIPTION

A PARCEL IN NORTH 1/2 OF THE NORTHEAST 1/4, SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, RUN SOUTH 0°48'10" EAST, ALONG THE EAST LINE OF SAID SECTION 1, FOR 1,318.97 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE RUN SOUTH 89°05'30" WEST, ALONG THE SOUTH LINE OF SAID NORTH 1/2, FOR 153.90 FEET TO THE WEST LINE OF THE FORMER SEABOARD AIRLINE RAILROAD RIGHT-OF-WAY; THENCE RUN NORTH 00°29'32" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, FOR 455.18 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 89°05'35" WEST FOR A DISTANCE OF 329.27 FEET; THENCE RUN NORTH 00°54'25" WEST FOR A DISTANCE OF 170.00 FEET; THENCE RUN NORTH 89°05'35" EAST FOR A DISTANCE OF 330.50 FEET TO A POINT ON THE WEST LINE OF THE FORMER SEABOARD AIRLINE RAILROAD RIGHT-OF-WAY; THENCE RUN SOUTH 00°29'32" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, CONTAINING 1.287 ACRES, MORE OR LESS.

NOTES

1. BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; AS BEING S 89°05'30"W
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD.
3. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

Q. GRADY MINOR AND ASSOCIATES, P.A.

SIGNED: 12-4-03



P.S.M. #6408  
STATE OF FLORIDA

\* THIS IS NOT A SURVEY \*

JOB CODE: PFBP	DRAWN BY: J.C.L	SHEET: 1 OF 2
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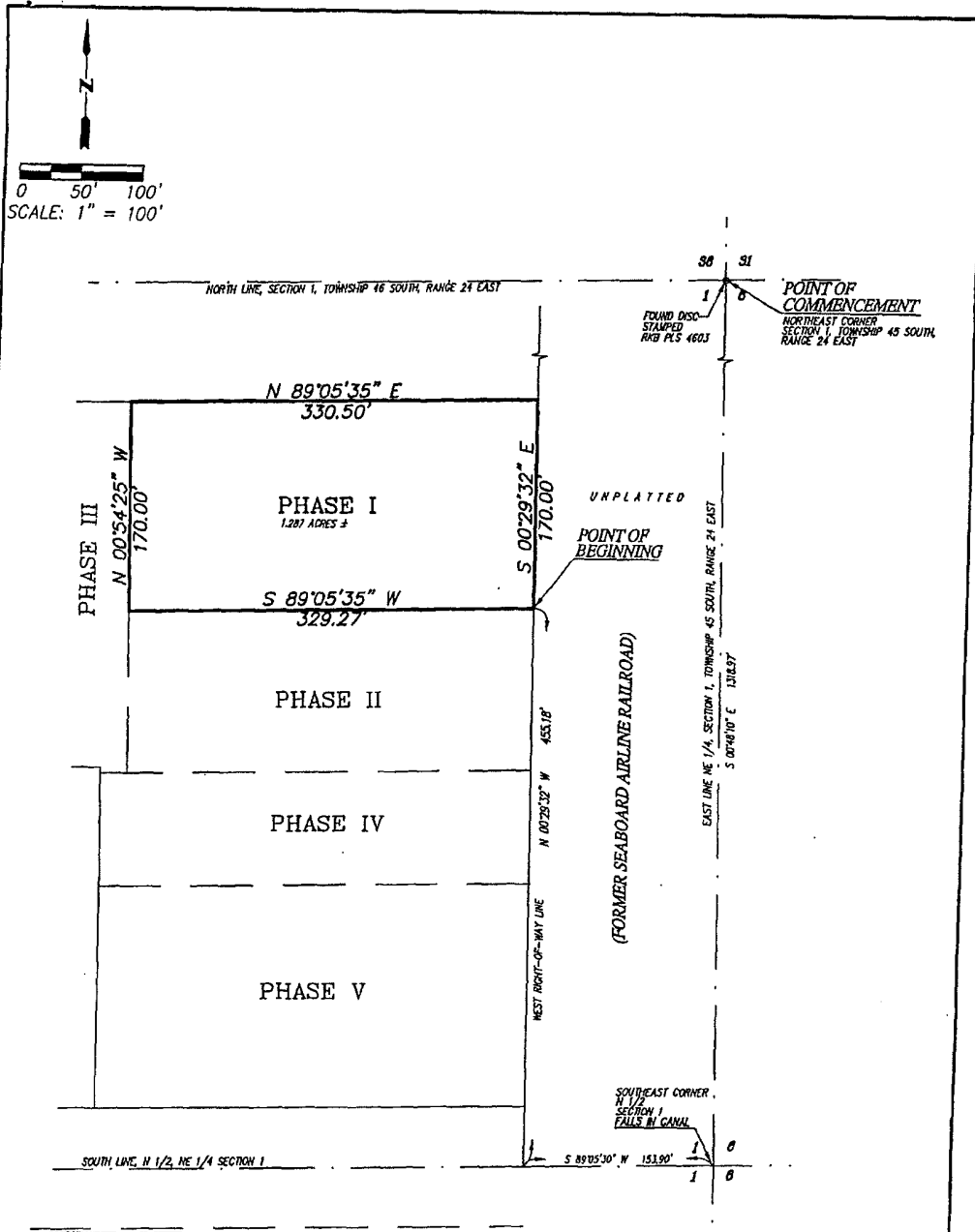
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PAGE FIELD BUSINESS PARK  
PHASE I  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

DATE: NOVEMBER 2003	DRAWING # B-2718-1
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**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
3800 VIA DEL REY  
BONITA SPRINGS, FLORIDA 34134  
PHONE : (239) 947-1144 FAX : (239) 947-0375  
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151



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\* THIS IS NOT A SURVEY \*

JOB CODE: PFBP	DRAWN BY: J.C.L	SHEET: 2 OF 2
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**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
 CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
 3800 VIA DEL REY  
 BONITA SPRINGS, FLORIDA 34134  
 PHONE : (239) 947-1144 FAX : (239) 947-0376  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

**SKETCH TO ACCOMPANY**  
**PAGE FIELD BUSINESS PARK**  
**PHASE I**  
 SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA  
 DATE: NOVEMBER 2003 DRAWING # B-2718-1

**PHASE II**

**PROPERTY DESCRIPTION**

A PARCEL IN NORTH 1/2 OF THE NORTHEAST 1/4, SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, RUN SOUTH 00°48'10" EAST, ALONG THE EAST LINE OF SAID SECTION 1, FOR 1,318.97 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE RUN SOUTH 89°05'30" WEST, ALONG THE SOUTH LINE OF SAID NORTH 1/2, FOR 153.9 FEET TO THE WEST LINE OF THE FORMER SEABOARD AIRLINE RAILROAD RIGHT-OF-WAY; THENCE RUN NORTH 00°29'32" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, FOR 324.18 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 89°05'35" WEST FOR A DISTANCE OF 328.32 FEET; THENCE RUN NORTH 00°54'25" WEST FOR A DISTANCE OF 131.00 FEET; THENCE RUN NORTH 89°05'35" EAST FOR A DISTANCE OF 329.27 FEET TO A POINT ON THE WEST LINE OF THE FORMER SEABOARD AIRLINE RAILROAD RIGHT-OF-WAY; THENCE RUN SOUTH 00°29'32" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 131.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, CONTAINING 0.989 ACRES, MORE OR LESS.

**NOTES**

1. BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; AS BEING S 89°05'30" W
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD.
3. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

Q. GRADY MINOR AND ASSOCIATES, P.A.

SIGNED: 12-4-03



P.S.M. #6408  
STATE OF FLORIDA

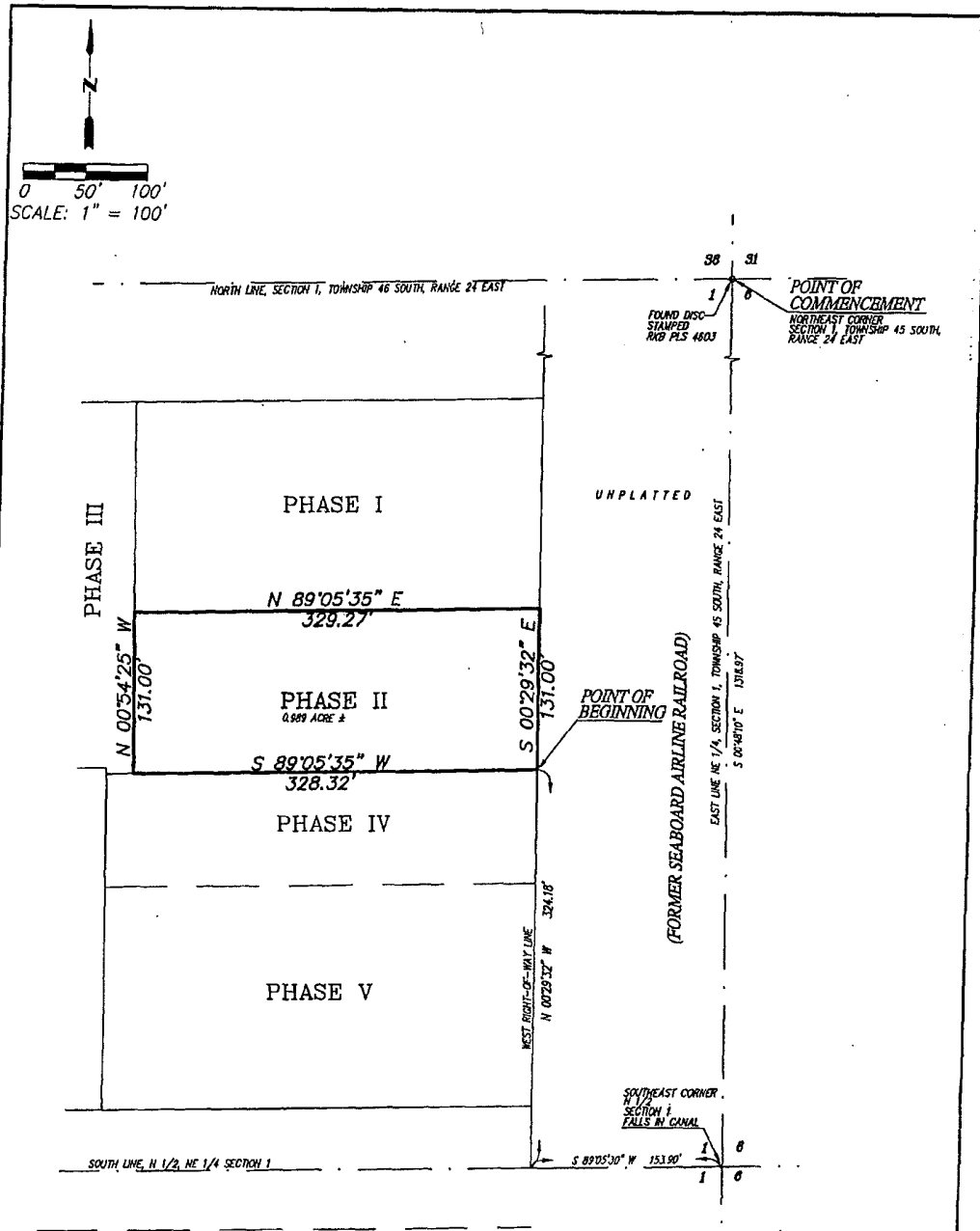
\* THIS IS NOT A SURVEY \*

JOB CODE: PFBP	DRAWN BY: J.C.L	SHEET: 1 OF 2
<b>LEGAL DESCRIPTION</b>		
<b>PAGE FIELD BUSINESS PARK PHASE II</b>		
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA		
DATE: NOVEMBER 2003	DRAWING # B-2718-2	

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**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
3800 VIA DEL REY  
BONITA SPRINGS, FLORIDA 34134  
PHONE : (239) 947-1144 FAX : (239) 947-0375  
CERTIFICATE OF AUTHORIZATION NUMBER LB 6161



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\* THIS IS NOT A SURVEY \*

JOB CODE: PFBP	DRAWN BY: J.C.L	SHEET: 2 OF 2
<b>SKETCH TO ACCOMPANY</b>		
<b>PAGE FIELD BUSINESS PARK PHASE II</b>		
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA		
DATE: NOVEMBER 2003	DRAWING # B-2718-2	

**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
 CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
 3800 VIA DEL REY  
 BONITA SPRINGS, FLORIDA 34134  
 PHONE: (239) 947-1144 FAX: (239) 947-0375  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 5151



**PHASE III**  
**PROPERTY DESCRIPTION**

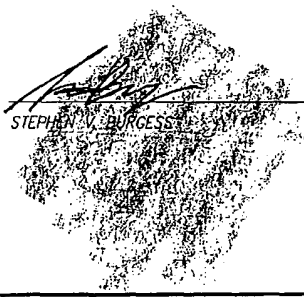
A PARCEL IN NORTH 1/2 OF THE NORTHEAST 1/4, SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, RUN SOUTH 0°48'10" EAST, ALONG THE EAST LINE OF SAID SECTION 1, FOR 1,318.97 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE RUN SOUTH 89°05'30" WEST, ALONG THE SOUTH LINE OF SAID NORTH 1/2, FOR 153.9 FEET TO THE WEST LINE OF THE FORMER SEABOARD AIRLINE RAILROAD RIGHT-OF-WAY LINE; THENCE RUN NORTH 00°29'32" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, FOR 625.18 FEET; THENCE RUN SOUTH 89°05'30" WEST, PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 1, FOR A DISTANCE OF 330.50 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 00°54'25" EAST FOR A DISTANCE OF 301.00 FEET; THENCE RUN SOUTH 89°05'35" WEST FOR A DISTANCE OF 21.67 FEET; THENCE RUN NORTH 00°29'32" WEST FOR A DISTANCE OF 4.82 FEET; THENCE RUN SOUTH 89°05'30" WEST FOR A DISTANCE OF 100.00 FEET; THENCE RUN NORTH 00°29'32" WEST FOR A DISTANCE OF 296.19 FEET; THENCE RUN NORTH 89°05'35" EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST, 1/4 OF SAID SECTION 1, FOR A DISTANCE OF 119.50 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, CONTAINING 0.822 ACRES, MORE OR LESS.

**NOTES**

1. BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; AS BEING S 89°05'30" W.
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD.
3. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

Q. GRADY MINOR AND ASSOCIATES, P.A.

SIGNED: 12-04-03



P.S.M. #6408  
STATE OF FLORIDA

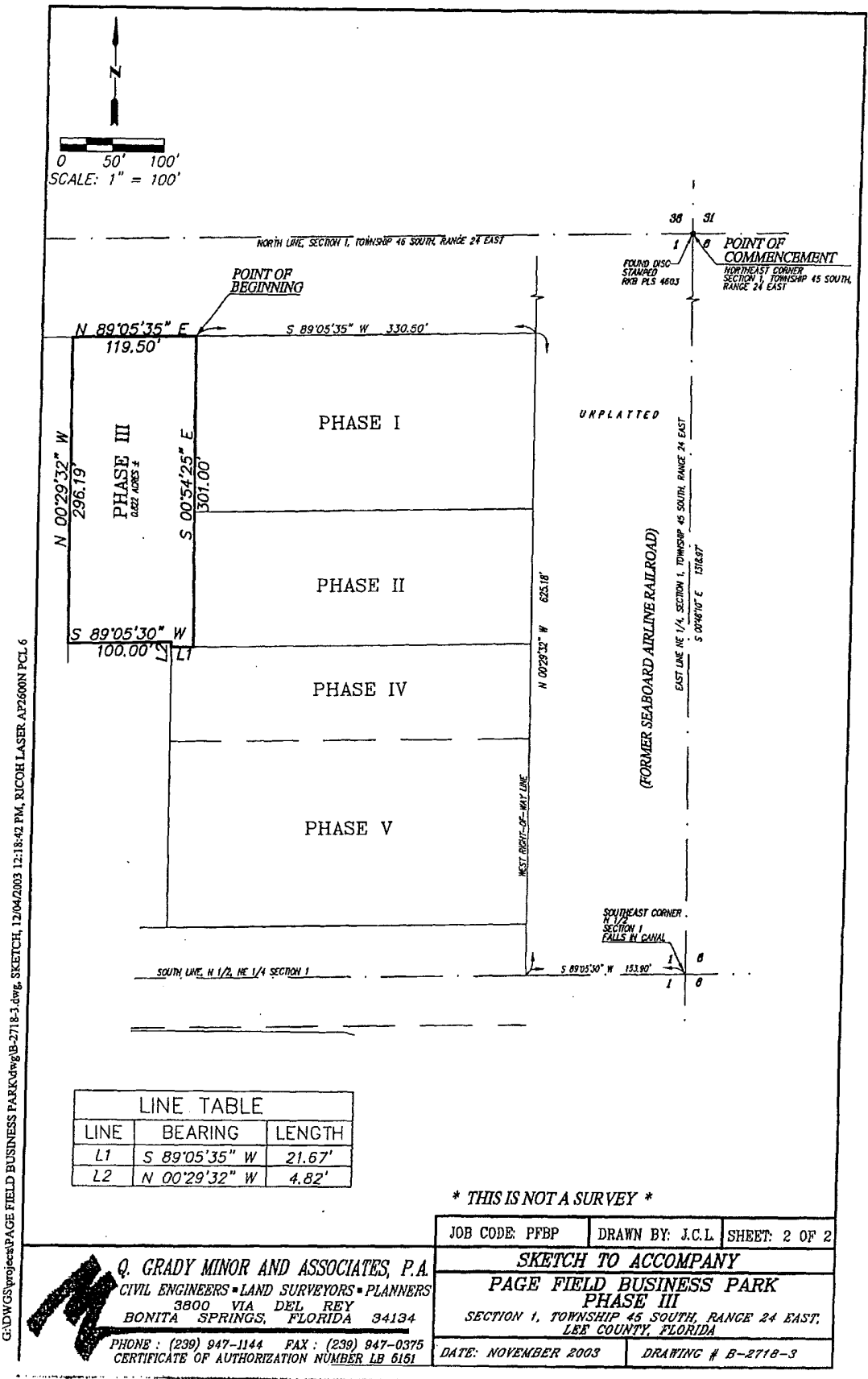
\* THIS IS NOT A SURVEY \*

JOB CODE: PFBP	DRAWN BY: J.C.L	SHEET: 1 OF 2
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**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
 CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
 3800 VIA DEL REY  
 BONITA SPRINGS, FLORIDA 34134  
 PHONE: (239) 947-1144 FAX: (239) 947-0375  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 6161

<b>LEGAL DESCRIPTION</b>	
<b>PAGE FIELD BUSINESS PARK PHASE III</b>	
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA	
DATE: NOVEMBER 2003	DRAWING # B-2718-3

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**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
 CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
 3800 VIA DEL REY  
 BONITA SPRINGS, FLORIDA 34134  
 PHONE: (239) 947-1144 FAX: (239) 947-0375  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 6151

JOB CODE: PFBP	DRAWN BY: J.C.L.	SHEET: 2 OF 2
<b>SKETCH TO ACCOMPANY</b>		
<b>PAGE FIELD BUSINESS PARK</b>		
<b>PHASE III</b>		
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA		
DATE: NOVEMBER 2003	DRAWING # B-2718-3	

**PHASE IV**

**PROPERTY DESCRIPTION**

A PARCEL IN NORTH 1/2 OF THE NORTHEAST 1/4, SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, RUN SOUTH 00°48'10" EAST, ALONG THE EAST LINE OF SAID SECTION 1, FOR 1,318.97 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE RUN SOUTH 89°05'30" WEST, ALONG THE SOUTH LINE OF SAID NORTH 1/2, FOR 153.90 FEET TO THE WEST LINE OF THE FORMER SEABOARD AIRLINE RAILROAD RIGHT-OF-WAY LINE; THENCE RUN NORTH 00°29'32" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, FOR 232.11 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 89°05'35" WEST FOR A DISTANCE OF 349.99 FEET; THENCE RUN NORTH 00°29'32" WEST FOR A DISTANCE OF 92.07 FEET; THENCE RUN NORTH 89°05'35" EAST FOR A DISTANCE OF 349.99 FEET TO A POINT ON THE WEST LINE OF THE FORMER SEABOARD AIRLINE RAILROAD RIGHT-OF-WAY LINE; THENCE RUN SOUTH 00°29'32" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 92.07 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, CONTAINING 0.740 ACRES, MORE OR LESS.

**NOTES**

1. BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; AS BEING S 89°05'30" W.
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD.
3. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

Q. GRADY MINOR AND ASSOCIATES, P.A.

SIGNED: 12-4-03

*Stephen V. Burgess*  
 STEPHEN V. BURGESS

P.S.M. #6408  
 STATE OF FLORIDA

\* THIS IS NOT A SURVEY \*

JOB CODE: PFBP	DRAWN BY: J.C.L	SHEET: 1 OF 2
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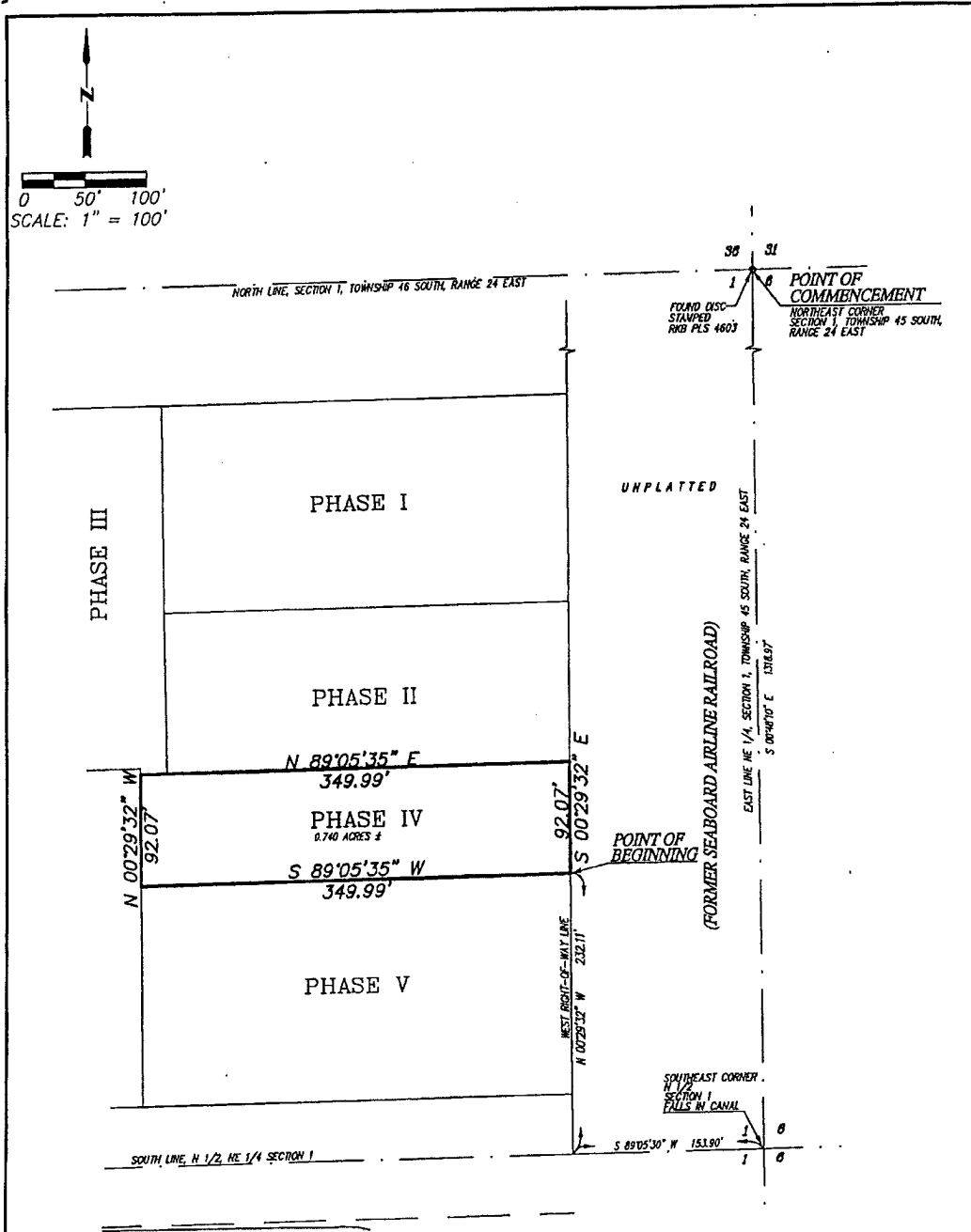
**LEGAL DESCRIPTION**

**PAGE FIELD BUSINESS PARK  
 PHASE IV  
 SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA**

DATE: NOVEMBER 2003	DRAWING # B-2718-4
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**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
 CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
 3800 VIA DEL REY  
 BONITA SPRINGS, FLORIDA 34134  
 PHONE : (239) 947-1144 FAX : (239) 947-0375  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 6151

CADWGS:smic03a PAGE FIELD BUSINESS PARK.dwg E-2718-4.dwg LEGAL\_12/04/2003 12:21:56 PM RUCOH LASER A42400N PCL 6



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\* THIS IS NOT A SURVEY \*

JOB CODE: PFBP	DRAWN BY: J.C.L	SHEET: 2 OF 2
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**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
 CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
 3800 VIA DEL REY  
 BONITA SPRINGS, FLORIDA 34134  
 PHONE : (239) 947-1144 FAX : (239) 947-0375  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 6161

<b>SKETCH TO ACCOMPANY</b>	
<b>PAGE FIELD BUSINESS PARK</b>	
<b>PHASE IV</b>	
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA	
DATE: NOVEMBER 2003	DRAWING # B-2710-4

**PHASE V**

**PROPERTY DESCRIPTION**

A PARCEL IN NORTH 1/2 OF THE NORTHEAST 1/4, SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, RUN SOUTH 00°48'10" EAST, ALONG THE EAST LINE OF SAID SECTION 1, FOR 1,318.97 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE RUN SOUTH 89°05'30" WEST, ALONG THE SOUTH LINE OF SAID NORTH 1/2, FOR 153.90 FEET TO THE WEST LINE OF THE FORMER SEABOARD AIRLINE RAILROAD RIGHT-OF-WAY LINE; THENCE RUN NORTH 00°29'32" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, FOR 50.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 89°05'30" WEST FOR A DISTANCE OF 349.99 FEET; THENCE RUN NORTH 00°29'32" WEST FOR A DISTANCE OF 182.11 FEET; THENCE RUN NORTH 89°05'35" EAST FOR A DISTANCE OF 349.99 FEET TO A POINT ON THE WEST LINE OF THE FORMER SEABOARD AIRLINE RAILROAD RIGHT-OF-WAY LINE; THENCE RUN SOUTH 00°29'32" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 182.11 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, CONTAINING 1.463 ACRES, MORE OR LESS.

**NOTES**

1. BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; AS BEING S 89°05'30" W.
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD.
3. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

Q. GRADY MINOR AND ASSOCIATES, P.A.


SIGNED: 12-04-03

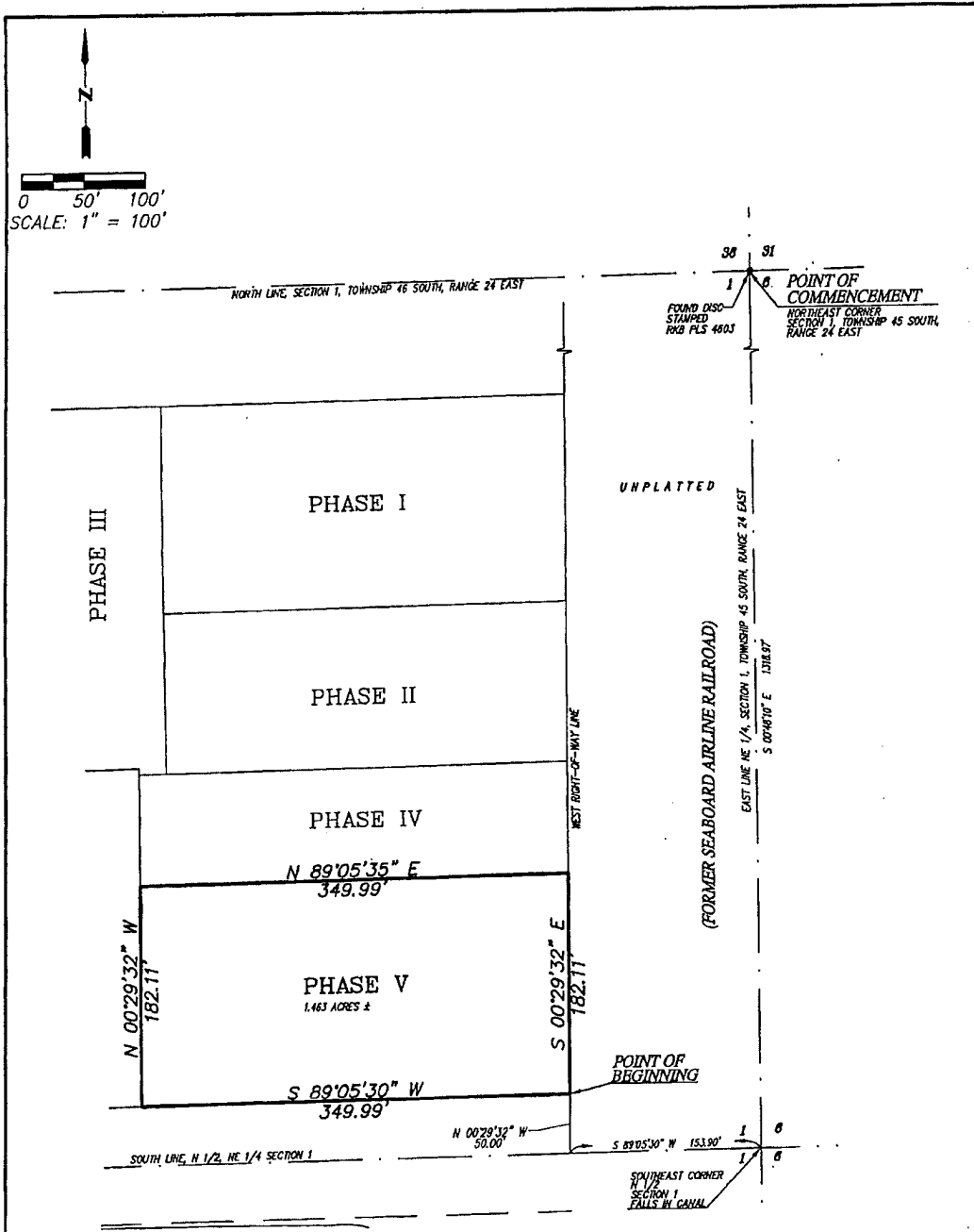
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P.S.M. #6408  
STATE OF FLORIDA

\* THIS IS NOT A SURVEY \*

 <p><b>Q. GRADY MINOR AND ASSOCIATES, P.A.</b> CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS 3800 VIA DEL REY BONITA SPRINGS, FLORIDA 34134 PHONE : (239) 947-1144 FAX : (239) 947-0375 CERTIFICATE OF AUTHORIZATION NUMBER LB 5151</p>	JOB CODE: PFBP	DRAWN BY: J.C.L.	SHEET: 1 OF 2
	<b>LEGAL DESCRIPTION</b>		
	PAGE FIELD BUSINESS PARK PHASE V SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA		
	DATE: NOVEMBER 2003	DRAWING # B-2718-5	



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\* THIS IS NOT A SURVEY \*

JOB CODE: PFBP	DRAWN BY: J.C.L.	SHEET: 2 OF 2
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SKETCH TO ACCOMPANY

PAGE FIELD BUSINESS PARK  
PHASE V  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
3800 VIA DEL REY  
BONITA SPRINGS, FLORIDA 34134  
PHONE : (239) 947-1144 FAX : (239) 947-0376  
CERTIFICATE OF AUTHORIZATION NUMBER LB 5161

DATE: NOVEMBER 2003	DRAWING # B-2718-5
---------------------	--------------------

**Q. GRADY MINOR & ASSOCIATES, P.A.**

Civil Engineers ■ Land Surveyors ■ Planners ■ Landscape Architects

MARK W. MINOR, P.E.  
NORMAN J. TREBILCOCK, A.I.C.P., P.E.  
C. DEAN SMITH, P.E.  
DAVID W. SCHMITT, P.E.  
MICHAEL J. DELATE, P.E.  
MICHAEL T. HERRERA, P.E.  
WILSON A. GARCIA, P.E.  
DAVID A. HYYTI, P.E.

