



15008 Punta Rassa Road  
Fort Myers, FL 33908  
Phone: (239) 466-9148 Fax: (239) 466-9331

Web: [www.puntarassa.org](http://www.puntarassa.org) – E-mail: [prca008@gmail.com](mailto:prca008@gmail.com)

August, 2022

Dear new Owner(s),

As the Association Manager of Punta Rassa, I would like to personally welcome you to the community.

If you are a first-time condominium owner, we would like to point out that your closest neighbor is only eight (8) inches away. Condominium living is 180 degree turn around from residential living.

We have a mixture of residents from different parts of the country, some are full-time and some are seasonal. The easiest way to meet your neighbors is to attend various function that are put together by the associations Activities Committee as well as enjoying the pool and gazebo area. The notices for events are emails to residents as well as posted in the building elevators and on the association website calendar.

The Association Declaration for the Condos should have been given to you at Closing. Let us know if you did not receive it, and one will be sent to you. The Declaration governs what you can and cannot do with your unit, and ultimately gives you the parameters of living in a Community with others.

Attached please find a set of the Rules and Regulations which governs the Association. If you have any questions, we are here to help you. Please stop by the Administrative office (located just past the pool), or email us at [prca008@gmail.com](mailto:prca008@gmail.com).

Respectfully,

James J. Walker, PCAM, CGC, AMS  
Association Manager

**Board Members**

*President: Linda Lacy      Director: Jim Simantel*  
*Vice President: Rick Prosser      Director: Russ Crawford*  
*Treasurer: Joe Faulhaber      Director: Bob Bernloehr*  
*Secretary: Lisa Longo*

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**COMBINED AMENDED AND RESTATED**

**DECLARATION OF CONDOMINIUM**

**OF**

**PUNTA RASSA CONDOMINIUM PHASE ONE  
PUNTA RASSA CONDOMINIUM PHASE TWO  
PUNTA RASSA CONDOMINIUM PHASE THREE  
PUNTA RASSA CONDOMINIUM PHASE FOUR**

**SUBSTANTIAL REWORDING OF DECLARATIONS OF CONDOMINIUM-SEE  
CURRENT DECLARATIONS OF CONDOMINIUM FOR CURRENT TEXT**

**RECITALS:**

These four condominiums were established by Declarations dated and recorded in the Lee County Public Records as follows:

Punta Rassa Condominium Phase One was created by the Declaration of Condominium recorded at O.R. Book 1419, Pages 1012 et seq., of the Public Records of Lee County Florida. The following is a description of a parcel of Land lying in Section 9, Township 46 South, Range 23 E, Punta Rassa Condominium (Phase One):

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, AND BEING A PART OF GOVERNMENT LOT 3 IN SECTION 9, TOWNSHIP 46 SOUTH, RANGE 23 EAST AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

STARTING AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3; THENCE WESTERLY ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3 A DISTANCE OF 1145.0 FEET; THENCE S 0° 15' 18" W A DISTANCE OF 1024.51 FEET; THENCE N 89° 46' 50" W A DISTANCE OF 86.35 FEET TO THE PRINCIPAL PLACE OF BEGINNING; THENCE CONTINUE N 89° 46' 50" W A DISTANCE OF 78.65 FEET; THENCE N 68° 46' 00" W A DISTANCE OF 229.42 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF A COUNTY MAINTAINED ROAD; THENCE N 0° 37' 58" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 13.28 FEET; THENCE N 15° 02' 02" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 52.79 FEET; THENCE N 59° 06' 29" E A DISTANCE OF 57.00 FEET; THENCE S 71° 43' 25" E A DISTANCE OF 270.88 FEET; THENCE S 0° 13' 10" W A DISTANCE OF 91.00 FEET TO THE PRINCIPAL