D. WAYNE ARNOLD, A.I.C.P.  
ROBERT "BOB" THINNES, A.I.C.P.  
STEPHEN V. BURGESS, P.S.M.  
JEFFREY P. GAGNON, P.S.M.  
JUAN A. ARAQUE, P.S.M.  
KENNETH W. PAHUTSKI  
ALAN V. ROSEMAN  
JEFFREY S. CURL, ASLA, RLA  
IVY WYLIE, P.E.

**SURVEYOR CERTIFICATE OF SUBSTANTIAL COMPLETION**  
**Page Field Business Park - Phase I, A Condominium**


As to Building 4, of Page Field Business Park – Phase I, a Condominium, being a part of land located in a portion of Section 1, Township 45 South, Range 24 East, Lee County, Florida:

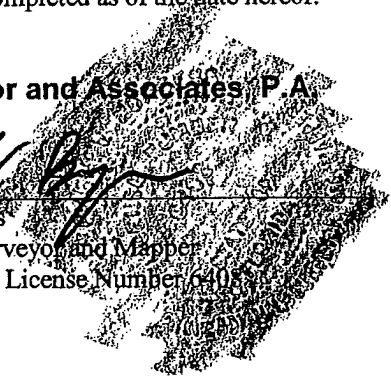
I, Stephen Burgess, of Lee County, Florida, hereby certify as follows:

1. That I am a Professional Surveyor and Mapper holding certificate number 6408, authorized to practice in the State of Florida, as provided by the laws of said State.
2. That this certificate is made as to Building 4 of Page Field Business Park – Phase I, A Condominium, being a parcel of land located in a portion of Section 1, Township 45 South, Range 24 East, Lee County, Florida, in order to represent the extent at which said building is in compliance with Section 718.104(4)(e), Florida Statutes.
3. That the construction of the improvements for Building 4 comprising Page Field Business Park – Phase I, A Condominium, as described on the attached exhibits are substantially complete, so the, said exhibits, together with the provisions for the Declaration of Condominium describing the condominium property are an accurate representation of the location and dimension of said improvements as they now exist and so that the identification, location and dimensions of the common elements, limited common elements and of each unit can be determined from these materials.
4. That all planned improvements serving said condominium Building 4 including landscaping, utility services, common element facilities and access to each unit, have been located and are substantially completed.

- 5. This certificate of substantial completion is made in reference to Section 718.104, of the Florida Statutes, regarding the completion of Building 4 and said certificate pertains to only Building 4, being substantially completed as of the date hereof.

**Q. Grady Minor and Associates, P.A.**

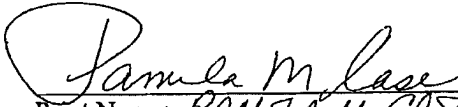
By:   
 Stephen Burgess  
 Professional Surveyor and Mapper  
 State of Florida, License Number 040820



[Surveyor's Seal]

STATE OF FLORIDA     )  
COUNTY OF LEE     )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December 2005, by Stephen V. Burgess who is personally known to me and who did not take an oath.

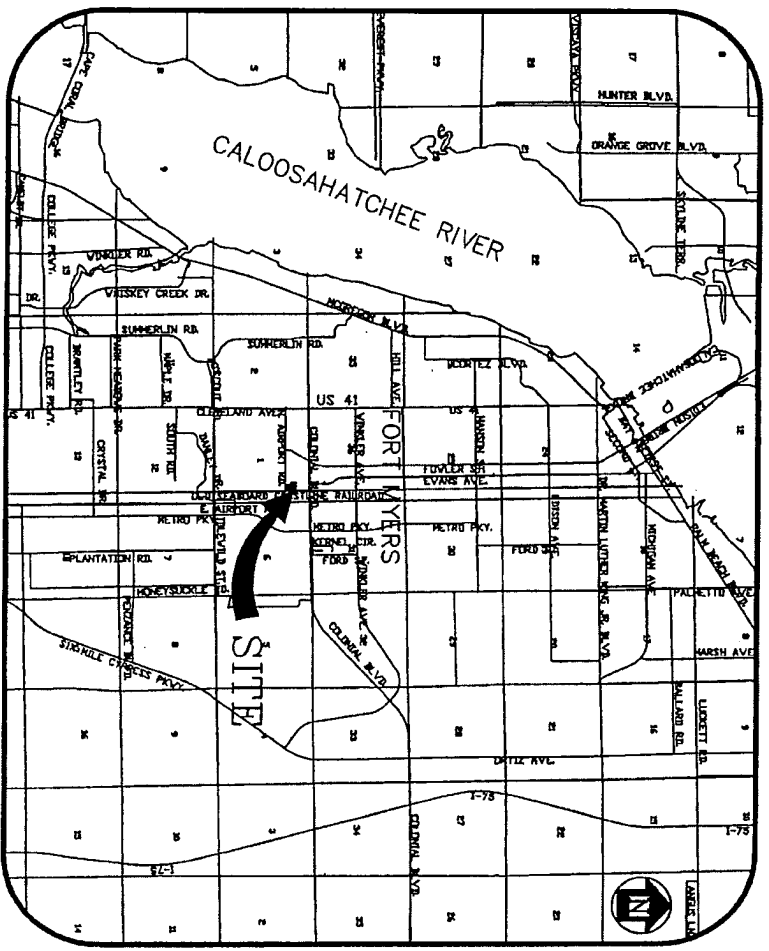
  
 Print Name: PAMELA M. CASE  
 Notary Public, State of Florida

(Notary Seal)





PAGE FIELD BUSINESS PARK -- PHASE I



PAGE FIELD BUSINESS PARK  
 PHASE I  
 SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA

**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
 CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS  
 3800 VIA DEL REY  
 BONITA SPRINGS, FLORIDA 34134  
 PHONE: (239) 947-1144 FAX: (239) 947-0375  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

LOCATION MAP  
 PAGE FIELD BUSINESS PARK  
 PHASE I  
 SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA  
 DATE: JANUARY 2003 JOB CODE: P99P DRAWING B-2710-1P

\* NOT A SURVEY \*

CONDOMINIUM PLAT BOOK PAGE

EXHIBIT: SHEET: 1

PAGE FIELD BUSINESS PARK - PHASE I

CONDOMINIUM PLAT BOOK

PAGE

EXHIBIT:

SHEET: 2

LEGAL DESCRIPTION

A PARCEL IN NORTH 1/2 OF THE NORTHEAST 1/4, SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, RUN SOUTH 0°48'10" EAST ALONG THE EAST LINE OF SAID SECTION 1, FOR 1,318.97 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE RUN SOUTH 89°05'30" WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 FOR 153.9 FEET TO THE WEST LINE OF THE FORMER SEABOARD AIRLINE RAILROAD, RIGHT-OF-WAY; THENCE RUN NORTH 0°30'10" WEST ALONG SAID WESTERLY LINE FOR 50 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED, FROM SAID POINT OF BEGINNING CONTINUE NORTH 0°30'10" WEST ALONG SAID WESTERLY LINE FOR 575 FEET; THENCE RUN SOUTH 89°05'30" WEST PARALLEL WITH SAID SOUTH LINE OF THE NORTH HALF FOR 450 FEET; THENCE SOUTH 0°30'10" EAST PARALLEL WITH SAID WESTERLY LINE OF SAID FORMER RAILROAD RIGHT-OF-WAY FOR 575.0 FEET TO THE NORTH LINE OF A COUNTY ROAD KNOWN AS THE NORTH AIRPORT ROAD; THENCE RUN NORTH 89°05'30" EAST ALONG SAID NORTH LINE OF SAID COUNTY ROAD (SAID NORTH LINE BEING 50 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTH 1/2) FOR 450 FEET TO THE POINT OF BEGINNING; LESS THE WESTERLY 100 FEET OF THE SOUTHERLY 279 FEET OF THE ABOVE DESCRIBED PROPERTY.

NOTES

1. BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEING S 00°30'10" E.
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD.
3. IMPROVEMENTS OTHER THAN THOSE SHOWN WERE NOT LOCATED
4. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
6. THIS SURVEY DOES NOT ADDRESS ANY ENVIRONMENTAL CONCERNS, ENDANGERED WILDLIFE OR JURISDICTIONAL WETLANDS, IF ANY, EXCEPT AS SHOWN HEREON.
7. THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE B, HAVING NO BASE FLOOD ELEVATION, PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP #125108 0020 B, DATE NOVEMBER 15, 1984.
8. BENCHMARK ORIGIN: U.S.G.S. BRASS DISC STAMPED Z 415 1992 ELEVATION = 16.73 (NGVD 1929).

PAGE FIELD BUSINESS PARK

PHASE I  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA



Q. GRADY MINOR AND ASSOCIATES, P.A.  
CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
3800 WTA DRIVE, DEERFIELD BEACH, FLORIDA 33434  
PHONE: (239) 947-1144 FAX: (239) 947-0376  
CERTIFICATE OF AUTHORIZATION NUMBER LB 6151

OVERALL BOUNDARY LEGAL DESCRIPTION

PAGE FIELD BUSINESS PARK  
PHASE I  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA  
DATE: DECEMBER 2005 JOB CODE: P99P1 DRAWING: B-2718-1P

PAGE FIELD BUSINESS PARK - PHASE I

CONDOMINIUM PLAT BOOK

PAGE

EXHIBIT:

SHEET: 3

NOTES (CONT.)

- 9. ELEVATION REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929. (N.G.V.D. '29)
- 10. THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS, OR FREEDOM OF ENCUMBRANCES.
- 11. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OF TITLE AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.

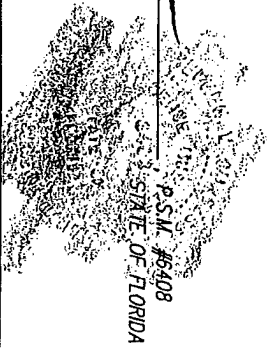
CERTIFIED TO:

PAGE FIELD COMMERCIAL LLC.

Q. GRADY MINOR AND ASSOCIATES, P.A.

SIGNED: 12-20-05

*Stephen V. Burgess*  
STEPHEN V. BURGESS



PAGE FIELD BUSINESS PARK  
PHASE I  
SECTION 1, TOWNSHIP 45 SOUTH RANGE 24 EAST,  
LEE COUNTY, FLORIDA

Q. GRADY MINOR AND ASSOCIATES, P.A.  
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS  
3900 VIA DEL REY  
BOUNTA SPRINGS, FLORIDA 34134  
PHONE: (239) 947-1144 FAX: (239) 947-0375  
CERTIFICATE OF AUTHORIZATION NUMBER LB 5131

OVERALL BOUNDARY SURVEY NOTES  
PAGE FIELD BUSINESS PARK  
SECTION 1, TOWNSHIP 45 SOUTH RANGE 24 EAST,  
LEE COUNTY, FLORIDA  
DATE: DECEMBER 2005 JOB CODE: P9BP DRAWING B-5718-1P



PAGE FIELD BUSINESS PARK - PHASE I

CONDOMINIUM PLAT BOOK

PAGE

EXHIBIT:

SHEET: 5

LEGAL DESCRIPTION

A PARCEL IN NORTH 1/2 OF THE NORTHEAST 1/4, SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, RUN SOUTH 0°48'10" EAST, ALONG THE EAST LINE OF SAID SECTION 1, FOR 1,318.97 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE RUN SOUTH 89°05'30" WEST, ALONG THE SOUTH LINE OF SAID NORTH 1/2, FOR 153.90 FEET TO THE WEST LINE OF THE FORMER SEABOARD AIRLINE RAILROAD RIGHT-OF-WAY; THENCE RUN NORTH 00°29'32" WEST, ALONG SAID WEST RIGHT-OF-WAY, LINE FOR 453.18 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREN DESCRIBED; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 89°05'35" WEST FOR A DISTANCE OF 329.27 FEET; THENCE RUN NORTH 00°54'25" WEST FOR A DISTANCE OF 170.00 FEET; THENCE RUN NORTH 89°05'35" EAST FOR A DISTANCE OF 330.50 FEET TO A POINT ON THE WEST LINE OF THE FORMER SEABOARD AIRLINE RAILROAD RIGHT-OF-WAY; THENCE RUN SOUTH 00°29'32" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREN DESCRIBED, CONTAINING 1.287 ACRES, MORE OR LESS.

NOTES

1. BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; AS BEING S 89°05'30" W.
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD.
3. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

Q. GRADY MINOR AND ASSOCIATES, P.A.  
SIGNED: 12-20-05

*[Signature]*  
STEPHEN J. GRADY

P.S.M. #6408  
STATE OF FLORIDA

\* NOT A SURVEY \*

PAGE FIELD BUSINESS PARK  
PHASE I  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

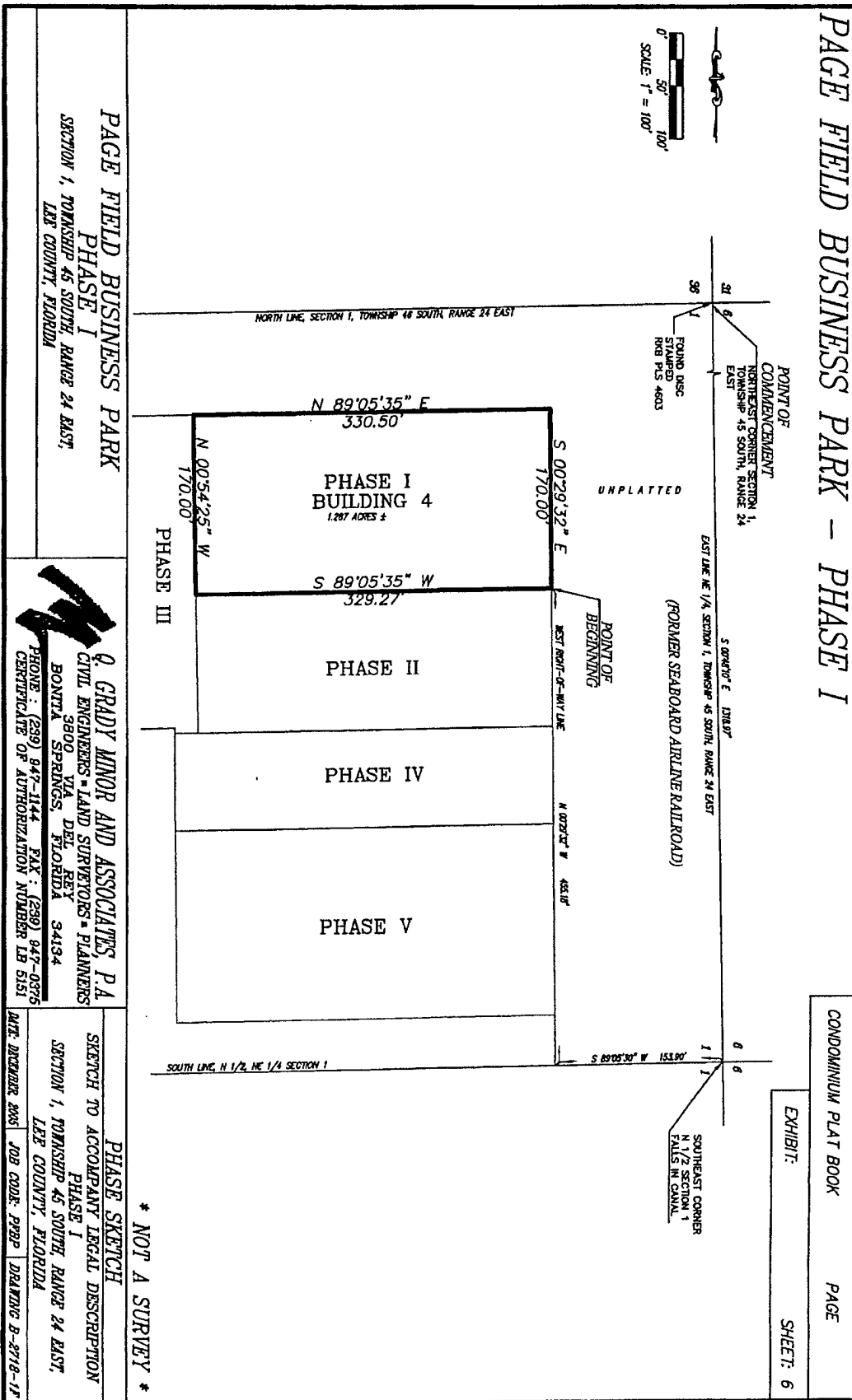


Q. GRADY MINOR AND ASSOCIATES, P.A.  
CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
3900 VIA DEL REY  
BOVITA SPRINGS, FLORIDA 34134  
PHONE: (239) 947-1144 FAX: (239) 947-0976  
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

PHASE LEGAL  
LEGAL DESCRIPTION

SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

DATE: UNKNOWN 2005 JOB CODE: PREP DRAWING B-2718-1P



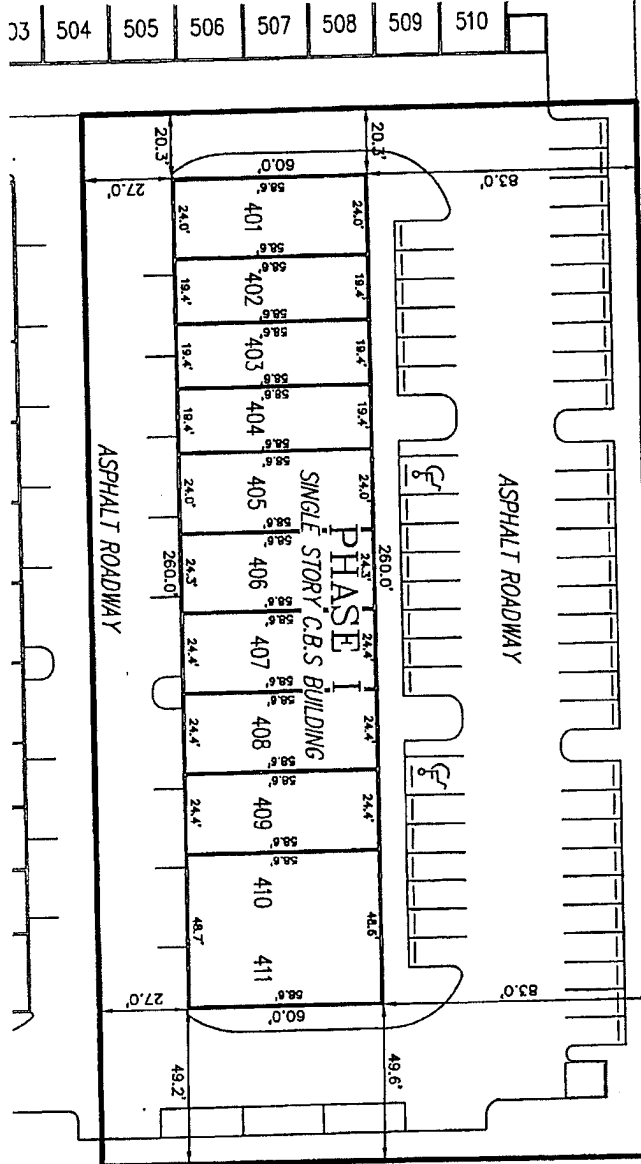
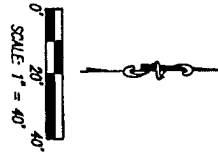
PAGE FIELD BUSINESS PARK - PHASE I

CONDOMINIUM PLAT BOOK

PAGE

EXHIBIT:

SHEET: 7



PAGE FIELD BUSINESS PARK  
PHASE I  
SECTION 1, TOWNSHIP 45 SOUTH RANGE 24 EAST,  
LEE COUNTY, FLORIDA

**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
3900 VIA DEL REY  
BOYNTA SPRINGS, FLORIDA 34134  
PHONE: (239) 947-3144 FAX: (239) 947-0575  
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

PLOT PLAN  
PAGE FIELD BUSINESS PARK  
PHASE I  
SECTION 1, TOWNSHIP 45 SOUTH RANGE 24 EAST,  
LEE COUNTY, FLORIDA  
DATE: DECEMBER 2005 JOB CODE: P99B DRAWING: B-2718-1A

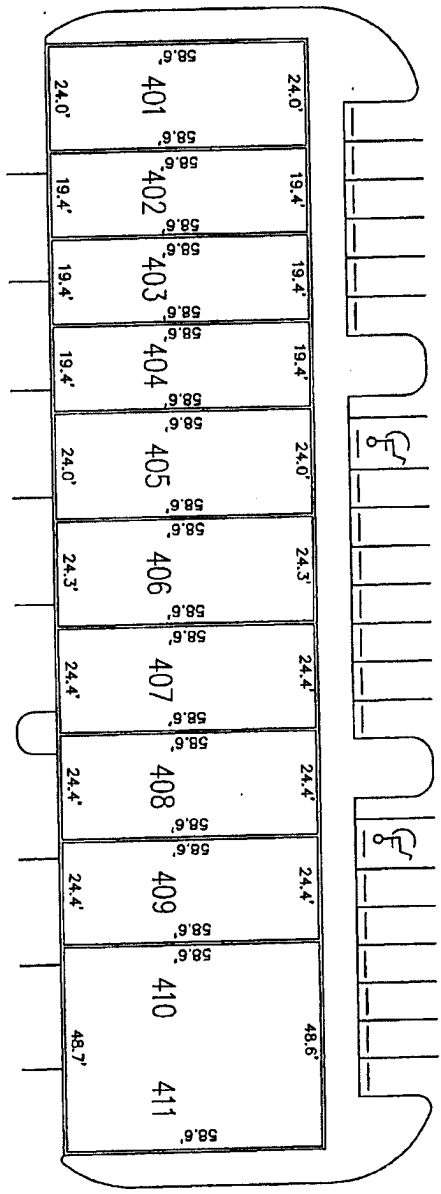
PAGE FIELD BUSINESS PARK - PHASE I

CONDOMINIUM PLAT BOOK PAGE

EXHIBIT: SHEET: 8



SCALE: 1" = 30'



PHASE I  
SINGLE STORY C.B.S BUILDING

PAGE FIELD BUSINESS PARK  
PHASE I  
SECTION 1, TOWNSHIP 45 SOUTH RANGE 24 EAST,  
LEE COUNTY, FLORIDA

**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
CIVIL ENGINEERS • LAND SUPERVISORS • PLANNERS  
3800 VIA DEL REY  
BOONTA SPRINGS, FLORIDA 34134  
PHONE: (239) 947-1144 FAX: (239) 947-0375  
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

UNIT PLAN  
PAGE FIELD BUSINESS PARK  
PHASE I  
SECTION 1, TOWNSHIP 45 SOUTH RANGE 24 EAST,  
LEE COUNTY, FLORIDA  
DATE: DECEMBER 2005 JOB CODE: PRBP DRAWING B-2718-1P



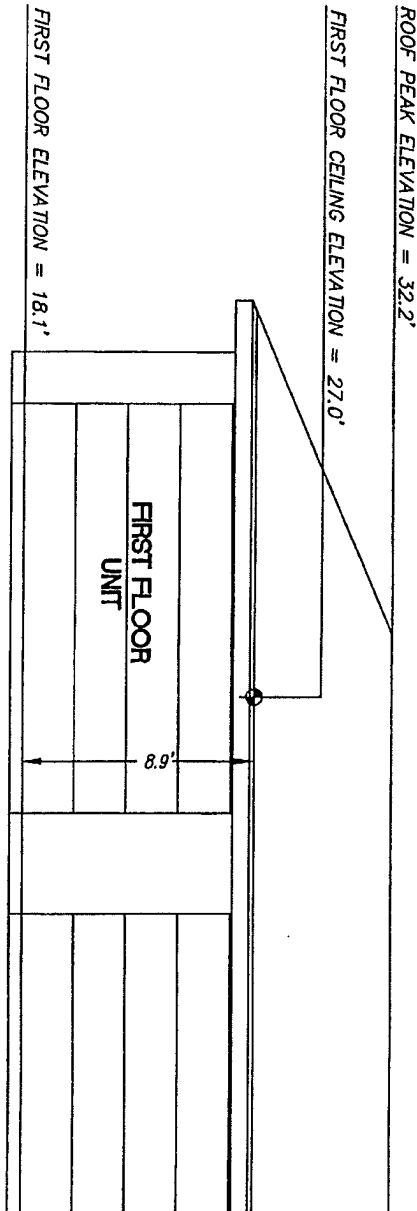
PAGE FIELD BUSINESS PARK - PHASE I

CONDOMINIUM PLAT BOOK

PAGE

EXHIBIT:

SHEET: 9



LONGITUDINAL SECTION

NOT TO SCALE  
BUILDING 4

PAGE FIELD BUSINESS PARK  
PHASE I  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEB COUNTY, FLORIDA



Q. GRADY MINOR AND ASSOCIATES, P.A.  
CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
3800 VIA DEL REY  
BOUNTA SPRINGS, FLORIDA 34134  
PHONE: (239) 947-1144 FAX: (239) 947-0375  
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

ELEVATION PLAN

PAGE FIELD BUSINESS PARK  
PHASE I  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEB COUNTY, FLORIDA

DATE: DECEMBER 2003 JOB CODE: PREP DRAWING B-2718-1P

**Q. GRADY MINOR & ASSOCIATES, P.A.**  
Civil Engineers ■ Land Surveyors ■ Planners ■ Landscape Architects

MARK W. MINOR, P.E.  
NORMAN J. TREBILCOCK, A.I.C.P., P.E.  
C. DEAN SMITH, P.E.  
DAVID W. SCHMITT, P.E.  
MICHAEL J. DELATE, P.E.  
MICHAEL T. HERRERA, P.E.  
WILSON A. GARCIA, P.E.  
DAVID A. HYYTI, P.E.

D. WAYNE ARNOLD, A.I.C.P.  
ROBERT "BOB" THINNES, A.I.C.P.  
STEPHEN V. BURGESS, P.S.M.  
JEFFREY P. GAGNON, P.S.M.  
JUAN A. ARAQUE, P.S.M.  
KENNETH W. PAHUTSKI  
ALAN V. ROSEMAN  
JEFFREY S. CURL, ASLA, RLA  
IVY WYLIE, P.E.

**SURVEYOR CERTIFICATE OF SUBSTANTIAL COMPLETION**  
**Page Field Business Park - Phase II, A Condominium**


As to Building 3, of Page Field Business Park – Phase II, a Condominium, being a part of land located in a portion of Section 1, Township 45 South, Range 24 East, Lee County, Florida:

I, Stephen Burgess, of Lee County, Florida, hereby certify as follows:

1. That I am a Professional Surveyor and Mapper holding certificate number 6408, authorized to practice in the State of Florida, as provided by the laws of said State.
2. That this certificate is made as to Building 3 of Page Field Business Park – Phase II, A Condominium, being a parcel of land located in a portion of Section 1, Township 45 South, Range 24 East, Lee County, Florida, in order to represent the extent at which said building is in compliance with Section 718.104(4)(e), Florida Statutes.
3. That the construction of the improvements for Building 3 comprising Page Field Business Park – Phase II, A Condominium, as described on the attached exhibits are substantially complete, so the, said exhibits, together with the provisions for the Declaration of Condominium describing the condominium property are an accurate representation of the location and dimension of said improvements as they now exist and so that the identification, location and dimensions of the common elements, limited common elements and of each unit can be determined from these materials.
4. That all planned improvements serving said condominium Building 3 including landscaping, utility services, common element facilities and access to each unit, have been located and are substantially completed.

5. This certificate of substantial completion is made in reference to Section 718.104, of the Florida Statutes, regarding the completion of Building 3 and said certificate pertains to only Building 3, being substantially completed as of the date hereof.

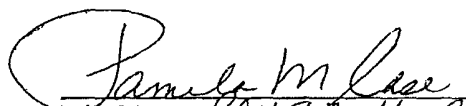
**Q. Grady Minor and Associates, P.A.**

By:   
Stephen Burgess  
Professional Surveyor and Mapper  
State of Florida, License Number 640

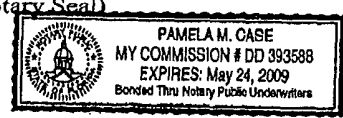
[Surveyor's Seal]

STATE OF FLORIDA     )  
COUNTY OF LEE     )

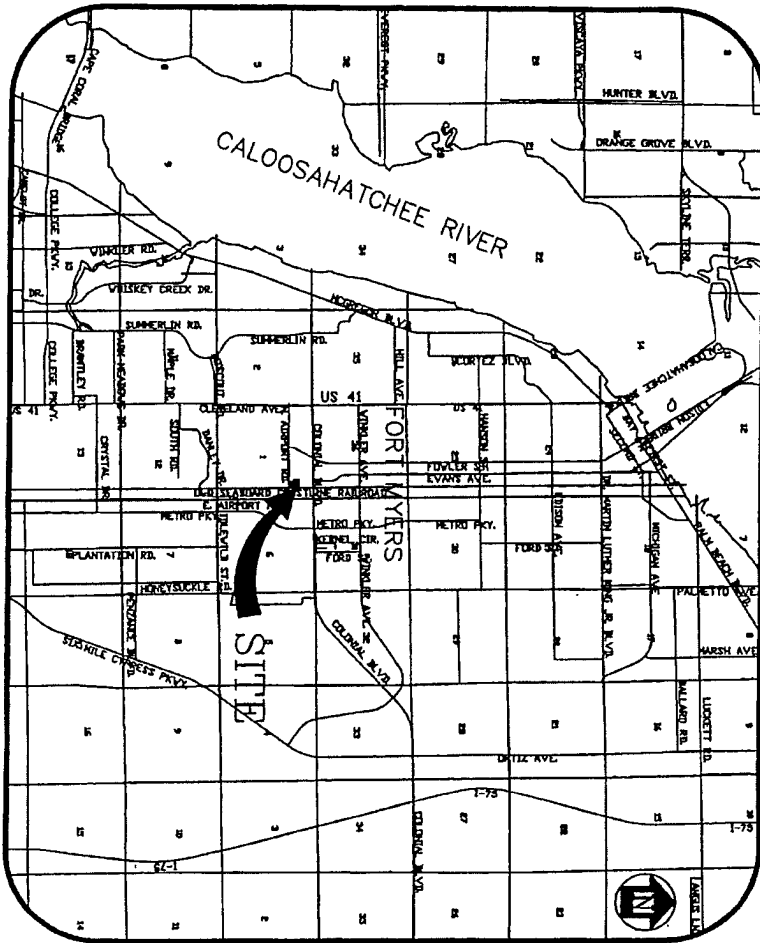
The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December 2005, by Stephen V. Burgess who is personally known to me and who did not take an oath.

  
Print Name: PAMELA M. CASE  
Notary Public, State of Florida

(Notary Seal)



PAGE FIELD BUSINESS PARK - PHASE II



CONDOMINIUM PLAT BOOK

PAGE

EXHIBIT:

SHEET: 1

PAGE FIELD BUSINESS PARK

PHASE II  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA



**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
 CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS  
 3800 VIA DEL REY  
 BONITA SPRINGS, FLORIDA 34134  
 PHONE: (239) 947-1144 FAX: (239) 947-0975  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

\* NOT A SURVEY \*

LOCATION MAP

PAGE FIELD BUSINESS PARK  
PHASE II  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

DATE: NOVEMBER 2005 JOB CODE: P99P DRAWING: B-2718-2P

**PAGE FIELD BUSINESS PARK - PHASE II**

CONDOMINIUM PLAT BOOK

PAGE

EXHIBIT:

SHEET: 2

LEGAL DESCRIPTION

A PARCEL IN NORTH 1/2 OF THE NORTHEAST 1/4, SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, RUN SOUTH 0°48'10" EAST ALONG THE EAST LINE OF SAID SECTION 1, FOR 1,318.97 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE RUN SOUTH 89°05'30" WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 FOR 153.9 FEET TO THE WEST LINE OF THE FORMER SEABOARD AIRLINE RAILROAD, RIGHT-OF-WAY; THENCE RUN NORTH 0°30'10" WEST ALONG SAID WESTERLY LINE FOR 50 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED, FROM SAID POINT OF BEGINNING CONTINUE NORTH 0°30'10" WEST ALONG SAID WESTERLY LINE FOR 575 FEET; THENCE RUN SOUTH 89°05'30" WEST PARALLEL WITH SAID SOUTH LINE OF THE NORTH HALF FOR 450 FEET; THENCE SOUTH 0°30'10" EAST PARALLEL WITH SAID WESTERLY LINE OF SAID FORMER RAILROAD RIGHT-OF-WAY FOR 575.0 FEET TO THE NORTH LINE OF A COUNTY ROAD KNOWN AS THE NORTH AIRPORT ROAD; THENCE RUN NORTH 89°05'30" EAST ALONG SAID NORTH LINE OF SAID COUNTY ROAD (SAID NORTH LINE BEING 50 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTH 1/2) FOR 450 FEET TO THE POINT OF BEGINNING; LESS THE WESTERLY 100 FEET OF THE SOUTHERLY 279 FEET OF THE ABOVE DESCRIBED PROPERTY.

NOTES

1. BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEING S 00°30'10" E.
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD.
3. IMPROVEMENTS OTHER THAN THOSE SHOWN WERE NOT LOCATED
4. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
6. THIS SURVEY DOES NOT ADDRESS ANY ENVIRONMENTAL CONCERNS, ENDANGERED WILDLIFE OR JURISDICTIONAL WETLANDS, IF ANY, EXCEPT AS SHOWN HEREON.
7. THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE B, HAVING NO BASE FLOOD ELEVATION, PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP #25106 0020 B, DATE NOVEMBER 15, 1984.
8. BENCHMARK ORIGIN: U.S.G.S. BRASS DISC STAMPED Z 415 1992 ELEVATION = 16.73 (NGVD 1929).

**PAGE FIELD BUSINESS PARK  
PHASE II  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA**



**Q GRADY MINOR AND ASSOCIATES, P.A.**  
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS  
3800 VIA DEL REY  
BONITA SPRINGS, FLORIDA 34134  
PHONE: (239) 947-1144 FAX: (239) 947-0375  
CERTIFICATE OF AUTHORIZATION NUMBER LB 5101

**OVERALL BOUNDARY LEGAL DESCRIPTION**

**PAGE FIELD BUSINESS PARK  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA**

DATE: JANUARY 2005 JOB CODE: P29P DRAWING: B-2718-2P

PAGE FIELD BUSINESS PARK - PHASE II

CONDOMINIUM PLAT BOOK

PAGE

EXHIBIT:

SHEET: 3

NOTES (CONT.)

- 9. ELEVATION REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929. (N.G.V.D. '29)
- 10. THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS, OR FREEDOM OF ENCUMBRANCES.
- 11. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OF TITLE AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.

CERTIFIED TO:

PAGE FIELD COMMERCIAL LLC.

Q. GRADY MINOR AND ASSOCIATES, P.A.

SIGNED: 12-20-05

*Stephen V. Burgess*  
STEPHEN V. BURGESS

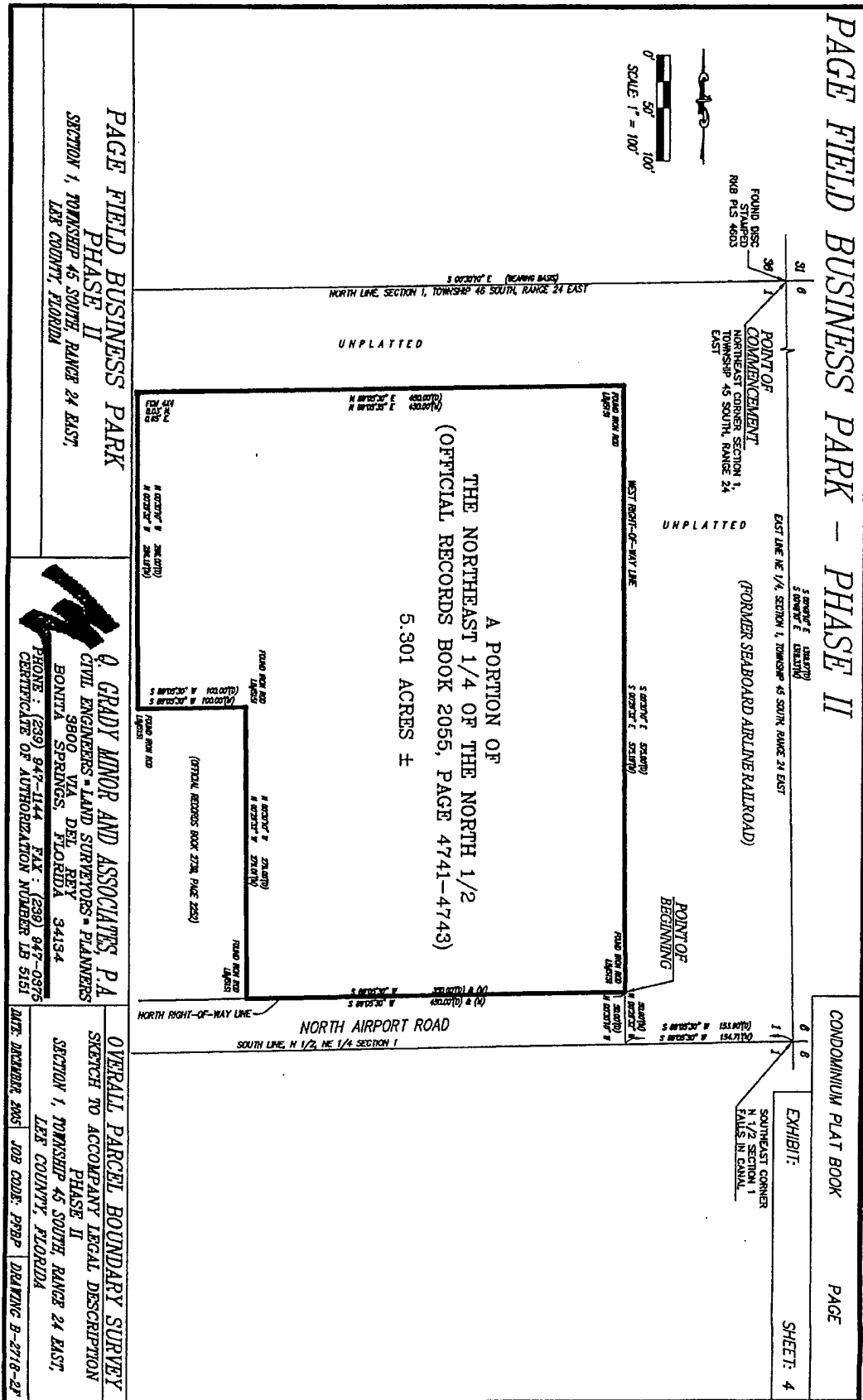
P.S.M. #6408  
STATE OF FLORIDA



PAGE FIELD BUSINESS PARK  
PHASE II  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

Q. GRADY MINOR AND ASSOCIATES, P.A.  
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS  
BOONTA 3800 VTA DRIVE  
SPRINGFIELD, FLORIDA 34134  
PHONE: (239) 947-1144 FAX: (239) 947-0375  
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

OVERALL BOUNDARY SURVEY NOTES  
PAGE FIELD BUSINESS PARK  
PHASE II  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA  
DATE: DECEMBER 2005 JOB CODE: PRBP DRAWING: B-2718-2P



**PAGE FIELD BUSINESS PARK**  
**PHASE II**  
 SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA

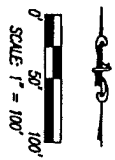
**Q. GRADY MINOR AND ASSOCIATES P.A.**  
 CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
 3800 VIA DEL REY  
 BONITA SPRINGS, FLORIDA 34134  
 PHONE: (239) 947-1144 FAX: (239) 947-0375  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

**OVERALL PARCEL BOUNDARY SURVEY**  
 SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
 PHASE II  
 SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA

**PAGE FIELD BUSINESS PARK - PHASE II**

CONDOMINIUM PLAT BOOK PAGE  
 SHEET: 4

EXHIBIT:  
 SOUTHEAST CORNER  
 N 1/2 SECTION 1  
 FALLS IN CANAL



FOUND DISC  
 STAMPED  
 NAD 83 4003

POINT OF  
 COMMENCEMENT  
 NORTHEAST CORNER SECTION 1,  
 TOWNSHIP 45 SOUTH, RANGE 24  
 EAST

(FORMER SEABOARD AIRLINE RAILROAD)

POINT OF  
 BEGINNING

A PORTION OF  
 THE NORTHEAST 1/4 OF THE NORTH 1/2  
 (OFFICIAL RECORDS BOOK 2055, PAGE 4741-4743)  
 5.301 ACRES ±

NORTH LINE, SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST

EAST LINE NE 1/4, SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST

NORTH AIRPORT ROAD  
 SOUTH LINE, N 1/2, NE 1/4 SECTION 1

UNPLATTED

UNPLATTED

WEST RIGHT-OF-WAY LINE

(OFFICIAL RECORDS BOOK 2728, PAGE 2282)

DATE: NOVEMBER 2005 JOB CODE: P99B DRAWING: B-2718-2P

**PAGE FIELD BUSINESS PARK - PHASE II**

CONDOMINIUM PLAT BOOK

PAGE

EXHIBIT:

SHEET: 5

**LEGAL DESCRIPTION**

A PARCEL IN NORTH 1/2 OF THE NORTHEAST 1/4, SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, RUN SOUTH 00°48'10" EAST, ALONG THE EAST LINE OF SAID SECTION 1, FOR 1,318.97 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE RUN SOUTH 89°05'30" WEST, ALONG THE SOUTH LINE OF SAID NORTH 1/2, FOR 153.9 FEET TO THE WEST LINE OF THE FORMER SEABOARD AIRLINE RAILROAD RIGHT-OF-WAY; THENCE RUN NORTH 00°29'32" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, FOR 324.18 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 89°05'35" WEST FOR A DISTANCE OF 328.32 FEET; THENCE RUN NORTH 00°54'25" WEST FOR A DISTANCE OF 131.00 FEET; THENCE RUN NORTH 89°05'35" EAST FOR A DISTANCE OF 329.27 FEET TO A POINT ON THE WEST LINE OF THE FORMER SEABOARD AIRLINE RAILROAD RIGHT-OF-WAY; THENCE RUN SOUTH 00°29'32" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 131.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, CONTAINING 0.989 ACRES, MORE OR LESS.

**NOTES**

1. BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; AS BEING S 89°05'30" W.
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD.
3. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

Q. GRADY MINOR AND ASSOCIATES, P.A.

SIGNED: **12-20-05**



STEPHEN M. BULLOCK

P.S.M. #6408  
STATE OF FLORIDA

\* NOT A SURVEY \*

**PAGE FIELD BUSINESS PARK**  
**PHASE II**  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA



**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
3605 WYLA DRIVE, SUITE 101  
BOWLING SPRINGS, FLORIDA 34134  
PHONE: (239) 947-1144 FAX: (239) 947-0375  
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

**PHASE LEGAL**  
**LEGAL DESCRIPTION**  
**PHASE II**  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA  
DATE: DECEMBER 2005 JOB CODE: P99P DRAWING: B-2718-2P



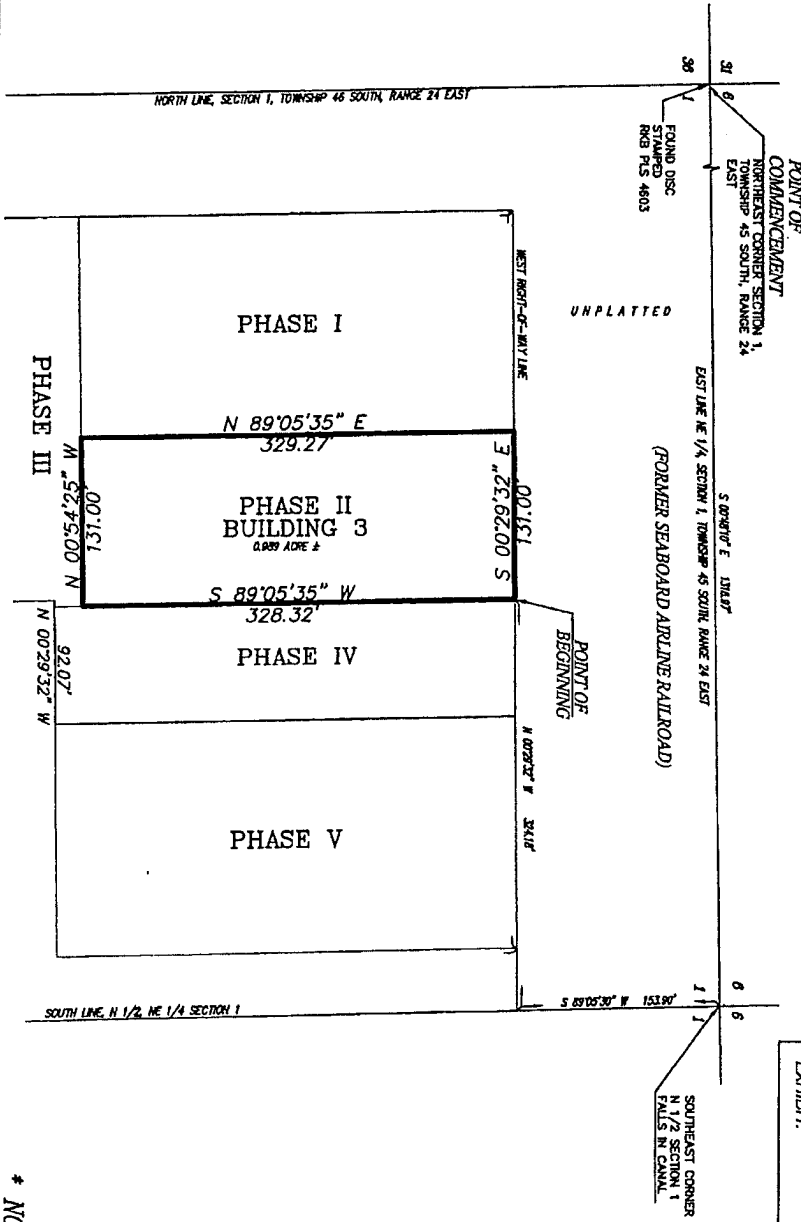
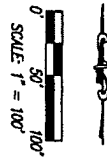
PAGE FIELD BUSINESS PARK - PHASE II

CONDOMINIUM PLAT BOOK

PAGE

EXHIBIT:

SHEET: 6



\* NOT A SURVEY \*

PAGE FIELD BUSINESS PARK  
 PHASE II  
 SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA

**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
 CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
 3900 VIA DEL REY  
 BOYNTON SPRINGS, FLORIDA 34134  
 PHONE: (239) 947-1144 FAX: (239) 947-0976  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

PHASE SKETCH  
 SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
 PHASE II  
 SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA  
 DATE: DECEMBER 2005 JOB CODE: P2P2 DRAWING B-2718-2P

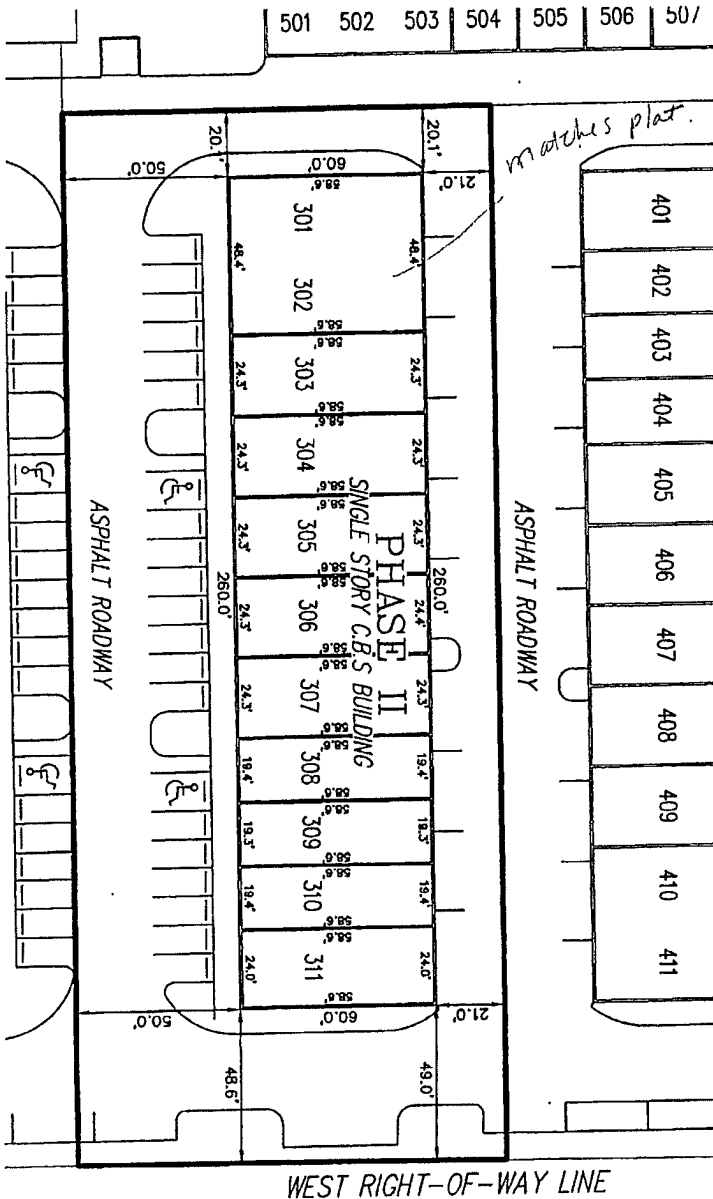
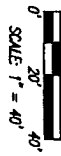
PAGE FIELD BUSINESS PARK - PHASE II

CONDOMINIUM PLAT BOOK

PAGE

EXHIBIT:

SHEET: 7



PAGE FIELD BUSINESS PARK  
PHASE II  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS  
BONITA SPRINGS, FLORIDA 34134  
PHONE: (339) 847-1144 FAX: (339) 847-0376  
CERTIFICATE OF AUTHORIZATION NUMBER LB 5161

PLAT PLAN  
PAGE FIELD BUSINESS PARK  
PHASE II  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA  
DATE: DECEMBER 2005 JOB CODE: P99P DRAWING: B-2718-27

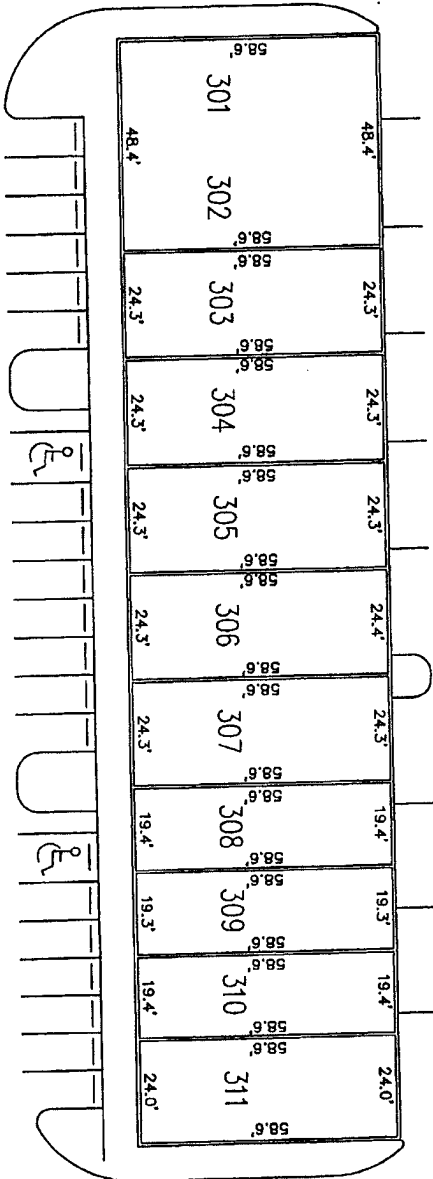
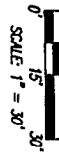
PAGE FIELD BUSINESS PARK - PHASE II

CONDOMINIUM PLAT BOOK

PAGE

EXHIBIT:

SHEET: 8



PHASE II

SINGLE STORY C.B.S. BUILDING

PAGE FIELD BUSINESS PARK  
 PHASE II  
 SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA



Q. GRADY MINOR AND ASSOCIATES, P.A.  
 CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS  
 3800 VIA DEL REY  
 BONITA SPRINGS, FLORIDA 34134  
 PHONE: (239) 947-1144 FAX: (239) 947-0375  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

UNIT PLAN

PAGE FIELD BUSINESS PARK  
 PHASE II  
 SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA

DATE: DECEMBER 2005 JOB CODE: P200 DRAWING B-2718-27

PAGE FIELD BUSINESS PARK - PHASE II

CONDOMINIUM PLAT BOOK

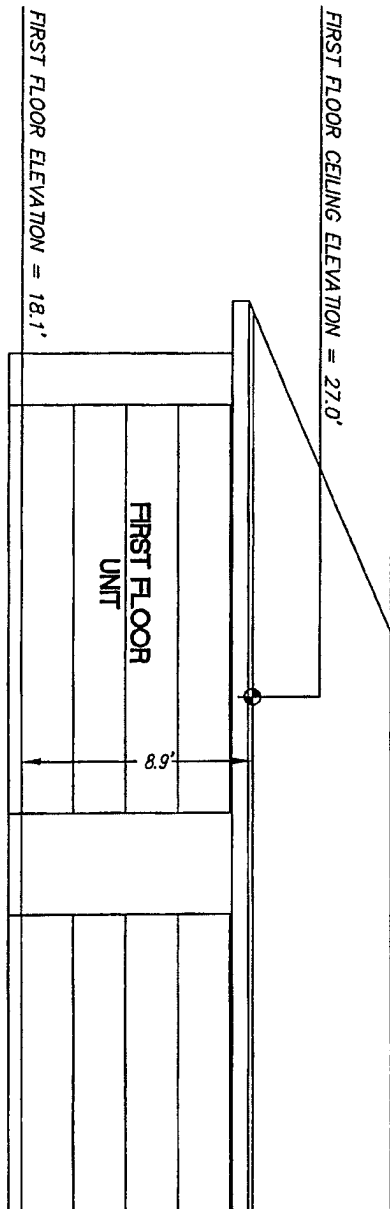
PAGE

EXHIBIT:

SHEET: 9

ROOF PEAK ELEVATION = 32.2'

FIRST FLOOR CEILING ELEVATION = 27.0'



LONGITUDINAL SECTION

NOT TO SCALE  
BUILDING 4

PAGE FIELD BUSINESS PARK  
PHASE II  
SECTION 1, TOWNSHIP 43 SOUTH RANGE 24 EAST,  
LEE COUNTY, FLORIDA



Q. GRADY MINOR AND ASSOCIATES, P.A.  
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS  
3800 VIA DEL REY  
BOHITA SPRINGS, FLORIDA 34134  
PHONE: (239) 947-1144 FAX: (239) 947-0876  
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

ELEVATION PLAN  
PAGE FIELD BUSINESS PARK  
PHASE II  
SECTION 1, TOWNSHIP 43 SOUTH RANGE 24 EAST,  
LEE COUNTY, FLORIDA  
DATE: NOVEMBER 2005 JOB CODE: P25P DRAWING B-2718-2P

**Q. GRADY MINOR & ASSOCIATES, P.A.**  
Civil Engineers ■ Land Surveyors ■ Planners ■ Landscape Architects

MARK W. MINOR, P.E.  
NORMAN J. TREBILCOCK, A.I.C.P., P.E.  
C. DEAN SMITH, P.E.  
DAVID W. SCHMITT, P.E.  
MICHAEL J. DELATE, P.E.  
MICHAEL T. HERRERA, P.E.  
WILSON A. GARCIA, P.E.  
DAVID A. HYYTI, P.E.

D. WAYNE ARNOLD, A.I.C.P.  
ROBERT "BOB" THINNES, A.I.C.P.  
STEPHEN V. BURGESS, P.S.M.  
JEFFREY P. GAGNON, P.S.M.  
JUAN A. ARAQUE, P.S.M.  
KENNETH W. PAHUTSKI  
ALAN V. ROSEMAN  
JEFFREY S. CURL, ASLA, RLA  
IVY WYLIE, P.E.

**SURVEYOR CERTIFICATE OF SUBSTANTIAL COMPLETION**  
**Page Field Business Park - Phase III, A Condominium**

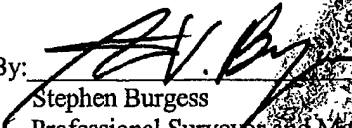
As to Building 5, of Page Field Business Park – Phase III, a Condominium, being a part of land located in a portion of Section 1, Township 45 South, Range 24 East, Lee County, Florida:

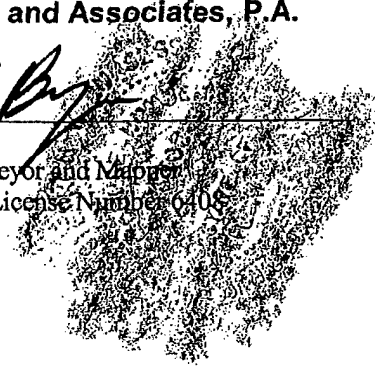
I, Stephen Burgess, of Lee County, Florida, hereby certify as follows:

1. That I am a Professional Surveyor and Mapper holding certificate number 6408, authorized to practice in the State of Florida, as provided by the laws of said State.
2. That this certificate is made as to Building 5 of Page Field Business Park – Phase III, A Condominium, being a parcel of land located in a portion of Section 1, Township 45 South, Range 24 East, Lee County, Florida, in order to represent the extent at which said building is in compliance with Section 718.104(4)(e), Florida Statutes.
3. That the construction of the improvements for Building 5 comprising Page Field Business Park – Phase III, A Condominium, as described on the attached exhibits are substantially complete, so the, said exhibits, together with the provisions for the Declaration of Condominium describing the condominium property are an accurate representation of the location and dimension of said improvements as they now exist and so that the identification, location and dimensions of the common elements, limited common elements and of each unit can be determined from these materials.
4. That all planned improvements serving said condominium Building 5 including landscaping, utility services, common element facilities and access to each unit, have been located and are substantially completed.

- 5. This certificate of substantial completion is made in reference to Section 718.104, of the Florida Statues, regarding the completion of Building 5 and said certificate pertains to only Building 5, being substantially completed as of the date hereof.

**Q. Grady Minor and Associates, P.A.**

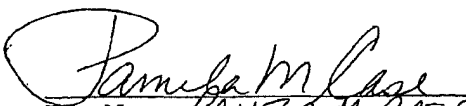
By:   
 Stephen Burgess  
 Professional Surveyor and Mapper  
 State of Florida, License Number 6405



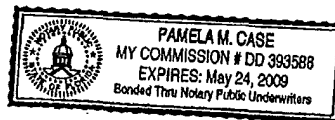
[Surveyor's Seal]

STATE OF FLORIDA     )  
COUNTY OF LEE     )

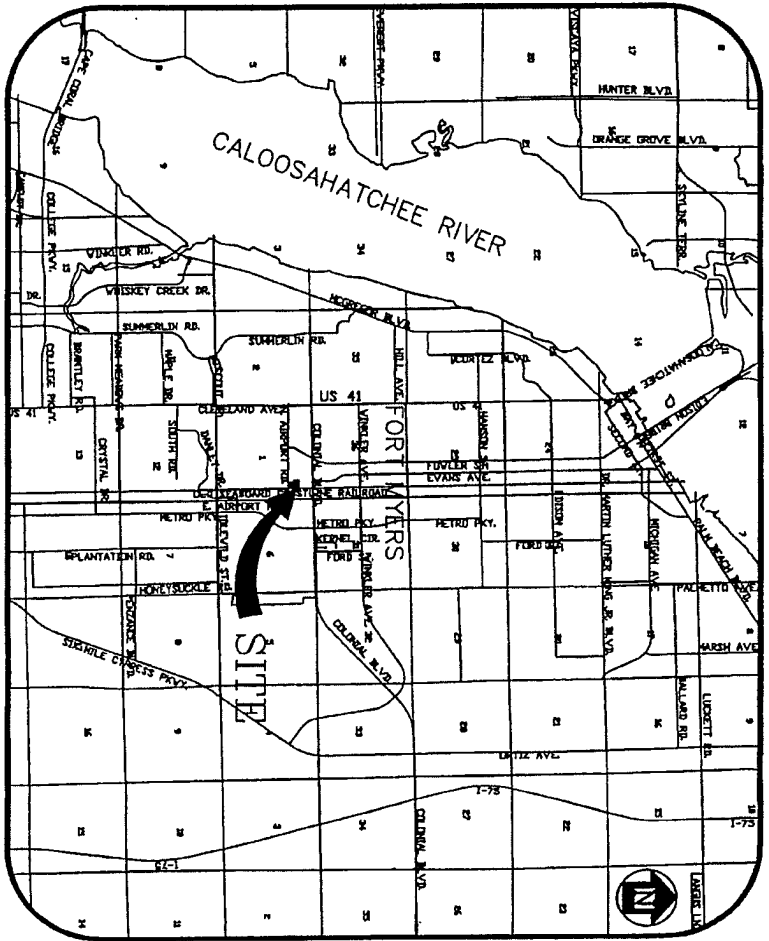
The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December 2005, by Stephen V. Burgess who is personally known to me and who did not take an oath.

  
 Print Name: PAMELA M. CASE  
 Notary Public, State of Florida

(Notary Seal)



PAGE FIELD BUSINESS PARK - PHASE III



PAGE FIELD BUSINESS PARK  
 PHASE III  
 SECTION 1, TOWNSHIP 45 SOUTH RANGE 24 EAST,  
 LEE COUNTY, FLORIDA

**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
 CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
 3800 VIA DEL REY  
 BONITA SPRINGS, FLORIDA 34134  
 PHONE : (239) 947-1144 FAX : (239) 947-0375  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

LOCATION MAP  
 PAGE FIELD BUSINESS PARK  
 PHASE III  
 SECTION 1, TOWNSHIP 45 SOUTH RANGE 24 EAST,  
 LEE COUNTY, FLORIDA  
 DATE: DECEMBER 2005 JOB CODE: PE3P DRAWING: B-2718-3P

\* NOT A SURVEY \*

CONDOMINIUM PLAT BOOK PAGE

EXHIBIT: SHEET: 1

**PAGE FIELD BUSINESS PARK - PHASE III**

CONDOMINIUM PLAT BOOK

PAGE

EXHIBIT:

SHEET: 2

**LEGAL DESCRIPTION**

A PARCEL IN NORTH 1/2 OF THE NORTHEAST 1/4, SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, RUN SOUTH 0°48'10" EAST ALONG THE EAST LINE OF SAID SECTION 1, FOR 1,318.97 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE RUN SOUTH 89°05'30" WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 FOR 153.9 FEET TO THE WEST LINE OF THE FORMER SEABOARD AIRLINE RAILROAD, RIGHT-OF-WAY; THENCE RUN NORTH 0°30'10" WEST ALONG SAID WESTERLY LINE FOR 50 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED, FROM SAID POINT OF BEGINNING CONTINUE NORTH 0°30'10" WEST ALONG SAID WESTERLY LINE FOR 575 FEET; THENCE RUN SOUTH 89°05'30" WEST PARALLEL WITH SAID SOUTH LINE OF THE NORTH HALF FOR 450 FEET; THENCE SOUTH 0°30'10" EAST PARALLEL WITH SAID WESTERLY LINE OF SAID FORMER RAILROAD RIGHT-OF-WAY FOR 575.0 FEET TO THE NORTH LINE OF A COUNTY ROAD KNOWN AS THE NORTH AIRPORT ROAD; THENCE RUN NORTH 89°05'30" EAST ALONG SAID NORTH LINE OF SAID COUNTY ROAD (SAID NORTH LINE BEING 50 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTH 1/2) FOR 450 FEET TO THE POINT OF BEGINNING, LESS THE WESTERLY 100 FEET OF THE SOUTHERLY 279 FEET OF THE ABOVE DESCRIBED PROPERTY.

**NOTES**

1. BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEING S 00°30'10" E.
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD.
3. IMPROVEMENTS OTHER THAN THOSE SHOWN WERE NOT LOCATED
4. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
6. THIS SURVEY DOES NOT ADDRESS ANY ENVIRONMENTAL CONCERNS, ENDANGERED WILDLIFE OR JURISDICTIONAL WETLANDS, IF ANY, EXCEPT AS SHOWN HEREON.
7. THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE B, HAVING NO BASE FLOOD ELEVATION, PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP #125106 0020 B, DATE NOVEMBER 15, 1984.
8. BENCHMARK ORIGIN: U.S.G.S. BRASS DISC STAMPED Z 415 1992 ELEVATION = 16.73 (NGVD 1929).

**PAGE FIELD BUSINESS PARK**

**PHASE III**

SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA



**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
 CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
 3800 VIA DEL REY  
 BOUNTA SPRINGS, FLORIDA 34134  
 PHONE: (239) 947-1144 FAX: (239) 947-0376  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

**OVERALL BOUNDARY LEGAL DESCRIPTION**

PAGE FIELD BUSINESS PARK  
 SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA

DATE: AUGUST 2005 JOB CODE: PPHB DRAWING: B-2718-37



PAGE FIELD BUSINESS PARK - PHASE III

CONDOMINIUM PLAT BOOK PAGE

EXHIBIT: SHEET: 3

NOTES (CONT.)

- 9. ELEVATION REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929. (N.G.V.D. '29)
- 10. THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS, OR FREEDOM OF ENCUMBRANCES.
- 11. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OF TITLE AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.

CERTIFIED TO:

PAGE FIELD COMMERCIAL, LLC.


Q. GRADY MINOR AND ASSOCIATES, P.A.

SIGNED: 12-20-05

*[Signature]*  
STEPHEN V. BURGESS

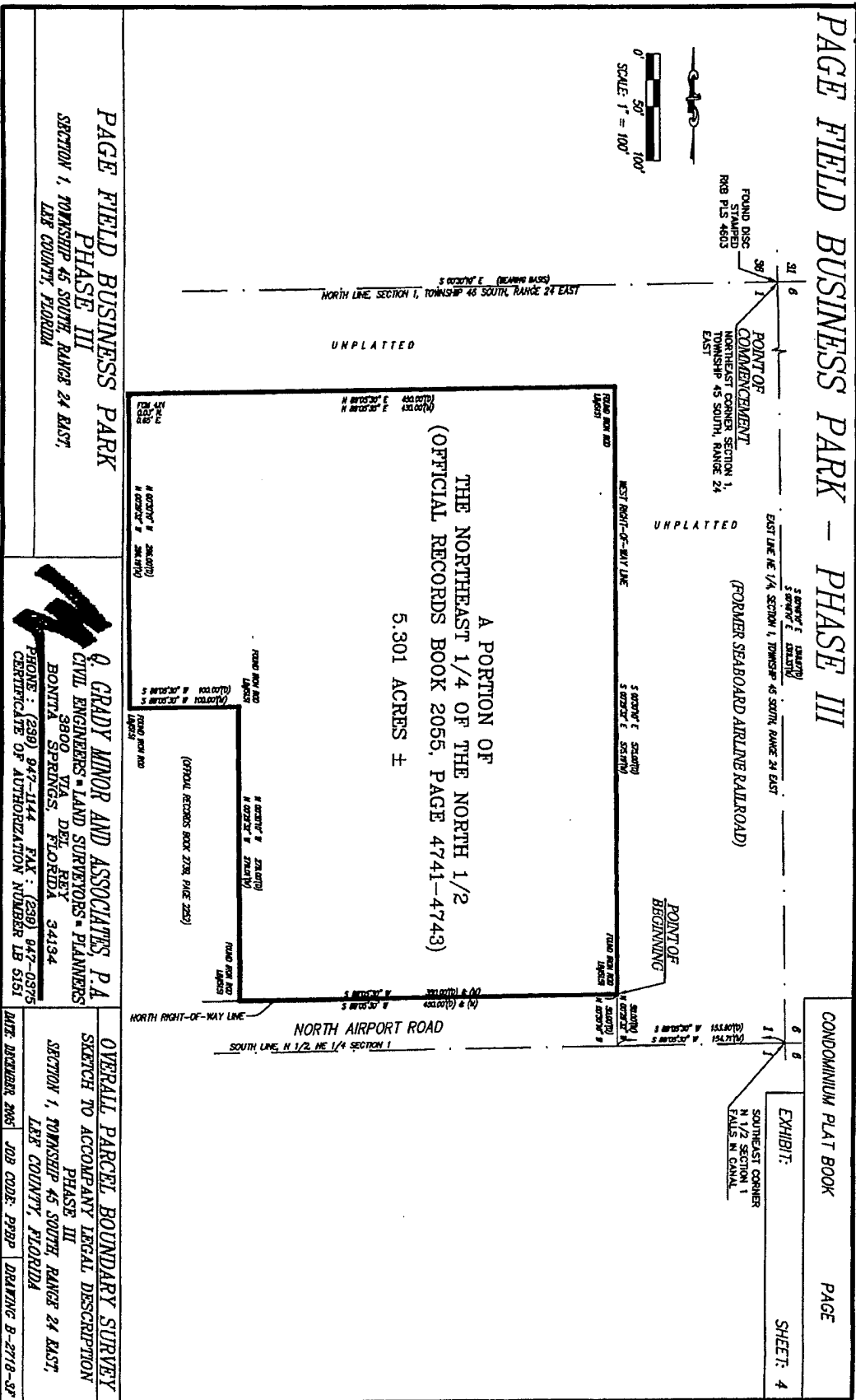


PAGE FIELD BUSINESS PARK  
PHASE III  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEER COUNTY, FLORIDA



Q. GRADY MINOR AND ASSOCIATES, P.A.  
CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
3800 VIA DEL REY  
BONITA SPRINGS, FLORIDA 34134  
PHONE: (239) 947-1144 FAX: (239) 947-0375  
CERTIFICATE OF AUTHORIZATION NUMBER LB 5161

OVERALL BOUNDARY SURVEY NOTES  
PAGE FIELD BUSINESS PARK  
PHASE III  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEER COUNTY, FLORIDA  
DATE: MARCH 2005 JOB CODE: PFP2 DRAWING: B-2718-S\*



**PAGE FIELD BUSINESS PARK**  
**PHASE III**  
 SECTION 1, TOWNSHIP 46 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA

**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
 CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
 3900 VIA DEL REY  
 BONITA SPRINGS, FLORIDA 34134  
 PHONE: (239) 947-1144 FAX: (239) 947-0575  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

**OVERALL PARCEL BOUNDARY SURVEY**  
 SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
 SECTION 1, TOWNSHIP 46 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA

DATE: NOVEMBER 2005 JOB CODE: P99P DRAWING: B-2718-5P

**PAGE FIELD BUSINESS PARK - PHASE III**

CONDOMINIUM PLAT BOOK

PAGE

EXHIBIT: SHEET: 5

**LEGAL DESCRIPTION**

A PARCEL IN NORTH 1/2 OF THE NORTHEAST 1/4, SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, RUN SOUTH 0°48'10" EAST, ALONG THE EAST LINE OF SAID SECTION 1, FOR 1,318.97 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE RUN SOUTH 89°05'30" WEST, ALONG THE SOUTH LINE OF SAID NORTH 1/2, FOR 153.9 FEET TO THE WEST LINE OF THE FORMER SEABOARD AIRLINE RAILROAD RIGHT-OF-WAY LINE; THENCE RUN NORTH 00°29'32" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, FOR 625.18 FEET; THENCE RUN SOUTH 89°05'30" WEST, PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 1, FOR A DISTANCE OF 330.50 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 00°54'25" EAST FOR A DISTANCE OF 301.00 FEET; THENCE RUN SOUTH 89°05'35" WEST FOR A DISTANCE OF 21.67 FEET; THENCE RUN NORTH 00°29'32" WEST FOR A DISTANCE OF 4.82 FEET; THENCE RUN SOUTH 89°05'30" WEST FOR A DISTANCE OF 100.00 FEET; THENCE RUN NORTH 00°29'32" WEST FOR A DISTANCE OF 296.19 FEET; THENCE RUN NORTH 89°05'35" EAST PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST, 1/4 OF SAID SECTION 1, FOR A DISTANCE OF 119.50 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, CONTAINING 0.822 ACRES, MORE OR LESS.

**NOTES**

1. BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; AS BEING S 89°05'30" W.
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD.
3. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

Q. GRADY MINOR AND ASSOCIATES, P.A.  
 SIGNED: 12-20-05

STEPHEN V. BOERS  
 P.S.M. #6408  
 STATE OF FLORIDA

\* NOT A SURVEY \*

**PAGE FIELD BUSINESS PARK**

**PHASE III**  
 SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA

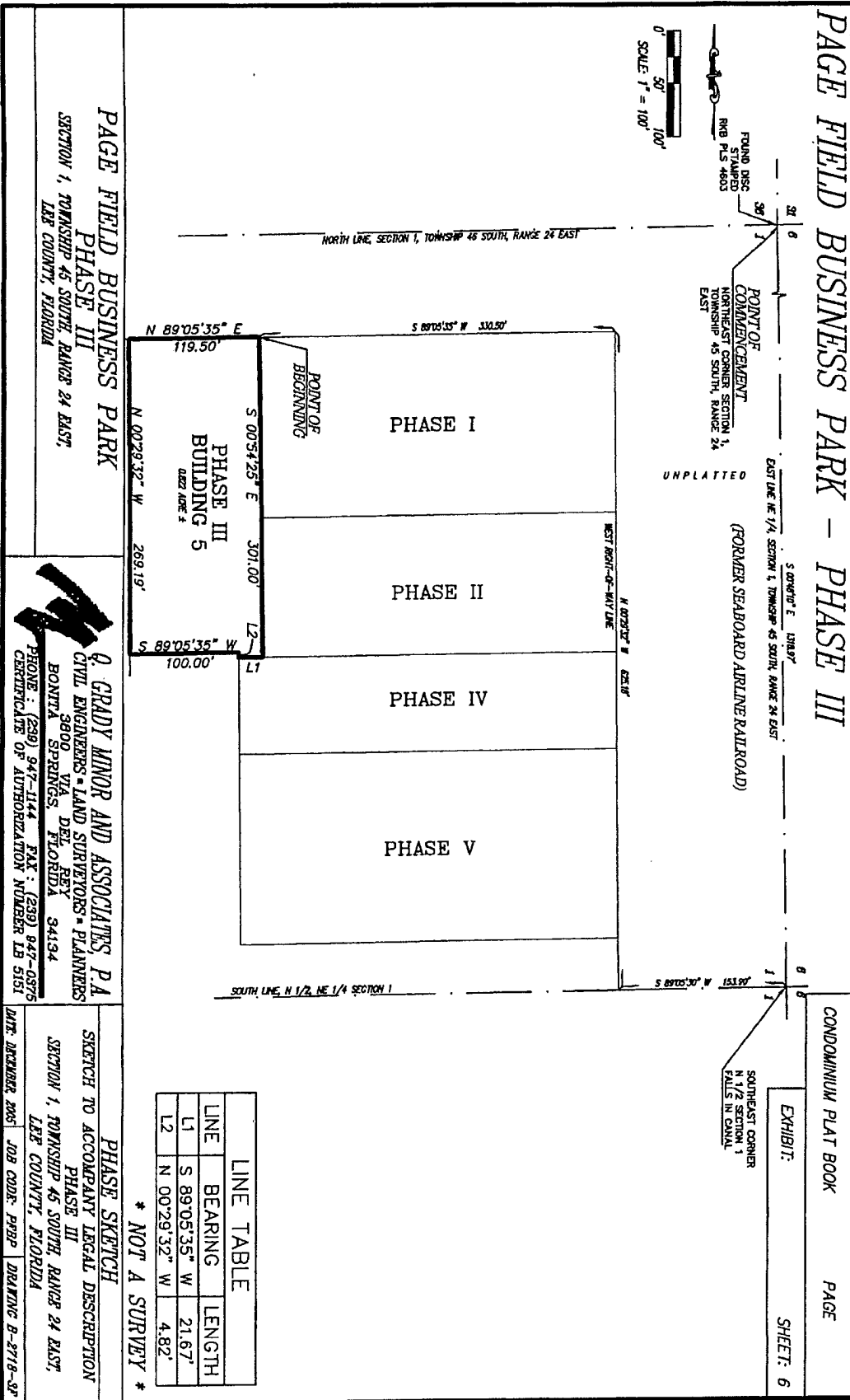


Q. GRADY MINOR AND ASSOCIATES, P.A.  
 CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
 3800 VIA DEL REY  
 BOYNTA SPRINGS, FLORIDA 34134  
 PHONE: (239) 947-1144 FAX: (239) 947-0875  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

**PHASE LEGAL**

**LEGAL DESCRIPTION**  
 PHASE III  
 SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA

DATE: DECEMBER 2005 JOB CODE: PPH2 DRAWING B-2718-S\*



**PAGE FIELD BUSINESS PARK**  
**PHASE III**  
 SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA

**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
 CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
 3800 VIA DEL REY  
 BONITA SPRINGS, FLORIDA 34134  
 PHONE: (239) 942-1144 FAX: (239) 942-0876  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

**PHASE SKETCH**  
 SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
 PHASE III  
 SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA

LATE INCUMBENT 2005 JOB CODE: P19P DRAWING B-2718-3P

**PAGE FIELD BUSINESS PARK - PHASE III**

CONDOMINIUM PLAT BOOK PAGE SHEET: 6

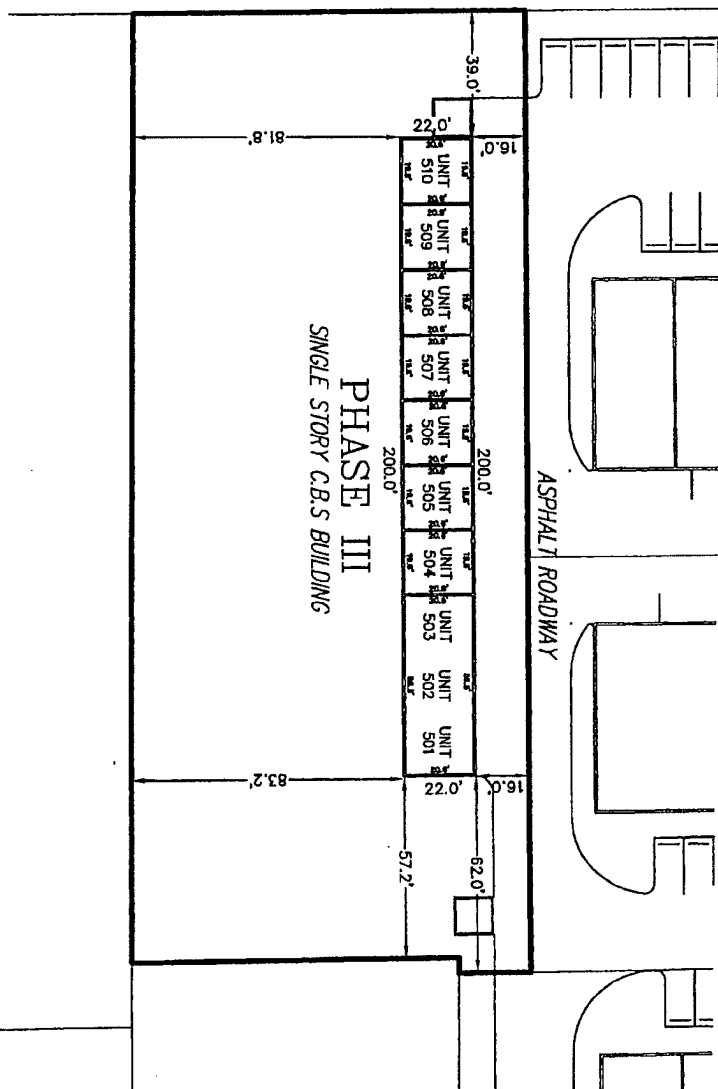
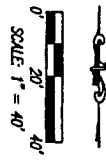
PAGE FIELD BUSINESS PARK - PHASE III

CONDOMINIUM PLAT BOOK


PAGE

EXHIBIT:

SHEET: 7



PAGE FIELD BUSINESS PARK  
PHASE III  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEW COUNTY, FLORIDA



**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
3900 VIA DEL REY  
BONITA SPRINGS, FLORIDA 34134  
PHONE: (239) 947-1144 FAX: (239) 947-0375  
CERTIFICATE OF AUTHORIZATION NUMBER LB 6151

PLOT PLAN  
PAGE FIELD BUSINESS PARK  
PHASE III  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEW COUNTY, FLORIDA  
DATE: DECEMBER 2005 JOB CODE: PFBP DRAWING B-2718-07



PAGE FIELD BUSINESS PARK - PHASE III

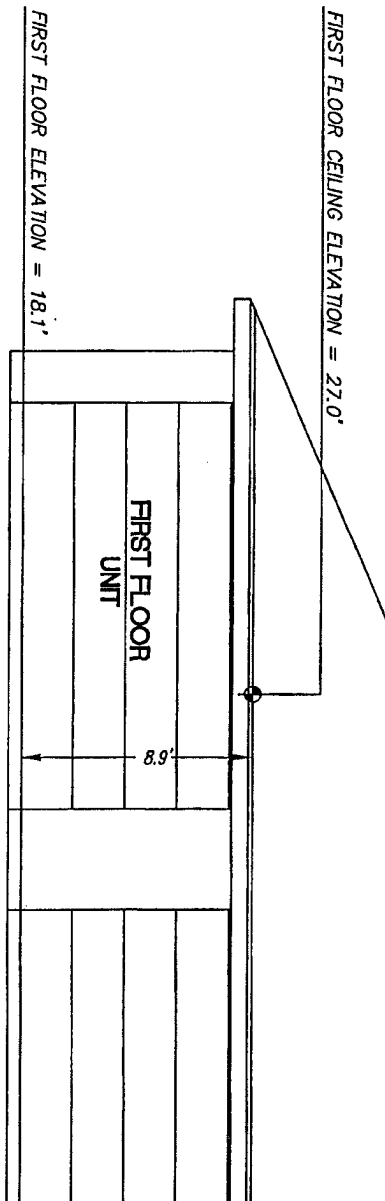
CONDOMINIUM PLAT BOOK

PAGE

EXHIBIT: SHEET: 9

ROOF PEAK ELEVATION = 32.2'

FIRST FLOOR CEILING ELEVATION = 22.0'



LONGITUDINAL SECTION  
NOT TO SCALE  
BUILDING 3

PAGE FIELD BUSINESS PARK  
PHASE III  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA



Q GRADY MINOR AND ASSOCIATES, P.A.  
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS  
BOWTIE SPRINGS, FLORIDA 34134  
PHONE: (239) 947-1144 FAX: (239) 947-0375  
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

ELEVATION PLAN  
PAGE FIELD BUSINESS PARK  
PHASE III  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA  
DATE: UNKNOWN 2001 JOB CODE: PFBP DRAWING B-2718-3P

**Q. GRADY MINOR & ASSOCIATES, P.A.**  
Civil Engineers ■ Land Surveyors ■ Planners ■ Landscape Architects

MARK W. MINOR, P.E.  
NORMAN J. TREBILCOCK, A.I.C.P., P.E.  
C. DEAN SMITH, P.E.  
DAVID W. SCHMITT, P.E.  
MICHAEL J. DELATE, P.E.  
MICHAEL T. HERRERA, P.E.  
WILSON A. GARCIA, P.E.

D. WAYNE ARNOLD, A.I.C.P.  
ROBERT "BOB" THINNES, A.I.C.P.  
STEPHEN V. BURGESS, P.S.M.  
JUAN A. ARAQUE, P.S.M.  
KENNETH W. PAHUTSKI  
ALAN V. ROSEMAN  
JEFFREY S. CURL, ASLA, RLA  
IVY WYLIE, P.E.

**SURVEYOR CERTIFICATE OF SUBSTANTIAL COMPLETION**  
**PAGE FIELD BUSINESS PARK - PHASE IV, A CONDOMINIUM**

I, Stephen Burgess, of Lee County, Florida, hereby certify as follows:

1. That I am a Professional Surveyor and Mapper holding certificate number 6408, authorized to practice in the State of Florida, as provided by the laws of said State.
2. That this certificate is made as to Building 2 of Page Field Business Park - Phase IV, A Condominium, part of land located in a portion Section 1, Township 45 South, Range 24 East, Lee County, Florida in order to represent the extent at which said building is in compliance with Section 718.104(4)(e), Florida Statutes.
3. That the construction of the improvements for building 2 comprising the Condominium, as described on the attached Exhibits to the Declaration of Condominium are substantially complete, so the, said exhibits, together with the provisions for the Declaration of Condominium describing the condominium property are an accurate representation of the location and dimension of said improvements as they now exist and so that the identification, location and dimensions of the common elements, limited common elements and of each unit can be determined from these materials. That all planned improvements serving said condominium building 2, including landscaping, utility services, common element facilities and access to each unit, have been located and are substantially completed.

[Surveyor's Seal]

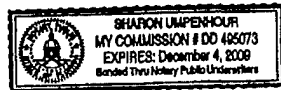
**Q. Grady Minor and Associates, P.A.**

By: \_\_\_\_\_

Stephen Burgess  
Professional Surveyor and Mapper  
State of Florida, License Number 6408

The foregoing instrument was acknowledged before me this 5th day of September, 2006, by Stephen V. Burgess who is personally known to me and who did not take an oath.

(Notary Seal)



\_\_\_\_\_  
Sharon Umphenour

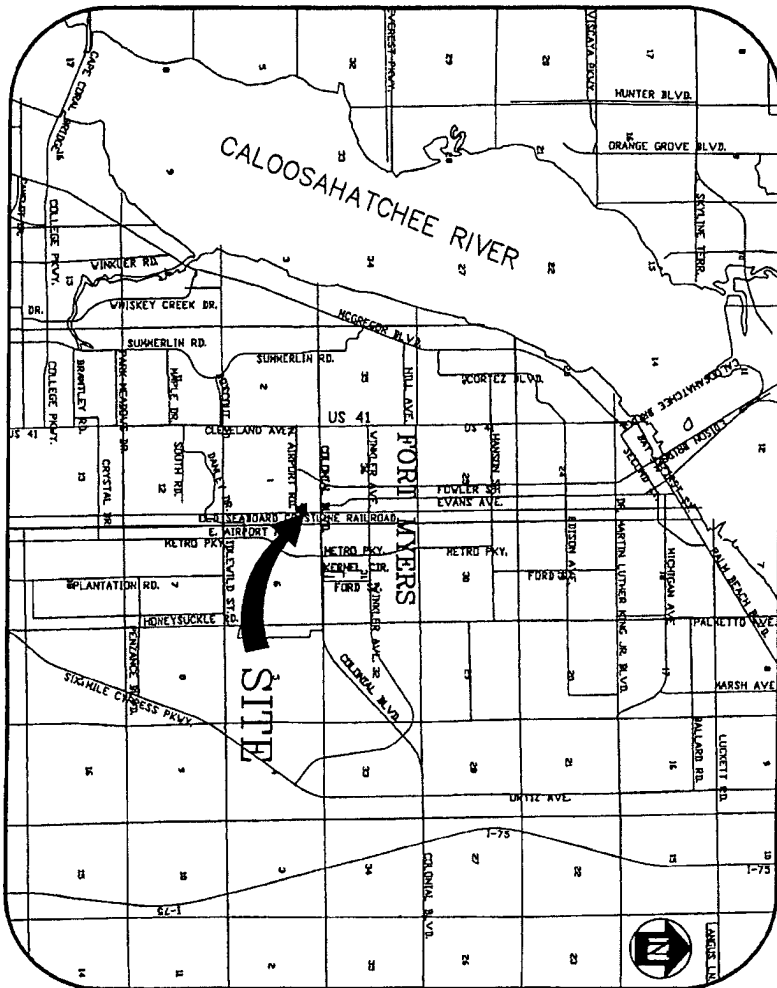
Print Name: SHARON UMPHENOUR  
Notary Public, State of Florida

G:\dwg\project\PAGE FIELD BUSINESS PARK\survey\surveyor CERTIFICATE-complete PHASE IV.DOC

(239) 947-1144 ■ FAX (239) 947-0375 ■ Web Site: www.gradymenor.com  
3800 Via Del Rey ■ Bonita Springs, Florida 34134-7569  
EB 0005151 ■ LB 0005151 ■ LC 26000266



PAGE FIELD BUSINESS PARK - PHASE IV



CONDOMINIUM PLAT BOOK

PAGE

EXHIBIT

SHEET 1

PAGE FIELD BUSINESS PARK  
 PHASE IV  
 SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA



Q GRADY MINOR AND ASSOCIATES, P.A.  
 CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS  
 3800 VIA DEL REY  
 BONITA SPRINGS, FLORIDA 34134  
 PHONE: (239) 947-1144 FAX: (239) 947-0575  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

LOCATION MAP  
 PAGE FIELD BUSINESS PARK  
 PHASE IV  
 SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA

DATE: AUGUST 2005 JOB CODE: PFBP5 DRAWING: B-2718-4F

\* NOT A SURVEY \*

**PAGE FIELD BUSINESS PARK - PHASE IV**

CONDOMINIUM PLAT BOOK

PAGE

EXHIBIT:

SHEET: 2

**LEGAL DESCRIPTION**

A PARCEL IN NORTH 1/2 OF THE NORTHEAST 1/4 SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, RUN SOUTH 0°48'10" EAST ALONG THE EAST LINE OF SAID SECTION 1, FOR 1,318.97 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE RUN SOUTH 89°05'30" WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 FOR 153.9 FEET TO THE WEST LINE OF THE FORMER SEABOARD AIRLINE RAILROAD, RIGHT-OF-WAY; THENCE RUN NORTH 0°30'10" WEST ALONG SAID WESTERLY LINE FOR 50 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING CONTINUE NORTH 0°30'10" WEST ALONG SAID WESTERLY LINE FOR 575 FEET; THENCE RUN SOUTH 89°05'30" WEST PARALLEL WITH SAID SOUTH LINE OF THE NORTH HALF FOR 450 FEET; THENCE SOUTH 0°30'10" EAST PARALLEL WITH SAID WESTERLY LINE OF SAID FORMER RAILROAD RIGHT-OF-WAY FOR 575.0 FEET TO THE NORTH LINE OF A COUNTY ROAD KNOWN AS THE NORTH AIRPORT ROAD; THENCE RUN NORTH 89°05'30" EAST ALONG SAID NORTH LINE OF SAID COUNTY ROAD (SAID NORTH LINE BEING 50 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTH 1/2) FOR 450 FEET TO THE POINT OF BEGINNING; LESS THE WESTERLY 100 FEET OF THE SOUTHERLY 279 FEET OF THE ABOVE DESCRIBED PROPERTY.

**NOTES**

1. BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; AS BEING S 00°30'10" E.
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD.
3. THIS SURVEY REFLECTS ONLY THE OBSERVABLE EVIDENCE OF THE CURRENT SITE IMPROVEMENTS AS OF THE SURVEY DATE.
4. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
6. THIS SURVEY DOES NOT ADDRESS ANY ENVIRONMENTAL CONCERNS, ENDANGERED WILDLIFE OR JURISDICTIONAL WETLANDS, IF ANY, EXCEPT AS SHOWN HEREON.
7. THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE B, HAVING NO BASE FLOOD ELEVATION, PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP #125106 0020 B, DATE NOVEMBER 15, 1994.
8. BENCHMARK ORIGIN: U.S.G.S. BRASS DISC STAMPED Z 415 1992 ELEVATION = 16.73 (NGVD 1929).

**PAGE FIELD BUSINESS PARK  
PHASE IV**  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA



**Q GRADY MINOR AND ASSOCIATES, P.A.**  
CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
3600 VIA DEL REY  
BONITA SPRINGS, FLORIDA 34134  
PHONE: (239) 947-1144 FAX: (239) 947-0775  
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

**OVERALL BOUNDARY LEGAL DESCRIPTION**

**PAGE FIELD BUSINESS PARK  
PHASE IV**  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

DATE: AUGUST 2006 JOB CODE: PRBP DRAWING B-2718-4F

PAGE FIELD BUSINESS PARK - PHASE IV

CONDOMINIUM PLAT BOOK

PAGE

EXHIBIT

SHEET 3

NOTES (CONT.)

- 9. ELEVATION REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929. (N.G.V.D. '29)
- 10. THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS, OR FREEDOM OF ENCUMBRANCES.
- 11. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OF TITLE AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.

CERTIFIED TO:

PAGE FIELD COMMERCIAL LLC.

Q. GRADY MINOR AND ASSOCIATES, P.A.

SIGNED: 9-5-06

*[Signature]*  
STEPHEN V. BURGES

P.S.M. #6408  
STATE OF FLORIDA

PAGE FIELD BUSINESS PARK  
PHASE IV

SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA



Q. GRADY MINOR AND ASSOCIATES, P.A.  
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS  
3800 VIA DEL REY  
BONITA SPRINGS, FLORIDA 34134  
PHONE : (239) 947-1144 FAX : (239) 947-0375  
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

OVERALL BOUNDARY SURVEY NOTES

PAGE FIELD BUSINESS PARK  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

DATE: AUGUST 2006 JOB CODE: PPBP DRAWING B-2718-4P



PAGE FIELD BUSINESS PARK - PHASE IV

CONDOMINIUM PLAT BOOK

PAGE

EXHIBIT:

SHEET 5

PHASE IV - LEGAL DESCRIPTION

A PARCEL IN NORTH 1/2 OF THE NORTHEAST 1/4, SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, RUN SOUTH 00°48'10" EAST, ALONG THE EAST LINE OF SAID SECTION 1, FOR 1,318.97 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE RUN SOUTH 89°05'30" WEST, ALONG THE SOUTH LINE OF SAID NORTH 1/2, FOR 153.90 FEET TO THE WEST LINE OF THE FORMER SEABOARD AIRLINE RAILROAD RIGHT-OF-WAY LINE; THENCE RUN NORTH 00°29'32" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, FOR 232.11 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 89°05'35" WEST FOR A DISTANCE OF 349.99 FEET; THENCE RUN NORTH 00°29'32" WEST FOR A DISTANCE OF 92.07 FEET; THENCE RUN NORTH 89°05'15" EAST FOR A DISTANCE OF 349.99 FEET TO A POINT ON THE WEST LINE OF THE FORMER SEABOARD AIRLINE RAILROAD RIGHT-OF-WAY LINE; THENCE RUN SOUTH 00°29'32" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 92.07 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, CONTAINING 0.740 ACRES, MORE OR LESS.

\* NOT A SURVEY \*

PAGE FIELD BUSINESS PARK

PHASE IV

SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA



Q. GRADY MINOR AND ASSOCIATES, P.A.  
CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
3800 VIA DEL REY  
BOUNTA SPRINGS, FLORIDA 34134  
PHONE: (239) 947-1144 FAX: (239) 947-0875  
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

PHASE LEGAL DESCRIPTION

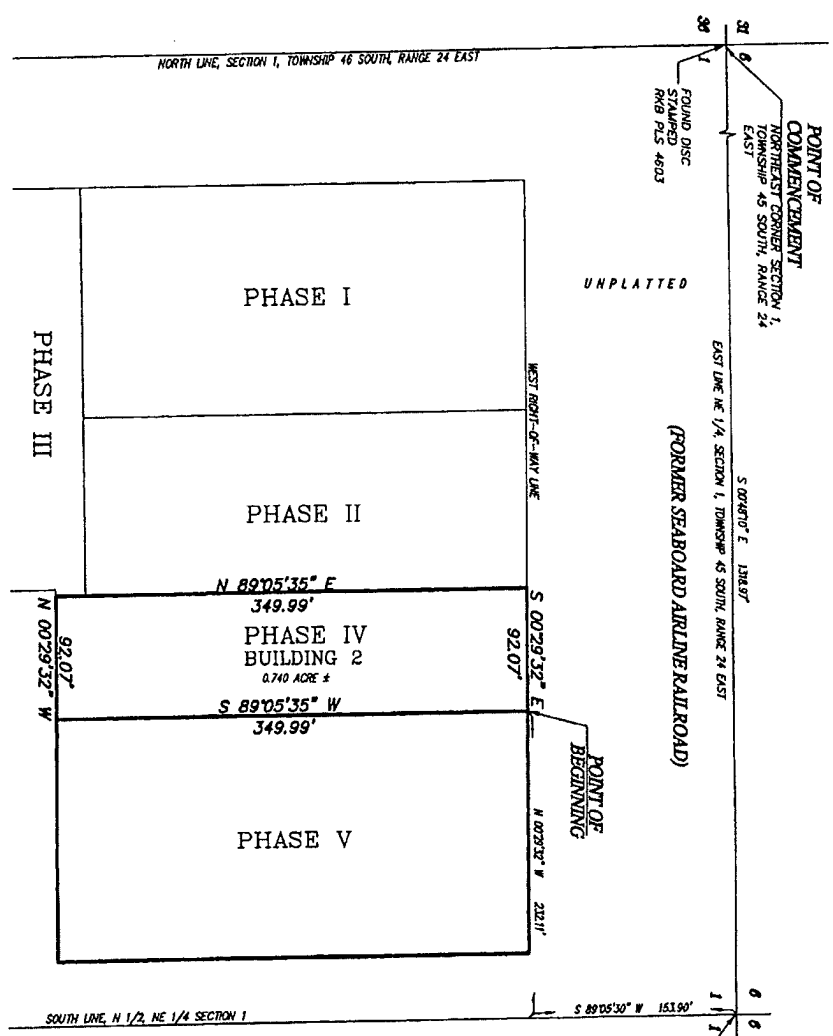
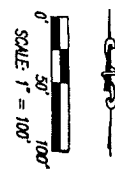
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

DATE: AUGUST 2006

JOB CODE: P59P

DRAWING B-2718-4P

PAGE FIELD BUSINESS PARK - PHASE IV



PAGE FIELD BUSINESS PARK  
 PHASE IV  
 SECTION 1, TOWNSHIP 46 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA

**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
 CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
 BONITA 3800 VIA DEL REY  
 SPRINGS, FLORIDA 34134  
 PHONE : (239) 947-1144 FAX : (239) 947-0376  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

PHASE SKETCH  
 SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
 PHASE IV  
 SECTION 1, TOWNSHIP 46 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA  
 DATE: AUGUST, 2006 JOB CODE: PRBP DRAWING B-2718-4P

CONDOMINIUM PLAT BOOK	PAGE
EXHIBIT	SHEET 6

\* NOT A SURVEY \*

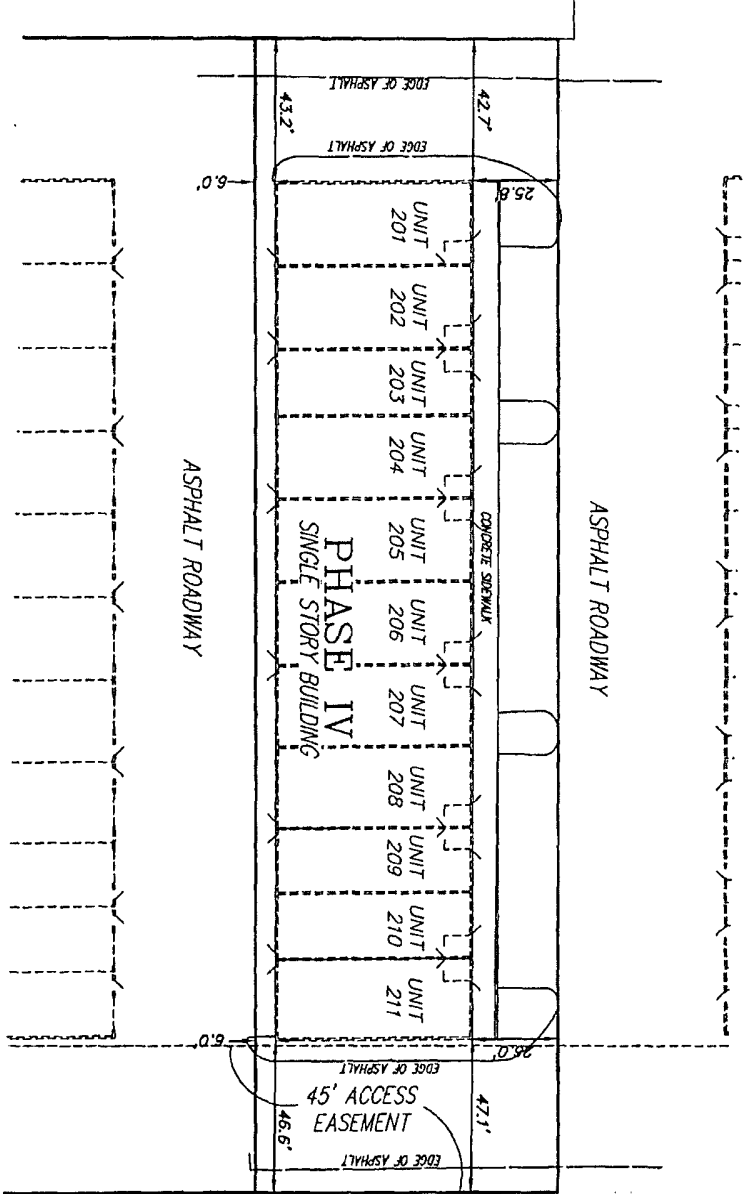
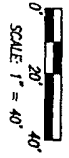
# PAGE FIELD BUSINESS PARK - PHASE IV

CONDOMINIUM PLAT BOOK

PAGE

EXHIBIT

SHEET 7



## PAGE FIELD BUSINESS PARK

PHASE IV  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA



**Q GRADY MINOR AND ASSOCIATES, P.A.**  
 CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
 BONITA SPRINGS, FLORIDA 34134  
 PHONE: (239) 947-1144 FAX: (239) 947-0375  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

## PILOT PLAN

PAGE FIELD BUSINESS PARK  
 PHASE IV  
 SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA  
 DATE: AUGUST, 2006 JOB CODE: P99P DRAWING B-2718-4P

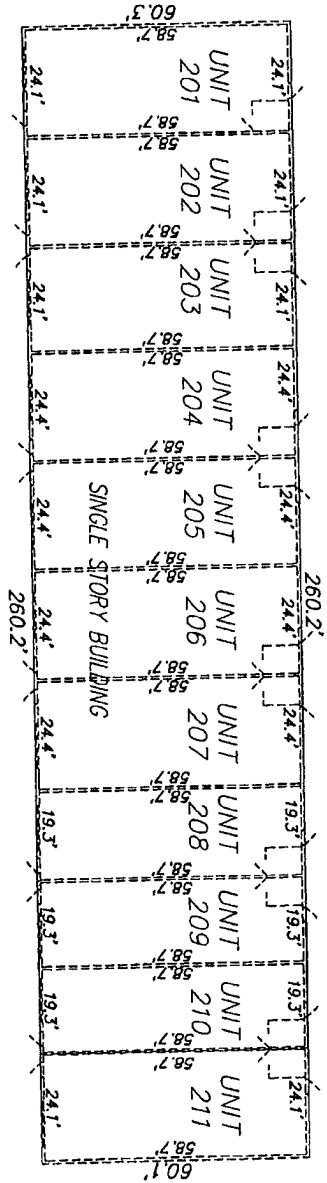
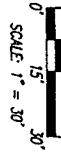
PAGE FIELD BUSINESS PARK - PHASE IV

CONDOMINIUM PLAT BOOK

PAGE

EXHIBIT

SHEET 8



PHASE IV

PAGE FIELD BUSINESS PARK  
 PHASE IV  
 SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA

**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
 CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS  
 3800 VIA DEL REY  
 BONITA SPRINGS, FLORIDA 34134  
 PHONE: (339) 947-1144 FAX: (339) 947-0375  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

UNIT PLAN  
 PAGE FIELD BUSINESS PARK  
 SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA  
 DATE: AUGUST, 2006 JOB CODE: PREP DRAWING 8-2718-4P



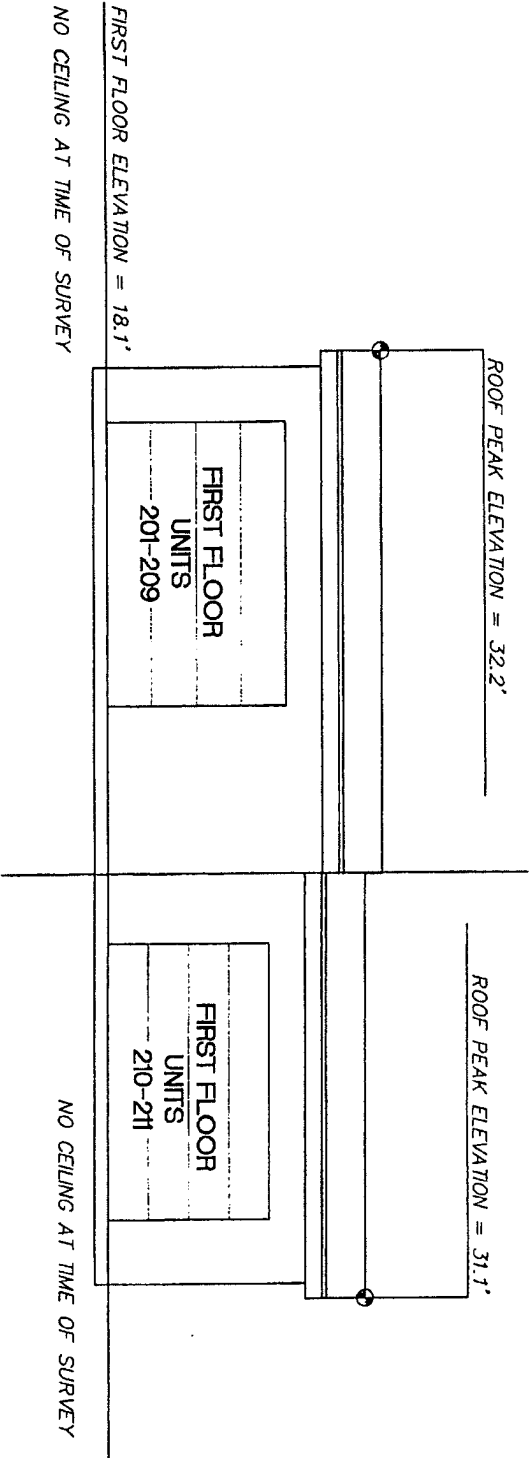
PAGE FIELD BUSINESS PARK - PHASE IV

CONDOMINIUM PLAT BOOK

PAGE

EXHIBIT

SHEET: 9



LONGITUDINAL SECTION

NOT TO SCALE  
BUILDING 4

PAGE FIELD BUSINESS PARK  
PHASE IV  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEF COUNTY, FLORIDA



Q. GRADY MINOR AND ASSOCIATES, P.A.  
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS  
3800 VIA DEL REY  
BONITA SPRINGS, FLORIDA 34134  
PHONE: (239) 947-1144 FAX: (239) 947-0375  
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

ELEVATION PLAN  
PAGE FIELD BUSINESS PARK  
PHASE IV  
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEF COUNTY, FLORIDA  
DATE: AUGUST 2006 JOB CODE: PPBP DRAWING B-2713-4F

**SURVEYOR CERTIFICATE OF SUBSTANTIAL COMPLETION  
PAGE FIELD BUSINESS PARK - PHASE V, A CONDOMINIUM**

I, Stephen Burgess, of Lee County, Florida, hereby certify as follows:

1. That I am a Professional Surveyor and Mapper holding certificate number 6408, authorized to practice in the State of Florida, as provided by the laws of said State.
2. That this certificate is made as to Building 1 of Page Field Business Park - Phase V, A Condominium, part of land located in a portion Section 1, Township 45 South, Range 24 East, Lee County, Florida in order to represent the extent at which said building is in compliance with Section 718.104(4)(e), Florida Statutes.
3. That the construction of the improvements for building 1 comprising the Condominium, as described on the attached Exhibits to the Declaration of Condominium are substantially complete, so the, said exhibits, together with the provisions for the Declaration of Condominium describing the condominium property are an accurate representation of the location and dimension of said improvements as they now exist and so that the identification, location and dimensions of the common elements, limited common elements and of each unit can be determined from these materials. That all planned improvements serving said condominium building 1, including landscaping, utility services, common element facilities and access to each unit, have been located and are substantially completed.

**Q. Grady Minor and Associates, P.A.**

[Surveyor's Seal]

By: \_\_\_\_\_

*Stephen Burgess*

Stephen Burgess  
Professional Surveyor and Mapper  
State of Florida, License Number 6408

The foregoing instrument was acknowledged before me this 13th day of February, 2007, by Stephen V. Burgess who is personally known to me and who did not take an oath.

(Notary Seal)



Print Name: \_\_\_\_\_

Notary Public, State of Florida

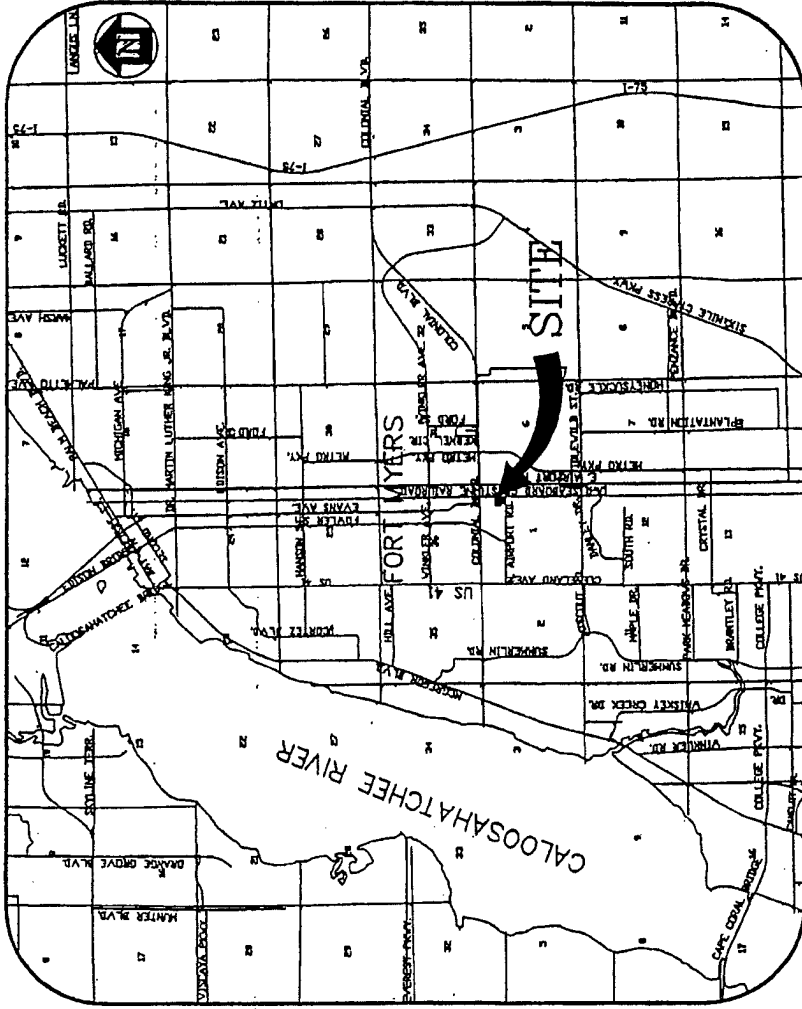
INSTR # 2007000050554 Page Number: 3 of 10

# PAGE FIELD BUSINESS PARK - PHASE V

CONDOMINIUM PLAT BOOK

PAGE

EXHIBIT: SHEET: 1



\* NOT A SURVEY \*

LOCATION MAP

**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
 CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS  
 3600 VIA DEL REY, BONITA SPRINGS, FLORIDA 34134

PHONE : (239) 947-1144 FAX : (239) 947-0375  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 5161

PAGE FIELD BUSINESS PARK  
 PHASE V, BUILDING 1  
 SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA

DATE: 13 FEB 2007 JOB CODE: PFBP DRAWING: B-2718-P5 Final

# PAGE FIELD BUSINESS PARK - PHASE V

CONDOMINIUM PLAT BOOK PAGE

EXHIBIT: SHEET: 2

## LEGAL DESCRIPTION

A PARCEL IN NORTH 1/2 OF THE NORTHEAST 1/4, SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, RUN SOUTH 0°48'10" EAST ALONG THE EAST LINE OF SAID SECTION 1, FOR 1,318.97 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE RUN SOUTH 89°05'30" WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 FOR 153.9 FEET TO THE WEST LINE OF THE FORMER SEABOARD AIRLINE RAILROAD, RIGHT-OF-WAY; THENCE RUN NORTH 0°30'10" WEST ALONG SAID WESTERLY LINE FOR 50 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED, FROM SAID POINT OF BEGINNING CONTINUE NORTH 0°30'10" WEST ALONG SAID WESTERLY LINE FOR 575 FEET; THENCE RUN SOUTH 89°05'30" WEST PARALLEL WITH SAID SOUTH LINE OF THE NORTH HALF FOR 450 FEET; THENCE SOUTH 0°30'10" EAST PARALLEL WITH SAID WESTERLY LINE OF SAID FORMER RAILROAD RIGHT-OF-WAY FOR 575.0 FEET TO THE NORTH LINE OF A COUNTY ROAD KNOWN AS THE NORTH AIRPORT ROAD; THENCE RUN NORTH 89°05'30" EAST ALONG SAID NORTH LINE OF SAID COUNTY ROAD (SAID NORTH LINE BEING 50 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTH 1/2) FOR 450 FEET TO THE POINT OF BEGINNING.

LESS THE WESTERLY 100 FEET OF THE SOUTHERLY 279 FEET OF THE ABOVE DESCRIBED PROPERTY.

## CERTIFIED TO:

PAGE FIELD COMMERCIAL LLC.

  
 STATE OF FLORIDA  
 PS.M. #6408  
 13 FEB 2007  
 SIGNED

STEPHEN V. BURGESS  
 Q. GRADY MINOR AND ASSOCIATES, P.A.



Q. GRADY MINOR AND ASSOCIATES, P.A.  
 CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS  
 3800 VIA DEL REY, BONITA SPRINGS, FLORIDA 34134  
 PHONE: (259) 847-1144 FAX: (259) 847-0376  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

## NOTES

1. BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; AS BEING S 00°30'10" E.
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD.
3. THE PURPOSE OF THIS SURVEY IS TO LOCATE AND DELINEATE THE OBSERVABLE EVIDENCE OF IMPROVEMENTS SURROUNDING BUILDING 1, PHASE V OF THE HEREON DESCRIBED CONDOMINIUM.
4. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
6. THIS SURVEY DOES NOT ADDRESS ANY ENVIRONMENTAL CONCERNS, ENDANGERED WILDLIFE OR JURISDICTIONAL WETLANDS, IF ANY, EXCEPT AS SHOWN HEREON.
7. THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE B, HAVING NO BASE FLOOD ELEVATION, PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP #125106 0020 B, DATE NOVEMBER 15, 1984.
8. ELEVATION REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. '29) BENCHMARK ORIGIN: U.S.G.S. BRASS DISC STAMPED Z 415 1992 ELEVATION = 16.73 (NGVD 1929).
9. THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS, OR FREEDOM OF ENCUMBRANCES.
10. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OF TITLE AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.

\* NOT A SURVEY \*

OVERALL BOUNDARY LEGAL DESCRIPTION  
 PAGE FIELD BUSINESS PARK  
 PHASE V, BUILDING 1  
 SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA

DATE: 13 FEB 2007 JOB CODE: PFPP DRAWING: B-271B-P6 Final



# PAGE FIELD BUSINESS PARK - PHASE V

CONDOMINIUM PLAT BOOK

PAGE

EXHIBIT:

SHEET: 4

## LEGAL DESCRIPTION - PHASE V

A PARCEL IN NORTH 1/2 OF THE NORTHEAST 1/4, SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, RUN SOUTH 00°48'10" EAST, ALONG THE EAST LINE OF SAID SECTION 1, FOR 1,318.97 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE RUN SOUTH 89°05'30" WEST, ALONG THE SOUTH-LINE OF SAID NORTH 1/2, FOR 153.90 FEET TO THE WEST LINE OF THE FORMER SEABOARD AIRLINE RAILROAD RIGHT-OF-WAY LINE; THENCE RUN NORTH 00°29'32" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, FOR 50.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING, THENCE RUN SOUTH 89°05'30" WEST FOR A DISTANCE OF 349.99 FEET; THENCE RUN NORTH 00°29'32" WEST FOR A DISTANCE OF 182.11 FEET; THENCE RUN NORTH 89°05'35" EAST FOR A DISTANCE OF 349.99 FEET TO A POINT ON THE WEST LINE OF THE FORMER SEABOARD AIRLINE RAILROAD RIGHT-OF-WAY LINE; THENCE RUN SOUTH 00°29'32" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 182.11 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, CONTAINING 1.463 ACRES, MORE OR LESS.

## NOTES

1. BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; AS BEING S 89°05'30" W.
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD.
3. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

*[Signature]*  
 STEPHEN V. BURGES, P.S.M. #6408  
 Q. GRADY MINOR AND ASSOCIATES, P.A.  
 STATE OF FLORIDA  
 SIGNED: 13-FEB-2007 5:00 PM  
 NOT A SURVEY \*

**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
 CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
 3800 VIA DEL REY, BONITA SPRINGS, FLORIDA 34134  
 PHONE : (239) 947-1144 FAX : (239) 947-0975  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

PHASE LEGAL DESCRIPTION  
 PAGE FIELD BUSINESS PARK  
 PHASE V, BUILDING 1  
 SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA  
 DATE: 13 FEB 2007, JOB CODE: PRPB, DRAWING B-2718-P5 Final



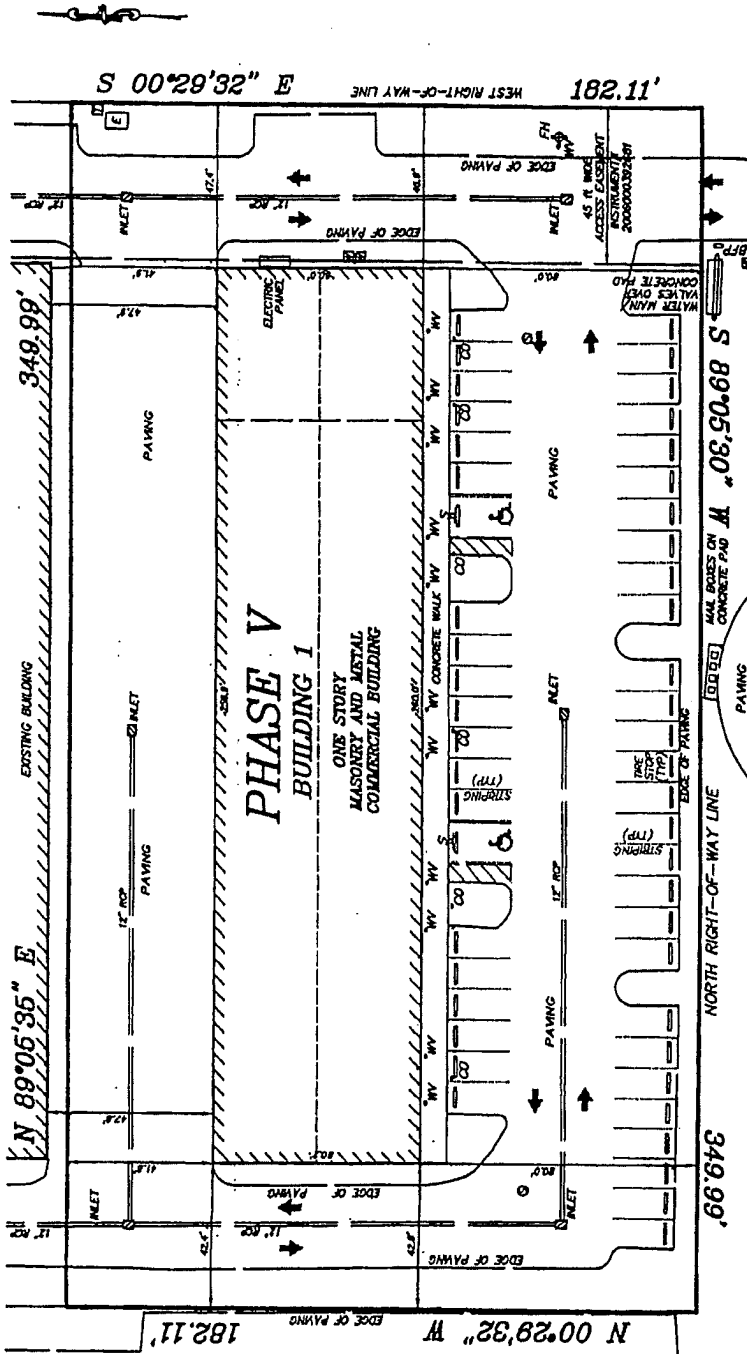
PAGE FIELD BUSINESS PARK - PHASE V

CONDOMINIUM PLAT BOOK

PAGE

SHEET: 6

EXHIBIT:



\* NOT A SURVEY \*

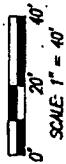
**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
 CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS  
 3800 VIA DEL REY, BONITA SPRINGS, FLORIDA 34134  
 PHONE : (239) 947-1144 FAX : (239) 947-0875  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

**PLOT PLAN**  
 PAGE FIELD BUSINESS PARK  
 PHASE V, BUILDING 1  
 SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA

DATE: 13 FEB 2007 JOB CODE: PFBP DRAWING: B-2718-P5 Final

**LEGEND**

- A/C AIR CONDITIONING UNIT
- BFP BACK FLOW PREVENTOR
- CABLE T.V. BOX/RISER
- CLEAN OUT
- CONC. CONCRETE
- CHW CORRUGATED METAL PIPE
- CHP CORRUGATED PLASTIC PIPE
- CPP DRAINAGE MANHOLE
- CPH ELECTRIC MANHOLE
- CPM ELECTRIC SERVICE/METER
- FHA FIRE HYDRANT
- FHE FIRE HYDRANT
- ETS ELECTRIC TRANSFORMER
- GAS GAS SERVICE/METER
- GAS GAS VALVE
- INV INVERT ELEVATION
- LP LIGHT POLE
- LP OVERHEAD WIRES
- RCP REINFORCED CONCRETE PIPE
- RY SANITARY MANHOLE
- RY SIGN
- RY TELEPHONE MANHOLE
- RY TELEPHONE BOX/RISER
- TC TOP OF GRADE ELEVATION
- TL TRAFFIC LIGHT
- UG UNDERGROUND
- UP UTILITY POLE
- WM WATER METER
- WV WATER VALVE
- YD YARD DRAIN





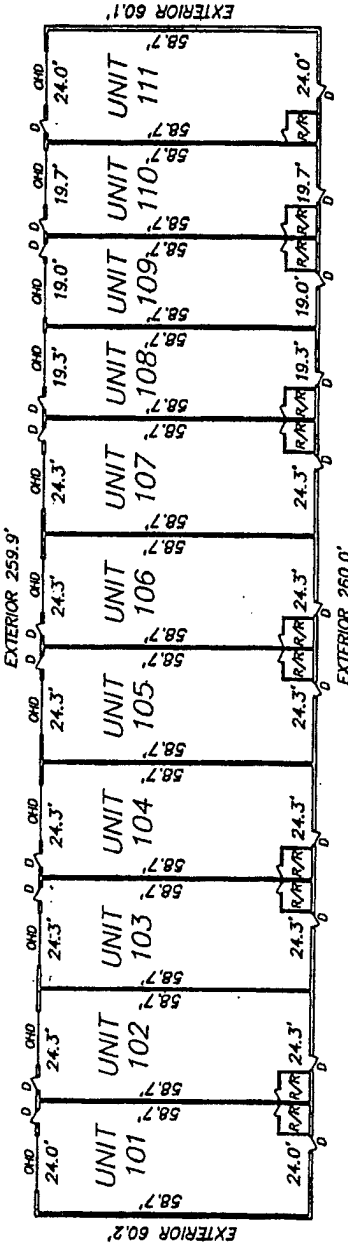
PAGE FIELD BUSINESS PARK -- PHASE V

CONDOMINIUM PLAT BOOK

PAGE

SHEET: 7

EXHIBIT:



PHASE V  
BUILDING 1

ONE STORY MASONRY AND METAL BUILDING

LEGEND

- D, DOOR
- OHD OVERHEAD DOOR
- R/R REST ROOM



\* NOT A SURVEY \*



**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
 CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
 3600 VIA DEL REY, BONITA SPRINGS, FLORIDA 34134

PHONE : (239) 947-1144 FAX : (239) 947-0376  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

UNIT PLAN

PAGE FIELD BUSINESS PARK  
 PHASE V, BUILDING 1

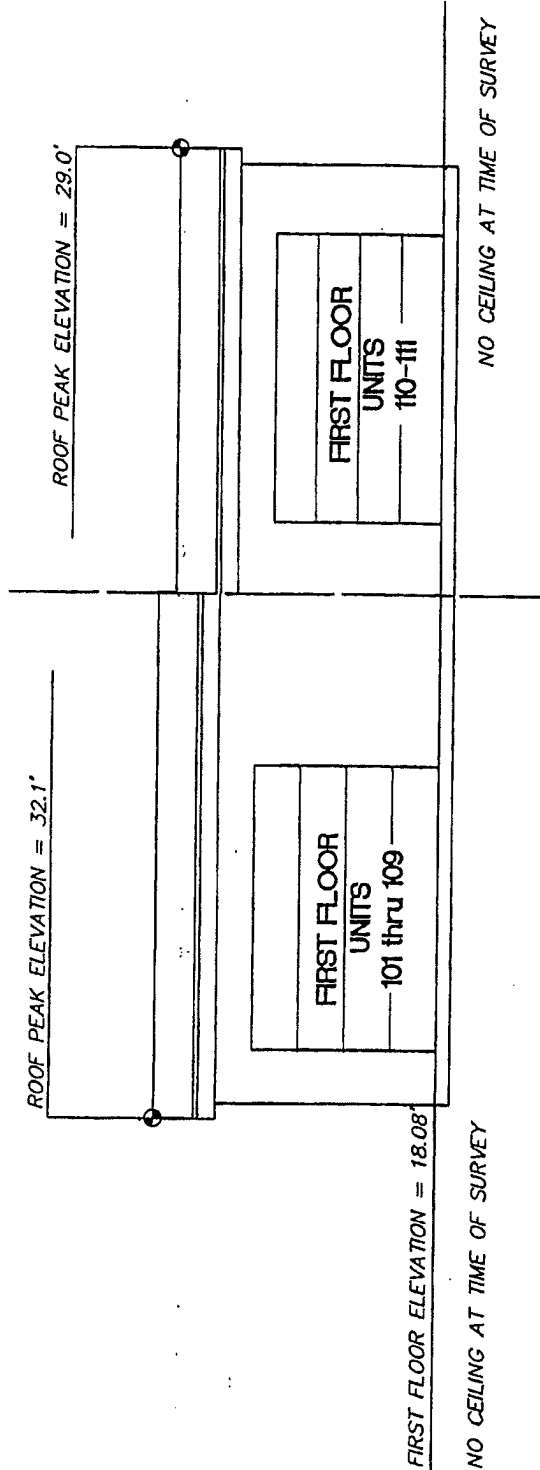
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA

DATE 13 FEB 2007 JOB CODE PEPP DRAWING B-2718-P5 Final

# PAGE FIELD BUSINESS PARK - PHASE V

CONDOMINIUM PLAT BOOK PAGE

EXHIBIT: SHEET: 8



## LONGITUDINAL SECTION NOT TO SCALE BUILDING 1

\* NOT A SURVEY \*

**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
 CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
 3800 VIA DEL REY, BONITA SPRINGS, FLORIDA 34134  
 PHONE : (258) 947-1144 FAX : (258) 947-0375  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

ELEVATION PLAN  
 PAGE FIELD BUSINESS PARK  
 PHASE V, BUILDING 1  
 SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA  
 DATE: 13 FEB 2007 JOB CODE: PFBP DRAWING: B-2718-P5 Final

EXHIBIT "A"



GradyMinor

Civil Engineers ■ Land Surveyors ■ Planners ■ Landscape Architects

**CERTIFICATE OF SURVEYOR  
Units 301 & 302 Phase II and Units 501, 502, & 503 Phase III  
of Page Field Business Park, A Condominium**

I, Donald L. Saintenoy III of Lee County, Florida, hereby certify:

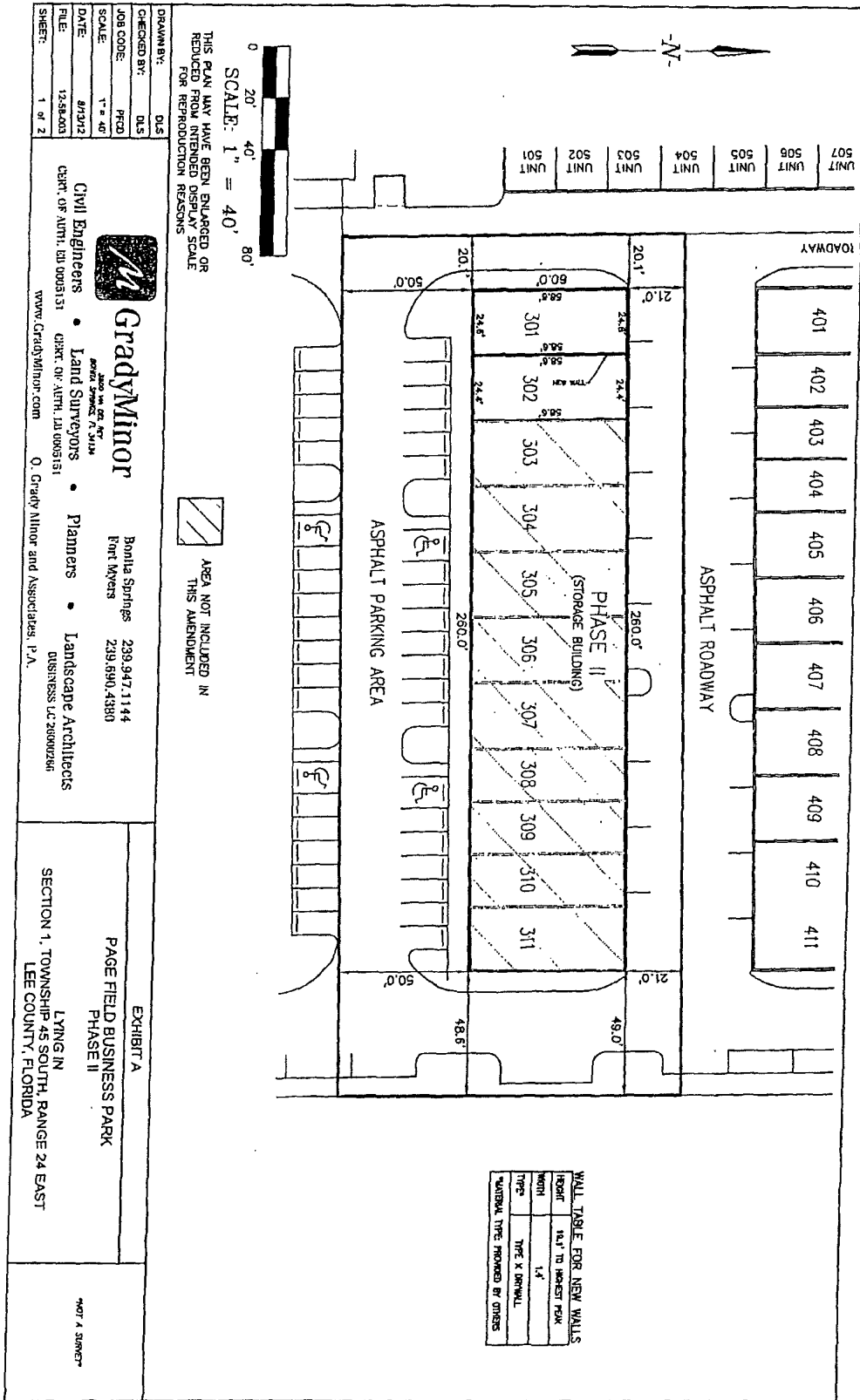
1. That I am a Professional Surveyor and Mapper holding certificate number 6761 authorized to practice in the State of Florida, as provided by the laws of the State.
2. That this certificate is made as to Units 301 & 302 Phase II and Units 501, 502, & 503 Phase III of Page Field Business Park, A Condominium, in compliance with Section 718.104(4)(e), Florida Statutes.
3. That the construction of the improvements within Units 301 & 302 Phase II and Units 501, 502, & 503 Phase III of Page Field Business Park, A Condominium, comprising Units 301 & 302 Phase II and Units 501, 502, & 503 Phase III of Page Field Business Park, A Condominium is substantially complete so that the material, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.
4. That all planned improvements, including landscaping, utility services and access to Units 301 & 302 Phase II and Units 501, 502, & 503 Phase III of Page Field Business Park, A Condominium, and common-element facilities serving Units 301 & 302 Phase II and Units 501, 502, & 503 Phase III have been substantially completed.

Date: 11/29/12

Signed:

Donald L. Saintenoy III  
Professional Surveyor and Mapper  
State of Florida, License Number 6761  
For the Firm LB 5151





DRAWN BY: DLS  
 CHECKED BY: DLS  
 JOB CODE: PFD  
 SCALE: 1" = 40'  
 DATE: 8/13/12  
 FILE: 12-28-203  
 SHEET: 1 of 2

**GradyMinor**  
 239.947.1144  
 229.690.4386  
 1000 W. 2nd St., Suite 100  
 Fort Myers, FL 33901  
 www.GradyMinor.com

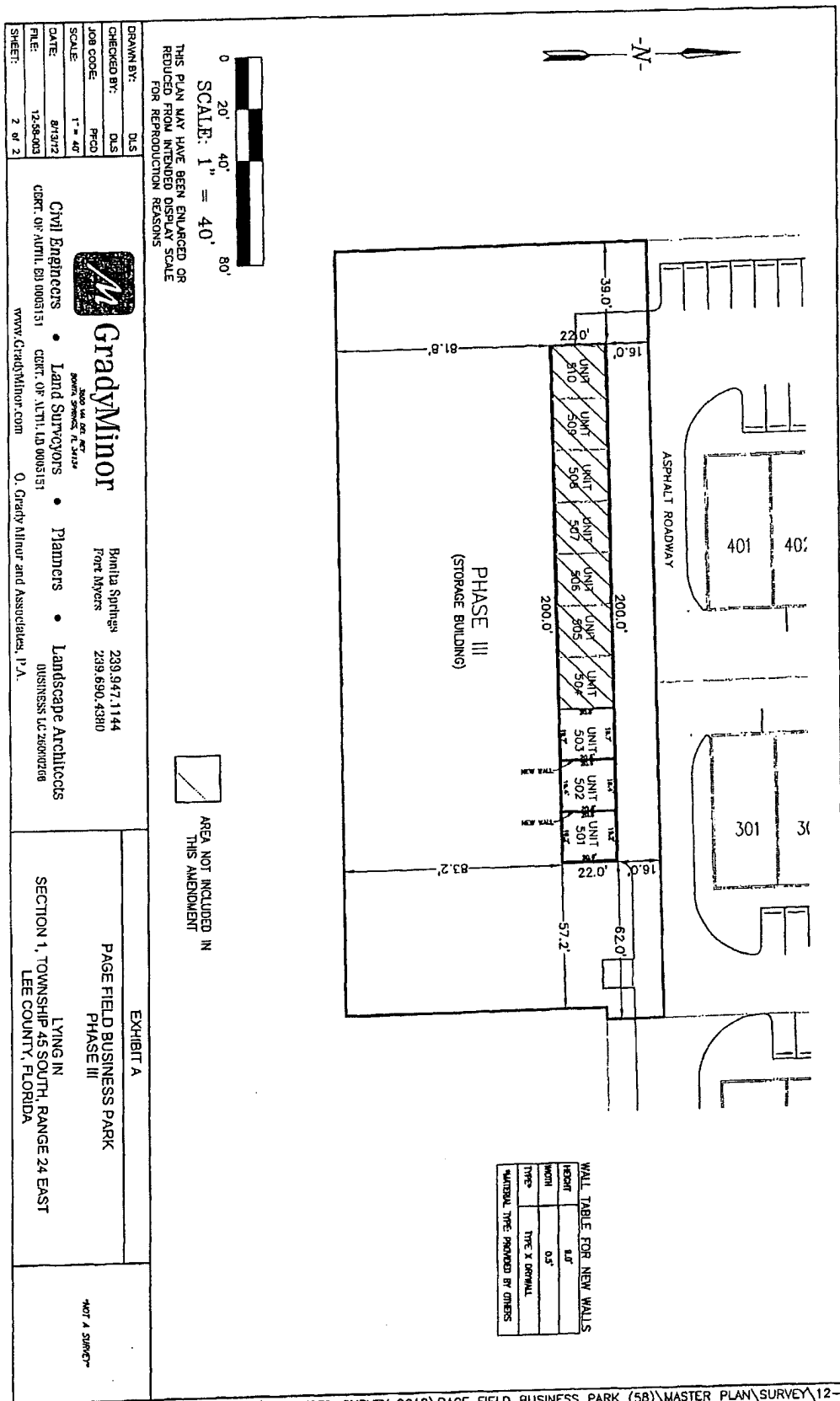
Civil Engineers • Land Surveyors • Planners • Landscape Architects  
 CHRT. OF ADM. 0000131 CHRT. OF ADM. 111000151  
 BUSINESS LIC. 2890236

EXHIBIT A  
 PAGE FIELD BUSINESS PARK  
 PHASE II  
 LYING IN  
 SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
 LEE COUNTY, FLORIDA

\*NOT A SIGNET\*

WALL TABLE FOR NEW WALLS

HEIGHT	TYPE
18.1' TO HIGHEST PEAK	TYPE X DRIVALL
1.4'	MATERIAL TYPE PROVIDED BY OWNER



DRAWN BY: D.S.  
 CHECKED BY: D.S.  
 JOB CODE: PFCO  
 SCALE: 1" = 40'  
 DATE: 8/13/12  
 FILE: 12-58-003  
 SHEET: 2 of 2



**GradyMinor**  
 2000 W. 1st St.  
 Spring Springs, FL 32159

Bartles Springs 239.947.1144  
 Fort Myers 239.650.4380

- Civil Engineers
  - Land Surveyors
  - Planners
  - Landscape Architects
- CERT. OF AUTH. FL 0003151 CERT. OF AUTH. LD 0003151  
 www.GradyMinor.com O. Grady Minor and Associates, P.A.

EXHIBIT A  
 PAGE FIELD BUSINESS PARK  
 PHASE III  
 LYING IN  
 SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
 LEE COUNTY, FLORIDA

"NOT A SURVEY"

# State of Florida



## Department of State

I certify from the records of this office that PAGE FIELD COMMERCIAL PARK CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on November 4, 2005.

The document number of this corporation is N05000011283.

I further certify that said corporation has paid all fees due this office through December 31, 2005, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 405A00066430-110705-N05000011283-1/1, noted below.

Authentication Code: 405A00066430-110705-N05000011283-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Seventh day of November, 2005



*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State

H05000257103

**ARTICLES OF INCORPORATION  
OF  
PAGE FIELD COMMERCIAL PARK  
CONDOMINIUM ASSOCIATION, INC.**

I, the undersigned, being a natural person competent to contract, do hereby execute these articles in my capacity as incorporator of a corporation not for profit under the laws of the State of Florida, pursuant to the provisions of Chapter 617 of the Florida Statutes providing for the formation of a corporation not for profit, with the powers, rights, privileges and immunities as hereinafter set forth.

**I. NAME**

1.1. The name of the corporation (hereinafter called "the Association") is Page Field Commercial Park Condominium Association, Inc.

**II. REGISTERED OFFICE, REGISTERED AGENT**

2.1. The initial principal office of the Association is the office of Colonial Square Realty, Inc., 1164 Goodlette Road North, Naples, Florida 34102.

2.2. The name of the initial registered agent for service of process and the address of the registered office is Mark J. Woodward, Esquire, of Woodward, Pires & Lombardo, P.A., 3200 Tamiami Trail North, Suite 200, Naples, Florida 34103. The registered agent is authorized to accept service of process within this state upon the Association.

**III. PURPOSE**

3.1. The purpose and objects for which the Association is organized are any and all purposes authorized to be performed by a corporation not for profit under Chapter 617 of the Florida Statutes, together with any association under Chapter 718 of the Florida Statutes. As used herein, the term "corporation not for profit" means a corporation no part of the income of which is distributable to its members, directors and officers.

3.2. Without limiting the generality of the foregoing, the purposes for which the Association is organized shall include maintenance, preservation, administration, operation, and management of Page Field Commercial Park, a Condominium, formed pursuant to the Florida Condominium Act, and a Declaration of Condominium to be executed and filed in the office of the Clerk of the Circuit Court of Lee County, Florida.

H05000257103

10500257103

IV. ASSOCIATION MEMBERSHIP

4.1. Each owner of a condominium unit shall have appurtenant to his ownership interest a membership in the Association, which membership shall be held by the person or entity, or in common by the persons or entities, owning such unit, except that no person or entity holding title to a unit as security for the performance of an obligation shall acquire the membership appurtenant to such unit by virtue of such security interest. In no event may any membership be severed from the unit to which it is appurtenant. Membership in the Association shall cease and terminate upon the sale, transfer, or disposition of the member's ownership interest in his condominium unit.

4.2. As used in these Articles of Incorporation, the Bylaws, and the Declaration of Condominium, the term "unit owners" shall be synonymous with the term "members" when referring to the members of the Association.

V. VOTING RIGHTS OF UNIT OWNERS

5.1. The total number of votes of all owners at any meeting of the owners shall be equal to the number of units. The owner of each unit may cast one vote. The right to vote may not be denied because of delinquent assessments.

VI. MEETINGS OF UNIT OWNERS

6.1. The first annual meeting of unit owners shall be held within not less than thirty (30) nor more than forty (40) days after unit owners, other than Developer, Page Field Commercial, LLC, own fifteen percent (15%) or more of the units in the condominium which will ultimately be operated by the Association. Thereafter, annual meetings of unit owners shall be held on the date as specified in Section 5.1 of the Bylaws; provided, however, that the meeting at which the unit owners other than Developer become entitled to elect a majority of the Board of Directors shall be deemed to be the annual meeting in respect of said year and, with respect to said year, it shall not be necessary that an annual meeting be held on the date specified in the Bylaws. An annual meeting shall be held no less often than once a year, regardless of the date in which the turnover meeting occurs or the date in which fifteen percent (15%) of the units have closed and in which unit owners other than Developer are entitled to elect one member to the Board of Directors.

VII. DIRECTORS

7.1. The Association shall initially be governed by a Board of Directors consisting of three (3) persons. The names and addresses of the Directors who are to initially serve are: Clifford A. Olson and Tammy Price, both of 1164 Goodlette Road North, Naples, Florida 34102, and Mark J. Woodward, 3200 Tamiami Trail North, Suite 200, Naples, Florida

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7.2. The number of directors to be elected, the manner of their election, and their respective terms shall be as set forth in Article II of the Association Bylaws. Should a vacancy occur on the Board, the remaining directors shall select a member to fill the vacancy until the next annual meeting of the membership.

#### VIII. OFFICERS

8.1. The officers of the Association who are accountable to the Board of Directors shall be: President, one or more Vice Presidents, a Secretary, and a Treasurer. Officers shall be elected annually by the Board of Directors.

8.2. The names of the officers who are to serve until the first election of officers are: Clifford A. Olson, President and Treasurer, and Tammy Price, Secretary.

#### IX. BYLAWS

9.1. The Bylaws of the Association shall be adopted by the initial Board of Directors. The By-laws may be amended in accordance with the provisions thereof except that no portion of the Bylaws may be altered, amended, or rescinded in such a manner as will prejudice the rights of the Developer of the condominium or mortgagees of units without their prior written consent.

#### X. DURATION

10.1. The period of duration of the Association is perpetual unless sooner terminated pursuant to the provisions of the Declaration of Condominium or pursuant to the provisions of the laws of the State of Florida.

#### XI. NO STOCK

11.1. Although the Association is a corporation, the Association shall not have or issue shares of stock and/or certificates of membership nor will it ever provide for nonmember voting.

#### XII. INCORPORATOR

12.1. The name and address of the incorporator is: Mark J. Woodward, 3200 Tamiami Trail North, Suite 200, Naples, Florida 34103.

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XIII. POWERS

13.1. The Association shall have and may exercise any and all rights, privileges, and powers set forth in Chapters 617 and 718 of the Florida Statutes together with those powers conferred by the aforesaid Declaration of Condominium and any and all Bylaws of the Association. Without limiting the generality of the foregoing, the Association shall have the following powers:

(a) To determine, levy, collect, and enforce payment by any lawful means of all assessments for common charges and pay such common charges as the same become due;

(b) To take and hold by lease, gift, purchase, grant, devise, or bequest any property, real or personal, including any unit in the condominium; to borrow money and mortgage any such property to finance the acquisition thereof on the vote of sixty-six percent (66%) of the members; and to transfer, lease, and convey any such property;

(c) To dedicate or otherwise transfer all or any portion of the common areas to any municipality, public agency, authority, or utility on the approval of sixty-six percent (66%) of the members, unless otherwise provided in the Bylaws;

(d) To establish Bylaws and Rules and Regulations for the operation of the Association and to provide for the formal administration of the Association; to enforce the Condominium Act of the State of Florida, the Declaration of Condominium, the Bylaws, and the Rules and Regulations of the Association; and

(e) To contract for the management of the condominium.

XIV. AMENDMENT

14.1. Until membership of the Association consists of members other than the Developer, these Articles of Incorporation may be altered or amended at any regular or special meeting of the Board of Directors upon a resolution adopted by a majority of the directors. No amendment to these Articles of Incorporation shall materially or adversely affect the rights of an existing unit owner without their prior written consent. After the membership includes members other than the Developer, these Articles of Incorporation may be altered or amended at either the annual, or a special, meeting of the voting unit owners, provided that:

(a) the Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the unit owners;

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(b) within the time and in the manner provided in the Bylaws for the giving of notice of meetings of unit owners, written notice setting forth the proposed amendment or of the changes to be effected thereby shall be given to each unit owner. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting;

(c) at such meeting, a vote of the unit owners shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the members and voted upon by them at one meeting;

(d) if all the directors and all the unit owners sign a written statement manifesting their intention that an amendment to the Articles of Incorporation be adopted, then the amendment shall thereby be adopted as though Section 14(a) through 14(c) had been satisfied;

(e) said amendment(s) shall be effective when a copy thereof, together with an attached certificate of its approval by the membership, sealed with the corporate seal, signed by the secretary, and executed and acknowledged by the president or vice-president, has been filed with the Secretary of State, and all filing fees have been paid; and

(f) no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, without approval in writing by all members and the joinder of all record owners of mortgagees upon condominium units. No amendment shall be made that is in conflict with the Declaration of Condominium, Florida Statute 718 or Florida Statute 617.

I, **THE UNDERSIGNED**, being the incorporator hereinabove named, for the purpose of forming a corporation not for profit pursuant to Chapter 617, Florida Statutes, supra, do hereby subscribe to these Articles of Incorporation and have hereunto set my hand and seal this 30<sup>th</sup> day of October, 2003.

  
\_\_\_\_\_  
MARK J. WOODWARD

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STATE OF FLORIDA,  
COUNTY OF COLLIER,

THE FOREGOING INSTRUMENT was acknowledged before me this 30<sup>th</sup> day of October, 2003, by MARK J. WOODWARD who is personally known to me and who did not take an oath.

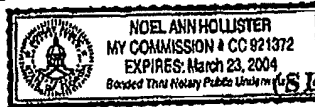
*Noel Ann Hollister*

NOTARY PUBLIC

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_



(SEAL/STAMP)

**ACKNOWLEDGMENT BY REGISTERED AGENT**

MARK J. WOODWARD, ESQUIRE, of Woodward, Pires & Lombardo, P.A., having been named in the Articles of Incorporation to accept service of process for the above-named corporation at the address designated herein, hereby accepts and consents to act in this capacity and agrees to comply with the provisions of the Florida General Corporation Act relative to keeping open said office.

*Mark J. Woodward*

MARK J. WOODWARD, ESQUIRE  
Woodward, Pires & Lombardo, P.A.  
3200 Tamiami Trail North, Suite 200  
Naples, Florida 34103

This instrument prepared by:

Mark J. Woodward, Esquire  
Woodward, Pires & Lombardo, P.A.  
3200 Tamiami Trail North, Suite 200  
Naples, Florida 34103

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**EXHIBIT "C"**  
**AMENDED AND RESTATED**  
**BYLAWS**  
**OF**  
**PAGE FIELD COMMERCIAL PARK CONDOMINIUM ASSOCIATION, INC.**

**SUBSTANTIAL REWORDING OF BYLAWS -  
SEE CURRENT BYLAWS FOR CURRENT TEXT**

**1. IDENTITY.** These are the Amended and Restated Bylaws (hereinafter "Bylaws") of Page Field Commercial Park Condominium Owner's Association, Inc., a Florida not-for-profit Corporation formed for the purpose of administering Page Field Commercial Park, a Condominium (hereinafter "the Condominium") which is located in Fort Myers, Lee County, Florida, upon the lands described in the Declaration of Condominium. (The corporation may hereafter be referred to as the "Association.")

**1.1 Office.** The office of the Association shall be at such location within Lee County, as may from time to time be determined by the Board of Directors.

**1.2 Fiscal Year.** The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

**1.3 Seal.** The corporate seal of the Association shall be adopted and may be changed by the Board of Directors and shall bear the name or abbreviated name of the Association, the word "Florida," the year of establishment, and shall identify the Association as a not-for-profit corporation. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.

**1.4 Definitions.** All terms used in these Bylaws shall have the same meaning, to the extent applicable, as set forth in the Articles of Incorporation for the Association, the Declaration of Condominium and the Florida Condominium Act (Chapter 718, Florida Statutes, 2015), all as amended from time to time.

**2. MEMBERS' MEETINGS.**

**2.1 Annual Meetings.** Annual Members' meetings shall be held at such convenient location in Lee County as may be determined by the Board of Directors. The annual meeting shall be held in February of each year or on the date and time determined by the Board for the purpose of transacting any business authorized to be transacted by the Members.

**2.2 Special Meetings.** Special Members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and shall be called by the President or Secretary within a reasonable time of receipt of written notice from 25% of the Voting Interests of the Association. Members' meetings to recall a Member or Members of the Board of Directors may be called by 10% of the Voting Interests of the Association who shall give notice of the meeting, stating the purpose of the meeting, pursuant to Section 718.112(2)(j) of the Act.

**2.3 Notice of Members' Meetings.** Notice of all Members' meetings, stating the time, place, and purpose(s) of the meeting, shall be sent to each Member by United States regular mail, unless waived in writing, at least 14 days prior to the meeting as to annual meetings and 10 days as to special meetings. The Association shall only be obligated to mail or deliver notice to one location, no matter how many persons own a Unit and no matter how many other residences such Owner may have. In the absence of written direction to the contrary, notices will be given to the address of the Unit. Hand delivery and electronic notice is acceptable where permissible by law. Officers required to give notice may delegate the actual giving of notice to another person, such as an Assistant Officer or managing agent. Any Members' meeting or election at which one or more Directors are to be elected must be noticed as provided for in Article 2.4 next following. An Officer of the Association or other person providing notice shall execute an affidavit of mailing per Section 718.112(2)(d)(3) of the Act, which shall be retained in the official records of the Association as proof of such mailing. The notice of the annual meeting shall include an agenda for all known substantive matters to be discussed, or have such an agenda attached to it. A copy of the notice and agenda for the annual meeting shall be posted at a conspicuous location, designated by Board resolution, on the Condominium Property at least 14 days in advance of the meeting.

Notice of specific meetings may be waived before or after the meeting and the attendance of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

**2.4 Board of Directors Election Meetings - Notice and Procedure.** The regular election of Directors shall occur as the first item of business at the annual meeting.

**2.4.1** Not less than 60 days before a scheduled election, the Association shall mail, or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Member entitled to vote, a first notice of the date of the election. Any person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than 40 days before scheduled election. Not less than 14 days before the election, the Association shall mail or deliver a second notice of the election to all Members entitled to vote therein, together with a written secret ballot containing the names of all properly pre-qualified candidates which shall include an information sheet (if provided by the candidate), no larger than 8½ inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.

**2.4.2** There is no quorum requirement necessary for an election. However, at least twenty percent (20%) of the Voting Interests must cast a ballot in order to have a valid election and elections shall be decided by a plurality of those votes cast.

**2.4.3** In the event that there are only as many (or fewer) candidates pre-qualified for election as there are open seats on the Board, no election shall be held and the pre-qualified candidates shall automatically become Members of the Board after the annual meeting.

**2.4.4** The Board may establish additional election rules or procedures as it deems appropriate to ensure a fair election process. Substantial compliance with these Bylaws and the Act relative to election procedures is sufficient.

**2.5 Quorum/Voting.** A quorum at Members' meetings shall consist of persons entitled to cast thirty percent (30%) of the Voting (Membership) Interests of the entire membership. Those Members whose voting rights are suspended pursuant to the terms of the Condominium Documents and/or Florida Law shall be subtracted from the required number of votes in any calculation for purposes of determining whether a quorum is present during the period of suspension and such Voting Interests shall likewise be subtracted from the required number of votes when calculating any required vote as set forth in the Condominium Documents or the Act. Decisions made by a majority of the Voting Interests present and voting, in person or by proxy, at a meeting at which a quorum is present shall be binding and sufficient for all purposes except such decisions as may by the Act or the Condominium Documents require a larger percentage in which case the percentage required in the Act, or the Condominium Documents shall govern. To the extent lawful, Members may join in any action taken at a meeting of the Members through written approval of such action executed after the meeting, and such approval shall be as though the Member duly approved the action of the meeting in question.

**2.5.1 Units Owned by Association.** No Voting Interest or consent right allocated to a Unit owned by the Association shall be exercised or considered for any purpose, whether for a quorum, an election or otherwise, as provided in Section 718.112(2)(b)2. of the Act. Whenever a Unit owned by the Association is ineligible to vote due to the provisions of the Act and these Bylaws, the Voting Interest attributable to that Unit shall be subtracted from the required number of votes when calculating any required vote for quorum for the period during which the Association owns the Unit.

**2.6 Indivisible Vote.** Each Unit shall have one indivisible vote, which shall be weighted as set forth in the Declaration. If a Unit is owned by multiple individuals, such as a husband and wife, any record Owner may vote on behalf of the Unit. If a Unit is owned by a corporation, any officer may vote on behalf of said corporation. If a Unit is owned by a partnership, any general partner may vote on behalf of the partnership. If a Unit is owned in trust, any trustee of a trust shall be entitled to vote. If a Unit is owned by a limited liability company, any member or manager may vote on behalf of the limited liability company. Any person with apparent authority asserting the right to vote on behalf of a Unit owned by an artificial entity shall be conclusively presumed to be entitled to vote on behalf of said Unit, unless the Unit has filed voting instructions with the Association designating some other person

entitled to vote. If multiple Owners or non-individual Owners of a Unit cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not necessary. No individual may cast a vote assigned to a Unit where the voting rights assigned to the Unit are suspended pursuant to the terms of the Condominium Documents and/or Florida Law.

**2.7 Voting/Proxies.** Votes may be cast in person or by proxy. Members and proxy holders may participate in Association meetings via telephone conference, if permitted by the Association. Absent a resolution of the Board to the contrary, the President of the Association shall have the authority to determine whether Members or holders of proxies should be allowed to participate in any particular meeting of the Membership by telephonic conference. In order for a proxy holder to participate telephonically in an Association meeting, a copy of the proxy must be provided to the Association, at the meeting location, prior to the start of the meeting. Only Members or the spouse of a Member may be delegated to hold proxies, provided that the Board may designate agents of the Association (including but not limited to association legal counsel or the association's manager) as an eligible proxy holder. Proxies shall be in writing, signed and dated, and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than 90 days, and must be filed with the Association before or at the voter registration immediately preceding the meeting, or adjournment thereof. Except as specifically otherwise provided by law, Members may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Condominiums, Timeshares and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or Bylaws; and for any other matter which the Act requires or permits a vote of the Members. To the extent permissible by law, it is the intent of these Bylaws that Members who are given the opportunity to vote by limited proxy, but decline to do so, may grant general powers (including the right to vote with respect to designated agenda items) to the holder of their proxy. No proxy, limited or general, shall be used in the election of Board Members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. A photographic, photostatic, facsimile, electronic or equivalent reproduction of a signed proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

**2.8 No Quorum/Adjournment.** If any meeting of Members cannot be organized because a quorum is not present, or if insufficient Voting Interests are represented to approve a proposed item of Association business, or in any case where a majority of the Voting Interests present (in person or by proxy) so agree, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, or enough votes can be cast to decide a question, or the meeting can be reconvened consistent with the intention of the Members in their approval of the adjournment.



**2.9 Order of Business.** The order of business at annual Members' meetings and, as far as applicable at all other Members' meetings, shall include:

**2.9.1** Call to order by the President;

**2.9.2** At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a Member or a Director);

**2.9.3** Appointment by the Chair of inspectors of election;

**2.9.4** Election of Directors;

**2.9.5** Calling of the roll, certifying of proxies and determination of a quorum; or, in lieu thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy;

**2.9.6** Proof of notice of the meeting or waiver of notice;

**2.9.7** Disposal of unapproved minutes;

**2.9.8** Reports of Officers;

**2.9.9** Reports of Committees;

**2.9.10** Unfinished business;

**2.9.11** New business;

**2.9.12** Adjournment.

**2.10 Action Without a Meeting.** Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice, and without a vote if a consent in writing setting forth the action so taken, shall be signed by the requisite number of Voting Interests to approve the action.

### **3. BOARD OF DIRECTORS.**

**3.1 Number, Term, and Qualifications.** The affairs of the Association shall be governed by a Board composed of five (5) Directors. All Directors shall be Members or the spouse of a Member. If provided in the Act as amended from time to time, co-owners of a Unit cannot simultaneously serve on the Board, except as permitted by the Act. No more than one natural person may represent any one Unit on the Board at any given time. When a Unit is owned by a corporation, a partnership, limited liability company or similar entity, the Primary Occupant, as designated pursuant to the Declaration of Condominium, and the spouse of the Primary Occupant shall be eligible for Board membership. If the Unit is excused from

designation of a Primary Occupant because the entity held title before the effective date of this provision, then any eligible voter, as described in Article 2.6 shall be eligible for Board service. Trustees and beneficiaries of trusts (provided that the beneficiaries reside in the Unit), and the spouses of such persons, shall be considered eligible for Board membership. Persons who have been convicted of any felony in this State or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction that would be considered a felony if committed in this State, are not eligible to serve on the Board, unless such felon's rights have been restored for a period of at least 5 years as of the date on which such person seeks election to the Board. A person who has been suspended or removed by the Division of Florida Condominiums, Timeshares, and Mobile Homes pursuant to the Act, or who is more than 90 days delinquent in the payment of any fee, fine, or special or regular assessment is not eligible for Board membership. All Directors will be elected for a two (2) year term. The term of each Director's service shall extend until their elected term is completed. Resignations of Directors are effective when received by the Association, in writing, unless a later date is stated.

**3.2 Board Vacancies.** Vacancies in the Board of Directors shall be filled by appointment by a majority vote of the remaining Directors for the remainder of the unexpired term as provided in Article 3.1; provided that when a Director has been recalled by the membership, the vacancy created by his removal cannot be filled with the same person as has been removed from the Board, and when a majority of the Board has been recalled, vacancies shall be filled by the membership, as provided by law.

**3.3 Organizational Meeting.** The organizational meeting of each newly-elected Board of Directors to elect Officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, the organizational meeting shall be held immediately following the annual meeting of the Members.

**3.4 Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings, unless fixed by Board resolution, shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile at least two days prior to the day named for such meeting.

**3.5 Special Meetings.** Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of any two (2) Directors. Not less than two days' notice of the meeting (except in an emergency) shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile, which notice shall state the time, place, and purpose of the meeting. Twenty percent (20%) of the Voting Interests may petition for the Board to take up an item of business at a regular or special meeting of the Board. Such meeting must be held within 60 days of receipt of the petition. The Board is not required to take any particular action as a result of such petitions.

**3.6 Waiver of Notice.** Any Director may waive notice of a meeting before, at, or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting.

**3.7 Notice to Owners of Board Meetings.** Notice of meetings, which notice shall specifically include an agenda, shall be posted conspicuously as provided in Article 2.3 of these Bylaws at least 48 continuous hours in advance of the meeting for the attention of Members, except in an emergency. If closed circuit television is available, the Board may use same for posting notices, as permitted by law. Meetings at which a regular monthly or quarterly Assessment or Special Assessment is to be considered shall specifically state that Assessments will be considered and the nature, estimated cost, and description of the purpose for such Assessments. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding Unit use will be considered, or where the Board will establish the deductible feature of the Association's insurance policies, shall be mailed or delivered (including electronic delivery, as provided by law) to the Members and posted conspicuously as provided in Article 2.3 of these Bylaws not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by an affidavit executed by the person giving notice, where required by law, and shall be filed among the official records of the Association.

**3.8 Owner Participation in Board Meetings.** Meetings of the Board of Directors at which a majority of the Board Members are present, shall be open to all Members. Members may not designate third persons, through power of attorney or otherwise, to attend Board meetings, unless agreed to otherwise by the Board. The Member's right to attend Board meetings includes the right to speak with reference to all designated agenda items; provided, however, the Board may adopt reasonable rules governing the frequency, duration, and manner of Member statements. Unless otherwise provided by the Board, each Member is entitled to speak for three minutes with reference to designated agenda items. Board meetings subject to the attorney-client privilege and Board meetings involving personnel matters shall not be subject to Member attendance.

**3.9 Board Meetings, Quorum, and Voting.** The designation of the agenda for Board meetings shall be at the discretion of the President. However, the President shall be obligated to include any item on the agenda for a Board meeting, if requested, in writing, by two Board Members, and where required due to petition from twenty percent (20%) of the Voting Interests. A quorum at Directors' Meetings shall consist of a majority of the Directors. The acts approved by a majority of the Board of Directors present and voting at a meeting shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings (except that Directors may vote by secret ballot when electing Officers) and a vote or abstention for each Member present shall be recorded in the minutes. A Director of the Association who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. If at any meeting of the Board there be less than a quorum present, or if a quorum exists and a majority of the Directors so approve, the Director(s) present may adjourn the meeting from time to time until a quorum is present and no further notice need be given except for announcement at the meeting as to the date, time, and place of the adjournment. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum or counted as official vote for the Board's meeting. Directors may participate telephonically in Board meetings, as provided by law.

**3.10 Presiding Officer.** The presiding Officer at Directors' meetings shall be the President, and in his absence, the Vice President. In the absence of the presiding Officer, the Directors present shall designate one of their number to preside.

**3.11 Director Compensation.** Directors shall serve without pay but shall be entitled to reimbursement for documented expenses reasonably incurred.

**4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.** All of the powers and duties of the Association existing under the laws of Florida generally, Florida Not For Profit Corporation Statute, the Condominium Act, and the Condominium Documents, all as amended from time to time, shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees, when said powers and duties have been delegated by the Board, subject only to the approval by Members when such is specifically required. The powers of the Directors shall include, but shall not be limited to, the power:

**4.1 To Assess.** The Directors shall adopt budgets and make and collect special and periodic Assessments against Owners to defray the costs of the Association.

**4.2 To Expend Association Funds.** The Directors shall use the proceeds of Assessments in the exercise of its powers and duties.

**4.3 To Maintain The Condominium Property.** The Directors shall maintain, repair, replace, and operate the property within the Condominium.

**4.4 To Adopt Regulations.** The Directors shall enact and may amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration of Condominium.

**4.5 To Reconstruct After Casualty.** The Directors may reconstruct the Units, Common Elements, Limited Common Elements, and Association Property improvements after casualty and to further improve the property, as specified in the Declaration of Condominium.

**4.6 To Approve Transfers.** The Directors may approve or disapprove proposed transactions or transfers in the manner provided by the Declaration of Condominium, and to charge a preset fee, not to exceed the maximum permissible by law, in connection with such right of approval. In connection with the lease of Units, the Board may require the posting of a security deposit to protect against damages to the Common Elements or Association Property, in the manner provided by law.

**4.7 To Enforce.** The Directors may enforce by legal means the provisions of applicable laws and the Condominium Documents, and may interpret the Condominium Documents, as the final arbiter of their meaning, unless such interpretation is wholly arbitrary, or contrary to law.

**4.8 To Contract.** The Directors may contract for management, maintenance, and operation of the Condominium.

**4.9 To Insure.** The Directors shall carry insurance for the protection of the Members and the Association, pursuant to requirements contained in the Declaration of Condominium and the Act.

**4.10 To Pay Utility Bills.** The Directors shall pay the cost of all utility services rendered to the Condominium and not billed to Owners of individual Units.

**4.11 To Hire and Discharge.** The Directors may employ personnel and/or designate other Officers to be paid a reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

**4.12 To Sue and Be Sued.** The Directors may bring and defend suits and other proceedings and may exercise its business judgment as to whether the interests of the Association are best served with respect to settlement of a matter or whether a suit or other proceeding should be commenced.

**4.13 To Deal in Real and Personal Property.** The Directors may make and execute contracts, deeds, mortgages, notes and other evidence of indebtedness, leases, and other instruments by its Officers, and may purchase, own, lease, convey, and encumber real and personal property subject to the provisions of the Declaration. The Directors may grant or modify easements and licenses over the Condominium Property necessary or desirable for proper operation of the Condominium.

**4.14 To Enter Into Contracts for Products and Services.** All contracts for the purchase, lease, or renting of materials or equipment, or which are not to be fully performed within one year, and all contracts for services shall be in writing. As to any such contract which requires payment exceeding 5% of the gross budget (including reserves) except for contracts with employees of the Association, attorneys, accountants, architects, engineers, landscape architects, and community association managers, the Association shall obtain competitive bids unless the products and services are needed as the result of an emergency, or unless the desired supplier is the only source of supply within the County serving the Association. The Association need not accept the lowest bid. If a contract was awarded under the competitive bid procedures of this Article, any renewal of that contract is not subject to such competitive bid requirements if the contract contained a provision that allowed the Board to cancel a contract on thirty days' notice. Materials, equipment, or services provided to a condominium under a local government franchise agreement by a franchise holder are not subject to the competitive bid requirements of this Article.

**4.15 To Levy Fines and Suspend Rights.** The Directors may, pursuant to Section 718.303 of the Act, impose fines not to exceed the maximum permissible by law, and/or suspend the right to use Common Elements, as permitted by the Act, for failure of the Owner of the Unit or its Occupant, Tenant, Guest, Licensee, Invitee, or any Family members thereof to comply with

the provisions of the Board policies and resolutions, the Condominium Documents, including the Rules and Regulations, and applicable laws.

**4.15.1** A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law. A suspension shall be levied and enforceable for a reasonable amount of time, as determined by the Board of Directors, and subject to the approval of the independent committee specified in Article 4.15.3 hereof.

**4.15.2** The Unit Owner and, if applicable, the party against whom the fine and/or suspension is sought to be levied (if different from the Unit Owner), shall be afforded an opportunity for hearing by being given notice of not less than twenty (20) days. Notice shall be effective when mailed by United States Mail, certified, return receipt requested, to the address of the Member listed in the official records of the Association, and as to Tenants, to the mailing address for the Unit. Said notice shall include:

- (a) A statement of the date, time, and place of the hearing;
- (b) A statement of the provisions of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, Board policies and resolutions, or laws which have allegedly been violated; and,
- (c) A short and plain statement of the matters asserted by the Association.

**4.15.3** The Unit Owner and, if applicable, the party against whom the fine and/or suspension is sought to be levied (if different from the Unit Owner), shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a Committee of Members appointed by the Board, which may not include Board Members nor persons residing in a Board Member's household. If the Committee does not agree with the fine and/or suspension, the fine and/or suspension may not be levied. Should the Association be required to initiate legal proceedings to collect a duly levied fine, or enforce a duly imposed suspension, the prevailing party in an action to collect said fine shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial (including in connection with the preparation for and conduct of fining and/or suspension hearings), at trial, and on appeal. Members shall be jointly and severally liable for the payment of fines levied against and/or suspension imposed upon Occupants, Tenants, Guests, Licensees, Invitees, or any Family members thereof.

**4.16 To Appoint Committees.** The Directors may appoint Committees and delegate to such Committees those powers and duties of the Association as the Board deems advisable. All Committees and Committee Members shall serve at the pleasure of the Board. Committees of the Association as defined in Section 718.103(7) of the Act, shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other Committees

may meet and conduct their affairs in private without prior notice or Owner participation, unless otherwise directed by the Board of Directors.

**4.17 To Ensure Fire Safety Compliance.** The Directors may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the condominium Units with the applicable Fire and Life Safety Code.

**4.18 To Approve the Installation of Hurricane Shutters.** The 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, or shall be structured to ensure that installed shutters are in compliance with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board, provided that the Board may condition approval upon the Member's agreement to execute appropriate documentation regarding same.

**4.19 To Exercise Emergency Powers.** In the event of any "emergency" as defined in Article 4.19.10 below, the Board of Directors may exercise the emergency powers described in this Article, and any other emergency powers authorized by Section 617.0207, Florida Statutes (2015), Section 617.0303, Florida Statutes (2015), and Section 718.1265 of the Act, all as amended from time to time.

**4.19.1** 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 during the period of the emergency, to accommodate the incapacity of any Officer of the Association.

**4.19.2** The Board may relocate the principal office or designate alternative principal offices or authorize the Officers to do so.

**4.19.3** 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.

**4.19.4** The Board may change or postpone the annual meeting date to a date and time determined by the Board, even if such change will result in not holding an annual meeting in a particular calendar year, as long as the annual meeting is held no more than eighteen (18) months after the prior annual meeting date.

**4.19.5** Corporate action taken in good faith during an emergency under this Article to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

**4.19.6** The Board may use reserve funds to meet Association needs, and may use reserve funds as collateral for Association loans. The Board may adopt emergency assessments with such notice deemed practicable by the Board.

**4.19.7** The Board may 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.

**4.19.8** 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.

**4.19.9** These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

**4.19.10** For purposes of this Article only, an “emergency” exists only during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subjected to:

**4.19.10.1** a state of emergency declared by local civil or law enforcement authorities;

**4.19.10.2** a hurricane warning;

**4.19.10.3** a partial or complete evacuation order;

**4.19.10.4** federal or state “disaster area” status;

**4.19.10.5** a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism; or,

**4.19.10.6** an unanticipated set of circumstances, which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Association, the Members, the Condominium Property, or Association Property.

**4.20 To Enter Into Contracts and Borrow Money.** The Directors may make contracts and incur liabilities, borrow money at such rates of interest as the Association may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, or income.

## **5. OFFICERS.**

**5.1 Executive Officers.** The executive Officers of the Association shall be the President, one or more Vice Presidents, a Secretary and a Treasurer, all of whom shall be elected annually by and from the Board of Directors, and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors may also appoint such Assistant Officers as may be desired. Assistant Officers need not be Directors.



**5.2 President — Powers and Duties.** The President shall be the Chief Executive Officer of the Association, shall preside at all meetings of the Board of Directors and Association meetings. The President shall have general supervision over the affairs of the Association and shall have all of the powers and duties which are usually vested in the office of President of a corporation.

**5.3 Vice-President — Powers and Duties.** The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

**5.4 Secretary — Powers and Duties.** The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep and have custody of the records of the Association, except those of the Treasurer. He shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

**5.5 Treasurer — Powers and Duties.** The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the Assessment rolls and accounts of the Members. He shall keep the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of the Treasurer of a corporation.

**5.6 Officers' Compensation.** Officers shall not be entitled to compensation for service as such, but shall be entitled to reimbursement of documented expenses reasonably incurred. This provision shall not preclude the Board of Directors from employing an Officer or Director as an agent or employee of the Association.

## **6. INDEMNIFICATION.**

**6.1 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 failed to 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. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

**6.2 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 Article 6.1 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.

**6.3 Advances.** Reasonable 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 6.

**6.4 Miscellaneous.** The indemnification provided by this Article 6 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.

**6.5 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 duty to indemnify him against such liability under the provisions of this Article.

**7. MINUTES AND INSPECTION OF RECORDS.** Minutes of all meetings of Members and of the Board of Directors shall be kept in a business-like manner. These, plus records of all receipts and expenditures and all other official records, as defined in Section 718.111(12) of the Act, shall be available for inspection by Members and Board Members at all reasonable times. Provided, however, that the Directors may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and any copying.

## **8. FISCAL MANAGEMENT.**

**8.1 Budget.** The budget shall be adopted by the Board. A proposed annual budget of Common Expenses and anticipated revenues shall be prepared by the Board of Directors which

shall include all anticipated income/revenue and expenses for operation, maintenance, and administration of the Condominium. The proposed budget may also include, expenses of security, in-house communications, Directors and Officers insurance, transportation services, bulk cable or master antenna television, and interior pest control, all of which are declared to be Common Expenses under these Bylaws. The proposed budget shall include reserves per Section 718.112(2)(f)2 of the Act, the funding of which may be waived or reduced by a vote of a majority of the Voting Interests present (in person or by proxy) and voting at a duly noticed meeting of the Association, or by written agreement of a majority of the entire Voting Interests. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the Voting Interests present (in person or by proxy) and voting at a duly called meeting of the Association, or by the written approval of a majority of the entire Voting Interests. The budget may contain a reasonable allowance for contingencies and provide funds for all operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that notice of the Board meeting at which the revised budget will be considered along with a copy of the proposed revisions to the budget shall be mailed to each Member as provided in Article 8.2 hereof.

If an adopted budget requires Assessments against the Units in any fiscal year which exceed 115 percent of the Assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Members to consider a substitute budget if the Board receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all Voting Interests. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least 14 days prior to such special meeting, the Board shall hand deliver to each Member or mail to each Member at the address last furnished to the Association, a notice of the meeting. An Officer or manager of the Association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement. Such affidavit shall be filed among the official records of the Association. At the special meeting, Members shall consider and enact a substitute budget. The adoption of the substitute budget requires a vote of not less than a majority vote of all the Voting Interests. If a meeting of the Members has been called and a quorum is not attained or a substitute budget is not adopted by the Members, the budget adopted by the Board of Directors goes into effect as scheduled. In determining whether Assessments exceed 115 percent of similar Assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property must be excluded from the computation.

**8.2 Mailing and Posting.** A copy of the proposed annual budget shall be mailed or hand-delivered to the Members not less than 14 days prior to the meeting of the Directors at which the budget will be adopted together with a notice of the meeting. Electronic notice transmitted to the address furnished by the Unit Owner for such purpose is acceptable where permissible by law. The notice shall also be posted in a conspicuous location on the Condominium Property as provided by law. The Board may include notice of its meeting to set the insurance deductible with notice of the budget meeting.

**8.3 Assessments.** The annual shares of the Units of the Common Expenses shall be made payable in installments due monthly or quarterly (as determined by the Board) in advance and shall become due on the first day of each such period and shall become delinquent 10 days thereafter. No invoice need be sent by the Association, although the Association may do so. The Association shall have the right to accelerate Assessments of an Owner delinquent in the payment of Common Expenses. Accelerated Assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

**8.4 Special Assessments.** Special Assessments for Common Expenses which are not funded through the budget may be made by the Board of Directors, and the time of payment shall likewise be determined by them. Notice of the Board meeting at which such Assessments shall be considered shall be posted and mailed to each Member as provided in Article 3.7 hereof, except in the event of an emergency. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Members or applied as a credit towards future Assessments.

**8.5 Assessment Roll.** The Assessments for Common Expenses and Charges shall be set forth upon a roll of the Units which shall be available for inspection at all reasonable times by Members. Such roll shall indicate for each Unit the name and address of the Owner, and the Assessments and Charges paid and unpaid. A certificate made by a duly authorized representative of the Association or by the Board of Directors as to the status of a Unit's account may be relied upon for all purposes by any person for whom made.

**8.6 Liability for Assessments and Charges.** A Member shall be liable for all Assessments and Charges coming due while the Owner of a Unit, and such Member and Member's grantees or successors after a conveyance or other transfer of title shall be jointly and severally liable for all unpaid Assessments and Charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any Common Elements or Association Property or by abandonment of the Unit for which the Assessments or Charges are due. Where a mortgagee holding a first mortgage of record obtains title to a Unit by foreclosure, such mortgagee shall be liable for such Unit's unpaid Assessments, Charges, or share of the Common Expenses which became due prior to acquisition of such mortgagee's title as provided in the Act. Such mortgagee or its successors and assigns are liable for all Assessments and Charges accruing after their taking of title.

**8.7 Liens for Assessments.** The unpaid portion of an Assessment, including an accelerated Assessment which is due, together with all costs, collection expenses, interest, late fees, and reasonable attorney's fees for collection, including appeals, shall be secured by a continuing lien upon the Unit.

**8.8 Lien for Charges.** Unpaid Charges due to the Association together with costs, interest, late fees, expenses and reasonable attorney's fees shall be secured by a common law and

contractual lien upon the Unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

**8.9 Collection — Interest; Administrative Late Fee; Application of Payments.**

Assessments or Charges paid on or before ten days after the date due shall not bear interest, but all sums not paid on or before ten (10) days shall bear interest at the highest rate permitted by law from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of \$25 or 5% of each installment of the Assessment for which payment is received more than ten (10) days after the date due, or the maximum late fee permissible by law. The Association may also accelerate all Assessments or Charges which are accrued, but not yet due, in the manner provided by law. All payments upon account shall be first applied to interest, then the late fee, then to any costs and collection expenses and reasonable attorney's fees incurred, and then to the Assessment payment first due.

Except as otherwise provided in 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.

**8.10 Collection — Suit.** The Association, at its option, may enforce collection of delinquent Assessments or Charges by suit at law, by foreclosure of the lien securing the Assessments or Charges, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration or which have thereafter become due, plus interest thereon, and all costs and expenses incident to the collection and the proceedings, including reasonable attorney's fees, incurred before trial, at trial, and on appeal. The Association may attach rental income for delinquent Units and may withhold approval for the sale, lease, or other transfer of a Unit, or any interest therein, until all past due Assessments, interest, late fees, costs, and attorney's fees have been paid in full. The Association must deliver or mail by certified mail to the Member written notices of its intention to file a lien and to foreclose the lien, as provided by law.

**8.11 Association Depository.** The Depository of the Association in which the funds of the Association shall be deposited, shall be financial institutions authorized to do business in Florida which carry FDIC insurance or equivalent insurance provided that such insurance is backed by the full faith and credit of the United States of America. All deposits shall be within the limits of such insurance. Principal of Association funds, whether reserves or operating funds, may not be placed at risk for investment purposes. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Directors or by electronic transfer protocols approved by the Board of Directors.

**8.12 Commingling of Funds.** All funds of the Association shall be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes (2015), as amended from time to time, no agent, employee, Officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or

community association as defined in Section 468.431, Florida Statutes (2015), as amended from time to time, or with those of any other entity. Reserve funds and operating funds of the Association may be commingled for investment purposes, as provided by law.

**8.13 Financial Reports.** A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with Rule 61B-22, Florida Administrative Code (2015), as amended from time to time, and with Section 718.111(13) of the Act.

**8.14 Fidelity Bonding.** The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in the Act, for each person (whether or not a Director) who controls or disburses Association funds, and the President, Secretary and Treasurer. The Association shall bear the cost of bonding of Directors and Officers. In the case of a community association manager or management firm, the cost of bonding may be allocated as the parties may agree. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.

**9. PARLIAMENTARY RULES.** Meetings shall also be conducted in accordance with these Bylaws and the procedures established by the Board from time to time, if any, including the form of voting documents to be used. Absent written guidelines, the Chair of the meeting shall have the privilege to determine the rules of conduct to be used, subject to being overruled by a majority of the Board, the Committee, or the membership, as applicable. The ruling of the Chair of the meetings unless he or the Board of Directors designates a third person, as Parliamentarian, shall be binding on all matters of procedure, unless contrary to law.

**10. BYLAW AMENDMENTS.** Amendments to the Bylaws shall be adopted in the following manner:

**10.1 Proposal of Amendments.** An amendment may be proposed by the President of the Association, a majority of the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

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

**10.3 Notice.** The subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

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

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

**10.6 Automatic Amendment.** These Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium or the Articles of Incorporation. Whenever the Act, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board may operate the Association pursuant to the less stringent requirements without the need to change these Bylaws. The Board of Directors without a vote of the Members, may also adopt by majority vote, amendments to these Bylaws as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

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

## **11. DISPUTE RESOLUTION.**

**11.1 Mandatory Arbitration.** If unresolved, disputes between the Board and Members as defined in Section 718.1255(1) of the Act, must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation, so long as the Condominium Act requires such arbitration.

**11.2 Member Inquiries.** When a Member files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Member within 30 days of receipt of said inquiry. The Board's response shall either give a substantive response to the inquirer, or notify the inquirer that legal advice has been requested, or notify the inquirer that advice has been requested from the Association's counsel or the Division. If the Board requests advice from the Division, the Board shall, within ten days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Association from recovering attorney's fees and costs in any subsequent litigation, administrative

proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted by the Board of Directors, the Board shall only be obligated to respond to one inquiry per month pertinent to any particular Unit. In the event of a grievance of a Member against the Association, the Board of Directors, or a Member thereof, written notice in detail of the grievance shall be given the Directors prior to the institution of litigation, (including but not limited to arbitration) and they shall be allowed a period of 30 days in which to resolve the grievance.

**11.3 Other Remedies.** Nothing herein shall preclude the Association from pursuing any remedy for the violation of the Condominium Documents or disputes with a Member or other party as may be available to the Association under the laws of the State of Florida or the Condominium Documents.

**12. MISCELLANEOUS.** The following miscellaneous provisions shall apply to these Bylaws and the Condominium Documents.

**12.1 Conflicts.** The term "Condominium Documents," as used in these Bylaws and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, these Bylaws, the Rules and Regulations of the Association, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration of Condominium. In the event of a conflict between the language in the Declaration of Condominium and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Condominium Documents, the following priorities shall control:

1. Declaration of Condominium;
2. Articles of Incorporation;
3. Bylaws; and,
4. Rules and Regulations.

**12.2 Gender.** The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

**12.3 Severability.** In the event that any provisions of these Bylaws is deemed invalid, the remaining provisions shall be deemed in full force and effect.

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**EXHIBIT "D"**

**AMENDED AND RESTATED  
RULES AND REGULATIONS**

**OF  
PAGE FIELD COMMERCIAL PARK CONDOMINIUM ASSOCIATION, INC.**

**SUBSTANTIAL REWORDING OF RULES AND REGULATIONS –  
SEE CURRENT RULES AND REGULATIONS FOR CURRENT TEXT**

**I. RULES AND REGULATIONS GOVERNING  
UNIT OWNER PARTICIPATION AT MEETINGS**

WHEREAS, Section 718.112(2)(c) of the Act provides that the Association may adopt written reasonable rules governing the frequency, duration, and manner of Unit Owner statements at meetings of the Board; and

WHEREAS, Section 718.112(2)(d)7 of the Act provides that the Association may adopt written reasonable rules governing the frequency, duration, and manner of Unit Owner statements at Unit Owner meetings; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt rules, as contemplated by the above-referenced statutes.

NOW THEREFORE, the following rules regarding Unit Owner participation at meetings are adopted:

***A. Board and Committee Meetings***

**1. Board and Committee Meetings Defined.**

(a) "Board Meeting" is defined as a quorum of Directors gathered to conduct Association business.

(b) "Statutory Committee Meeting" is defined as a quorum of Statutory Committee members gathered to conduct the business of the committee.

(c) "Statutory Committee" means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the proposed annual budget or to take action on behalf of the Board.

**2. Attendance at Board or Statutory Committee Meetings.** Unit Owners have the right to attend Board and Statutory Committee Meetings except as provided by law. No person

other than a Unit Owner shall be permitted to attend such Meetings, unless permitted by the Chairman of the meeting. Unit Owners do not have the right to attend meetings of any Committee which is not a Statutory Committee, unless permitted by the Committee Chairman or required by law.

### **3. Participation at Meetings.**

(a) Unit Owners have the right to speak at Board and Statutory Committee Meetings. No other person shall be permitted to speak at such Meetings, unless permitted by the Chairman.

(b) Statements by Unit Owners at Meetings shall be restricted solely to items designated on the agenda for that Meeting, unless permitted by the Chairman or a majority of the Board or Committee. No other statement shall be permitted.

(c) A Unit Owner will only be permitted to speak once in reference to each designated agenda item, unless otherwise requested to speak again by the Chairman of the Meeting. A Unit Owner statement shall not exceed three (3) minutes per agenda item unless approved by the Chairman of the Meeting. Other Unit Owners cannot "yield" their time for the purpose of extending a Unit Owners time limit. The Chairman of the Meeting shall give the floor to the Unit Owner permitted to speak subsequent to the calling of the agenda item upon which the Unit Owner will make a statement, but prior to the discussion and voting of the Board or Committee upon that agenda item. In lieu thereof, the Chairman may set aside time at the beginning of the Meeting for Unit Owner statements regarding designated agenda items.

### **4. Taping of Meetings.**

(a) Unit Owners may tape record or videotape any Meetings of the Board or Statutory Committee.

(b) A Unit Owner desiring to tape record or videotape a Board Meeting or Statutory Committee Meeting shall submit a written notice to the Secretary or Manager at least five (5) minutes before the start of the Meeting advising that the meeting will be tape recorded or videotaped. A separate written notice must be made for each meeting the Unit Owner desires to tape record or videotape.

(c) No tape recording or videotaping of any Meeting shall interfere with or obstruct the Meeting, and none of the equipment used for taping shall interfere with or obstruct any person's view of the Meeting or ability to hear the Meeting, or block access to or from the Meeting or to or from the seating in the Meeting, or constitute a tripping hazard. Extra lighting for videotaping shall not be permitted. Persons using taping equipment must do so from their seats. All taping equipment used shall conform to the electrical codes. No accessory shall be attached to any electrical outlet that enables more equipment to utilize the outlet than would normally and safely utilize the outlet.

***B. Unit Owner Meetings***

**1. Unit Owner Meetings Defined.** "Unit Owner Meetings" is defined as a quorum of Unit Owners gathered at a lawfully noticed meeting to conduct official Association business.

**2. Attendance at Unit Owner Meetings.** Unit Owners have the right to attend Unit Owner Meetings either in person or by proxy as may be provided by law. No person other than a Unit Owner or a Unit Owner's proxy shall be permitted to attend Meetings, except agents of the Association or persons permitted by the Chairman.

**3. Participation at Unit Owner Meetings.**

(a) Unit Owners have the right to speak at Unit Owner Meetings as provided by law. No other person shall be permitted to speak at Meetings, except agents of the Association, designated proxies, or those persons permitted to speak by the Chairman.

(b) Statements by Unit Owners at Meetings shall be restricted solely to items designated on the agenda for that Meeting, unless permitted by the Chairman or majority vote of those present (in person or by proxy) at the meeting.

(c) A Unit Owner will only be permitted to speak once in reference to each agenda item. A Unit Owner statement shall not exceed three (3) minutes, unless otherwise permitted by the Chairman. Other Unit Owners cannot "yield" their time for the purpose of extending a Unit Owners time limit. The Chairman of the Meeting shall give the floor to the Unit Owner permitted to speak subsequent to the calling of the agenda item upon which the Unit Owner will make a statement, but prior to the voting of the Unit Owners upon that agenda item.

**4. Taping of Unit Owner Meetings.**

(a) Unit Owners may tape record or videotape Unit Owner Meetings as permitted by law. A Unit Owner desiring to tape record or videotape such a Meeting shall submit written notice to the Secretary or Manager at least five (5) minutes prior to the start of the meeting.

(b) No tape recording or videotaping of Unit Owner Meetings shall interfere with or obstruct the Meeting, and none of the equipment used for taping shall interfere with or obstruct any person's view of the Meeting or ability to hear the Meeting, or block access to or from the Meeting or to or from the seating in the Meeting, or constitute a tripping hazard. Extra lighting for videotaping shall not be permitted. All taping equipment used shall conform to the electrical codes. No accessory shall be attached to any electrical outlet that enables more equipment to utilize the outlet than would normally and safely utilize the outlet.

***C. Enforcement of Meeting Rules***

**1. Fines.** The Board of Directors may, in accordance with the fining authority and procedures set forth in the Condominium Act, levy a fine against any person who fails to comply with this Rule.

**2. Legal Action.** The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with this Rule.

**3. Other Remedies.** Nothing in this Rule shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

## II. RULES AND REGULATIONS GOVERNING INSPECTION AND COPYING OF ASSOCIATION RECORDS

WHEREAS, Section 718.111(12)(c) of the Act, provides that the Association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt rules, as contemplated by the above-referenced statute.

NOW THEREFORE, the following rules governing inspection of the Official Records of the Association are adopted:

**A. *Records Defined.*** The Official Records available for inspection and copying are those designated by the Act, as amended from time to time, as the Official Records of the Association, to the extent that the Association is required to maintain such records.

**B. *Records Available.*** No records other than those defined above shall be available for inspection or copying.

**C. *Persons Entitled to Inspect or Copy.*** No Unit Owner, or the Unit Owner's authorized representative, shall have any right to inspect or copy the records of the Association, except as permitted by law. All references to Unit Owner will include a Unit Owner's authorized representative. No other person shall be permitted to inspect or copy the Association records, unless approved by the Board or the President or unless required by law.

**D. *Inspection and Copying.***

1. A Unit Owner desiring to inspect or copy Association records shall submit a written request by hand delivery during regular business hours, regular U.S. Mail or Certified U.S. Mail, Return Receipt Requested, therefore to the Association at the official address of the Association, pursuant to the most recent on-line records of the Florida Secretary of State, Division of Corporations.

Requests by facsimile transmission, electronic mail (e-mail) or other means do not comply with this Rule. Verbal requests do not comply with this Rule. The written request must specify the particular records the Unit Owner desires to inspect or copy, including pertinent dates or time periods. The specification of the particular records must be sufficiently detailed to permit the Association to retrieve the exact records requested.

A Unit Owner's inspection request shall be deemed received as follows. If sent by regular U.S. Mail, five days after the date of post-mark on the letter transmitting the request. If by hand-delivery during regular business hours, the day following the receipt of the hand-delivery. If by U.S. Certified Mail, Return Receipt Requested, the date that the receipt card was signed for by the Association.

2. Inspection or copying of records shall be restricted solely to those records specifically designated in the written request for inspection or copying and shall be conducted solely by the Unit Owner signing the inspection request, or their authorized representative. No inspection or copying of any other records shall be permitted. If more than one Unit Owner desires to inspect the same records, the Association may require that such inspections are conducted at different times. If a Unit Owner has designated an authorized representative, either the Unit Owner or the authorized representative may inspect the records; however, both parties may not inspect the records together. However, this shall not preclude a Unit Owner from inspecting the records with the Unit Owner's representative if such representative is a Certified Public Accountant licensed to practice in Florida, or an Attorney at Law, admitted to practice in Florida.

3. A Unit Owner shall not submit more than one (1) written request for inspection or copying of records per calendar month.

4. Inspections of records shall be conducted at the office where the Association's records are maintained or at such other location as may be designated by the Association. Records must be made available for inspection in the County where the Condominium is located or within forty-five (45) miles of the Condominium. No Unit Owner shall remove original records from the location where the records are inspected. No marks or alterations shall be made on original records.

5. Records shall generally be made available for inspection by the Association on or before the fifth (5<sup>th</sup>) working day subsequent to actual receipt by the Association of the written request for inspection. This time frame may be extended upon request of the Unit Owner or for good cause. In any case, the Association shall always use its best efforts to make records available for inspection by the tenth (10<sup>th</sup>) working day after receipt of the request, and the failure to do so shall create a rebuttable presumption that the Association has violated the provisions of this Rule. The Association may rebut the presumption by obtaining an opinion from legal counsel that the Association has, under the circumstances, attempted to address the Unit Owner's records inspection request in good faith. In addition, this time frame shall be extended in the event the records are so voluminous, or otherwise in such condition as to render this time frame unreasonable. The Association shall notify the Unit Owner by telephone or in writing, that the records are available and the time, date and place for such inspection. Inspection shall be made only during normal Association business hours, or during the normal business hours of the location of inspection if other than the Association office. For the purposes herein, "working day" shall mean Monday through Friday, exclusive of federal, state and local holidays in which the office of the Association is closed. For purposes herein, "normal business hours" shall be the hours the Association office is customarily open, or the hours the location where the records are to be inspected is customarily open, or if there are no customary hours of

operation, then 9:00 A.M. to 12:00 P.M. and 1:00 P.M. to 5:00 P.M., all on a working day. No Unit Owner shall be entitled to inspect records for more than nine (9) hours in any calendar month. At the request of either the Association or the Unit Owner, inspections may be broken up into segments, provided that three (3) inspection visits per calendar month shall be the maximum number of sessions in a calendar month.

6. If, at or subsequent to inspection, a Unit Owner desires to have a copy of a record, the Unit Owner shall designate in a separate writing, which record, or portion thereof, for which a copy is desired, or, in the alternative, shall designate such record by use of a clip or tab upon the page(s) desired. Not more than one (1) copy of each record requested shall be permitted. If the location where the records are being inspected or stored has a copy machine capable of making copies of the records designated, then copies of the records shall be available within two (2) working days subsequent to the designation of such records. If, however, the records to be copied are so voluminous that it is not practicable for them to be copied where they are kept or there is no copy machine at the location where the records are being inspected or stored capable of making copies of the records designated, the Association may send the records out for copying by an outside source, such as a commercial copying company. Copies made by an outside source shall be available as soon as a copying service can pick-up, copy and return the records to the location where the records are being inspected or stored. Photocopies will be available at the place where Official Records are kept. Unit Owners requesting copies must arrange for pick-up of records. The Association shall have no obligation to mail or otherwise deliver copies to any place. As determined by the Manager, the President, the Board, or the person designated by the Association to oversee the inspection of records, in the event the copies of the records are so voluminous, or a copy machine or copy service is not available or too busy, or the records are in such condition or form that copies cannot be made available within the above-stated time periods, then copies will be made available as soon as practical.

7. A Unit Owner shall pay the reasonable expense of copying. In the event the copies are made by the Association, the cost shall not exceed fifty cents (\$.50) per page and absent a Resolution by the Board to the contrary, copies shall be charged at fifty cents (\$.50) per page. If copies are made by outside vendors, actual costs shall be charged to the Unit Owner. Payment in advance for the cost of a copy shall be required. In the event payment is made in form other than cash, cashier's check, money order or certified check, payment shall not be deemed received unless and until payment has cleared. No copy of a record shall be made unless and until payment for the copy is received.

8. Records not normally kept in written form shall be produced for inspection in the form in which they are normally kept. However, if records are kept on computer format, the Association may print such records to paper. The Association shall not be obligated to allow Unit Owners to access the Association's computer system, nor shall it be required to make copies of computer records which may violate copyright laws, licensing laws or agreements, vendor agreements, or which involve proprietary software or computer data. The cost of converting such non-written records to written format, where required, shall be in addition to the cost of copying such records, and the Unit Owner shall pay the reasonable expense of converting such records to written form, which expense shall be the actual cost of making the copy.

9. The Association may comply with its obligation to make Official Records available for inspection by providing them to the Unit Owner by electronic mail, the internet, or making them available in a computerized format readable with customary programs used in computers of consumers. If, however, a Unit Owner provides the Association with written notice that they do not have access to a computer, the Association must supply the records in paper format.

***E. MANNER OF INSPECTION.***

1. For purposes hereof, a Unit Owner and the Unit Owner's authorized representative shall be considered one person. If inspection is requested by any person other than a record Owner of the Unit, said request shall not be recognized by Association unless and until the record Owners of the Unit designate such person, in writing, as their authorized representative or unless such person is an attorney admitted to practice in Florida.

2. All persons inspecting or requesting copies of records shall conduct themselves in a courteous manner, and shall not interfere with the normal operation of the Association office and the duties of their personnel, or the office where the records are otherwise inspected or copied or the duties of their personnel. The Association office, or office of inspection, may assign a staff person or other person to assist in the inspection and all requests for further assistance and copying during inspection shall be directed to that staff person.

***F. Enforcement of Inspection and Copying Rules.***

1. Any violation of these Rules may result in the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply herewith.

2. Any requests for inspection and copying not complying with these Rules need not be honored, but in such cases the Association shall mail or hand-deliver a written response to the person requesting inspection and/or copying and shall indicate how the request fails to comply herewith.

3. The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with these Rules, including the levy of fines.

4. Nothing in these Rules shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

5. The President of the Association, or the Manager (under the direction of the President), shall have the authority to interpret and implement the provisions of this Rule and make decisions and judgments arising hereunder without need for Board approval on a case-by-case basis.

### III. RULES AND REGULATIONS GOVERNING UNIT OWNER INQUIRIES

WHEREAS, Section 718.112(2)(a)2 of the Act, provides that the Association, through its Board of Directors, may adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt a rule, as contemplated by the above-referenced statute, which will protect the Association against the liability affiliated with unintentionally failing to respond to multiple "inquiries" filed by Unit Owners.

NOW THEREFORE, the following Rule is adopted:

1. An "inquiry" is defined as a question, which specifically requests a written response from the Association. Citation to the above-referenced statute is adequate.

2. An inquiry will be deemed received by the Association, on the next business day following the day on which a duly-authorized representative of the Association signed for the certified letter of inquiry to the Association addressed to the President of the Association, or the Association's Registered Agent, pursuant to the most recent on-line records of the Florida Secretary of State, Division of Corporations.

3. All responses of the Association shall be in writing, and shall be deemed effective when deposited in the United States Mail, postage pre-paid, to the address of the Unit Owner, per the Official Records of the Association, or the address contained on the document constituting the inquiry.

4. The Association is only obligated to respond to one written inquiry per Unit owned in any given 30-day period. The Association shall respond to each pending inquiry, as required by law. A Unit Owner's submission of more than one inquiry per Unit owned during a thirty (30) day period, or the inclusion of more than one inquiry in a single piece of correspondence, shall result in the Association only responding to the first inquiry received. In such a case, any additional inquiry or inquiries will be responded to in the subsequent thirty (30) day period, or periods, as applicable.

5. Unit Owners shall not be permitted to file more than one inquiry with the Association with respect to the same matter. If the Unit Owner is dissatisfied with the Association's substantive response, or disagrees with the response, that fact will not be sufficient to obligate the Association to engage in ongoing debate with the Unit Owner regarding the issue as to which a substantive answer has been given.

6. Should any Unit Owner inquiry involve privileges pertaining to pending or potential litigation, matters subject to the attorney-client or work product privilege, or matters which involve any other legally cognizable privilege, the Association shall not be obligated to provide a substantive response to the Unit Owner if such would result in a waiver or violation of any privilege.



7. Any violation of this Rule shall be deemed a violation of a rule of the Association, and shall subject the Unit Owner to all remedies provided by Florida Law and the governing documents with respect to same, including the levy of fines.

**IV. RULES AND REGULATIONS ESTABLISHING ASSOCIATION FEE SCHEDULE**

The following is a schedule of fees charges by the Association, which may be modified by the Board of Directors from time to time, but which shall in no event exceed the maximum permissible by law. The entitlement to receipt of these fees may be allocated between the Association and a Community Association Management Firm or other third party as provided in a written agreement. Attorney’s fees incurred by the Association with respect to the issues for which fees are levied may be passed on to Unit Owners or other third parties, if permitted by law, and shall be in addition to the Association’s fees.

1. **Estoppel Letters:**

Pursuant to Section 718.116(8) of the Act, this Rule constitutes the Board’s Resolution to charge a fee of \$250.00 for accounts which are current and \$400.00 for accounts which are delinquent.

2. **Mortgagee/Lender Questionnaires:**

The Association is not obligated to complete these forms and reserves the right to decline to do so in any instance. If a mortgagee/lender questionnaire is prepared, the fee is \$150.00, per form, plus legal fees incurred by the Association necessary to assist in preparation of the form.

3. **Transfer Approvals:**

<u>Type</u>	<u>Amount</u>
Title Transfer Approval.....	\$100.00

4. **Miscellaneous:**

<u>Type</u>	<u>Amount</u>
Photocopying of Association’s Official Records Kept in Paper Form.....	\$.50 (fifty cents) per page
Copying of other Official Records.....	Actual Cost to Association

**RULE V. RULES AND REGULATIONS AUTHORIZING USE OF ELECTRONIC NOTICE FOR ASSOCIATION MEETINGS**

WHEREAS, Section 718.112(2)(d)6 of the Florida Statutes, provides:

... If authorized by the bylaws, notice of meetings of the board of administration, unit owner meetings, except unit owner meetings called to recall board members under paragraph (j), and committee meetings may be given by electronic transmission to unit owners who consent to receive notice by electronic transmission.

WHEREAS, the Board of Directors has determined it to be in the best interest of the Association to permit the use of electronic notice for Association meetings; and

WHEREAS, the Amended and Restated Bylaws adopted by the Association properly permit the use of electronic notice.

NOW THEREFORE, it is resolved as follows:

1. The Association shall permit Unit Owners who desire to do so to utilize electronic notice in conformance with the above-quoted statute, as amended from time to time.
2. The Board may determine in the future that utilizing electronic notice is not in the best interest of the Association and may discontinue doing so by proper motion or resolution.
3. The Association hereby adopts the following forms necessary to effectuate the intent of the statute:
  - Attached as **Exhibit "A"** is the Consent to Receive Electronic Notice of Meetings, which Unit Owners must file with the Association in order to be entitled to received notices by electronic transmission
  - Attached as **Exhibit "B"** is the Notice of Change of Electronic Mail Address, which Unit Owners may use to change their e-mail address, and
  - Attached as **Exhibit "C"** is the Revocation of Consent to Receive Electronic Notice, which Unit Owners may use to revoke their consent to receive notices by electronic transmission.

The attached forms should be signed by all record Owners of the Unit. If at least one record Owner signs the form, the Association may, but shall not be obligated to, recognize the authority of that Unit Owner to consent to receipt of official Association notices by electronic transmission.

**CONSENT TO RECEIVE ELECTRONIC NOTICE OF MEETINGS**

The undersigned, being all the owners of Unit No. \_\_\_\_\_, in *Page Field Commercial Park, a Condominium*, pursuant to Florida Statutes, Section 718.112(2)(d)(5), hereby consent in writing to receiving notice by electronic transmission for meetings of the Board of Directors, Committees, and Annual and Special Meetings of the Members of *Page Field Commercial Park Condominium Association, Inc.*

The undersigned further designate the following electronic mail address for such purposes: \_\_\_\_\_ . The undersigned understands that mailed/paper notice will not be provided to the Unit Owners unless the Unit Owners have rescinded their consent to receive electronic notice of meetings, by written notice .

All Owners of the Unit Please Print Name, Affix Date and Sign Below:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTICE OF CHANGE OF ELECTRONIC MAIL ADDRESS**

The undersigned, being all the owners of Unit No. \_\_\_\_\_, in *Page Field Commercial Park, a Condominium*, have previously consented to receiving notice for meetings of the Board of Directors, Committees, and Annual and Special Meetings of the Members of *Page Field Commercial Park Condominium Association, Inc.*, by electronic transmission. The email address on file with the Association is: \_\_\_\_\_.

The undersigned would like to change the electronic mail address to which those notices may be sent. Accordingly, the following electronic mail address should now be used for such purposes: \_\_\_\_\_.

All Owners of the Unit Please Print Name, Affix Date and Sign Below:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**REVOCAION OF CONSENT TO RECEIVE ELECTRONIC NOTICE**

The undersigned, being all the owners of Unit No. \_\_\_\_\_, in *Page Field Commercial Park, a Condominium*, have previously consented to receiving notice for meetings of the Board of Directors, Committees, and Annual and Special Meetings of the Members of *Page Field Commercial Park Condominium Association, Inc.*, by electronic transmission.

The undersigned hereby revokes that consent and requests that all future notices be sent in paper format.

All Owners of the Unit Please Print Name, Affix Date and Sign Below:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**VI. RULES AND REGULATIONS ESTABLISHING  
ASSESSMENT COLLECTION POLICY**

WHEREAS, Page Field Commercial Park Condominium Association, Inc. (hereinafter referred to as "Association") desires to adopt a policy regarding the collection of Assessments; and

NOW THEREFORE, the Board of Directors of the Association hereby establishes the following assessment collection policy. All capitalized terms shall be given their meaning as described in the Condominium Documents or the Act, as those terms are defined later herein, or the definitions ascribed to said terms in this Policy:

1. Article 10 of the Amended and Restated Declaration of Condominium states in pertinent part:

**10. ASSESSMENTS AND CHARGES.** Assessments against Owners shall be made by the Board of Directors of the Association, in the manner provided in the Bylaws and as follows, and shall be borne by the Unit Owners on the basis set forth in Article 6 and elsewhere in these Condominium Documents.

**10.1 Liability for Assessments and Charges.** A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale or by deed in lieu of foreclosure, shall be liable for all Assessments and Charges coming due while he/she is the Unit Owner. Except as provided in Article 10.5, 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.

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

**10.3 Notice of Intention to Foreclose Lien.** 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 or foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this sub-section are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

**10.4 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, 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.

**10.5 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.

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

**10.7 Certificate of Unpaid Assessments.** Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments against him/her with respect to his/her Unit. The Association, its agents, and counsel shall be entitled to charge a fee for preparing such information, in amounts established by the Board, or in a management agreement between the Association and a Community Association Management Firm, or based on reasonable and customary fees charged by legal counsel.

**10.8 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.

**10.9 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; and acceleration.

2. The following provisions of the Act, address rights and remedies of the Association in connection with delinquent Assessments as follows:



(a) Section 718.112(2)(d)2 of the Act provides that a person who is 90 days delinquent in the payment of any monetary obligation is not eligible for Board membership.

(b) Section 718.112(2)(g) of the Act permits the acceleration of Assessments of an owner delinquent in the payment of Common Expenses. Accelerated Assessments shall be due and payable on the date the claim of lien is filed. Such accelerated Assessments shall include the amounts due for the remainder of the budget year in which the claim of year is filed.

(c) Section 718.112(2)(n) of the Act provides that a Director or Officer more than 90 days delinquent in the payment of any monetary obligation shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.

(d) Section 718.116(6)(c) of the Act provides that if a Unit Owner remains in possession of a Unit after a foreclosure judgment has been entered, the Court, in its discretion, may require the Unit Owner to pay reasonable rental for the Unit. This provision of the Act further provides that if the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to appointment of a receiver to collect the rent.

(e) Section 718.121 of the Act provides that no lien may be filed by the Association until thirty days after the date on which a notice of intent to file a lien has been delivered to the Owner by registered or certified mail, return receipt requested, and by first-class United States mail to the Owner at his or her last address as reflected in the records of the Association, if the address is within the United States, and delivered to the Owner at the address of the Unit if the Owner's address is reflected in the records of the Association is not the Unit address. If the address reflected in the records is outside the United States, sending the notice to that address and to the Unit address by first-class United States mail is sufficient. Delivery of the notice (hereinafter "Statutory First Notice") is deemed given upon mailing as required by the Act.

(f) Section 718.303(3) of the Act provides that if any Unit Owner is more than 90 days delinquent in the payment of any monetary obligation to the Association, the Association may suspend the right of the Unit Owner, or a Unit's occupant, licensee or invitee to use common elements, common facilities or any other Association property until the monetary obligation is paid.

(g) Section 718.303(5) of the Act provides that the Association may suspend the voting rights of any Unit Owner if such Unit Owner becomes more than 90 days delinquent in the payment of any monetary obligation to the Association. Such suspension shall end upon full payment of all obligations currently due or overdue the Association.

3. References to "Assessments" herein shall refer to Annual Assessments which are payable monthly or quarterly, as specified by the Board, and due on the first day of each month

or quarter, as applicable (hereinafter the "Assessment Due Date") and Special Assessments which are due on the date specified by the Board in the notice of the assessment given pursuant to Section 718.116(10) of the Act ("Special Assessment Due Date"). The Assessment Due Date and Special Assessment Due Date shall collectively be referred to as the Due Date. All Assessments or Charges not paid within thirty (30) days after the Due Date shall be considered delinquent.

4. A monetary obligation as that term is used herein shall include any regular Assessment, Special Assessment, Fine, or Charge authorized by the Declaration, the Bylaws of the Association or the Act.

5. If payment of an Assessment in full has not been received by the Association, at such location as the Association may specify from time to time, within thirty (30) days of the Due Date, the Association (either itself, or through its agent) will add a late fee of five percent (5%) of the installment due, or \$25.00, whichever is greater. Interest at 18% per annum shall also be added, retroactive to the due date.

6. Once any Assessment is thirty (30) days past the Due Date, the Association will turn the matter over to its attorney, who in turn will send a Statutory First Notice. Delinquency for the purposes of this Policy shall be measured from the Due Date, without regard to the ten day "grace period" provided in Paragraph 3. Owners shall be responsible for all applicable late fees and interest as referenced above, as well as all reasonable expenses of collections and costs and attorney's fees affiliated with the statutory First Notice.

7. Once any Assessment is sixty (60) days past the Due Date, or the payment deadline from the attorney's Statutory First Notice has lapsed, whichever is later, the Association's attorney shall record a claim of lien and provide the Unit Owner with notice of intention to foreclose a lien, as required by the Act, in order to collect the outstanding amounts owed, including but not limited to the amount of the delinquent Assessment(s), interest, late fees, attorney's fees and costs, reasonable collection expenses and any amounts that have been accelerated. The President of the Association, or the Manager, shall have the authority to instruct counsel to also accelerate remaining assessments for the fiscal year, if after consultation with legal counsel, the President or Manager believes that acceleration is in the best interest of the Association, which may be considered on case-by-case basis. Such claim of lien shall also secure, including but not limited to, all unpaid Assessments, attorney's fees, interest, late fees and costs and reasonable expenses of collection which are due or may become due subsequent to the date the claim of lien is recorded. The Association's attorney will also send a notice advising the Owner that a foreclosure action will be commenced unless the entire amount indicated on the claim of lien, as well as any sums that have accrued since the date of the claim of lien, are paid within thirty (30) days from the date of the notice.

8. Pursuant to Article 15.4.3 of the Amended and Restated Declaration of Condominium, the Association may withhold approval for transfer of a Unit until all past-due Assessments (including late fees, interest, cost, reasonable collection expenses, and attorney's fees) have been paid.

9. Any person who is delinquent in the payment of any monetary obligation to the Association by more than 90 days is not eligible to sit on the Board of Directors. If such an individual has submitted a Notice of Intent to run for the Board, their name shall not be included on the Annual Meeting Ballot where such individual is delinquent on the date of the deadline for submitting a Notice of Intent to run. However, if such individual remains delinquent at the time of the election, votes cast for such individual shall not be counted and the next highest vote recipient shall be seated, as applicable. Further, such individual shall not be eligible for appointment to the Board, in the event of no election.

10. Should any person become more than 90 days delinquent in the payment of any monetary obligation to the Association, the Board of Directors shall consider the suspension of such Unit Owners, or Unit occupant, invitee, or licensee's, use rights of the Common Elements and Association Property and voting rights at a regularly scheduled Board meeting or a special meeting of the Board. In the event that such suspension is imposed at said meeting, the Association shall notify the Owner, and if applicable, the Unit's occupant, licensee or invitee of such suspension by mail or hand delivery. Such suspension shall continue until all outstanding monetary obligations are brought current. Use rights in all Common Elements and Association Property shall be included in such suspension, including without limitation, all amenities, recreational or social facilities, and use of any beach area that is part of the Common Property, but excluding Limited Common Elements intended to be used only by that Unit, Common Elements need to access the Unit, utility services provided to the Unit, parking spaces, or elevators.

11. The Unit Owners whose voting rights have been suspended by this Resolution shall be subtracted from the quorum and voting requirements of any votes taken during such suspensions to the extent permitted by the Act, the Declaration or the Association's Bylaws.

12. It is the intent of the Board that this collections policy be adhered to as closely as possible. However, any deviation from or waiver of this Policy will not affect the collections process and cannot be raised as a defense by a delinquent Unit Owner in any collections proceeding. Further, the Board shall have the authority to deviate from or waive the provisions of this Policy, when in the opinion of the Board of Directors, the best interests of the Association are served by such waiver or deviation, including but not limited to situations where substantial hardship or excusable neglect by the Unit Owner has been shown. The waiver or deviation of the provisions of this Policy in one instance shall not require waiver or deviation in any other instance.

13. The President of the Association or the Manager of the Association shall have the authority to implement this Policy, without need for specific approval of the Board, except that the suspension of use rights provided for in Paragraph 10 and the waivers provided for in Paragraph 12 shall be considered by the Board.

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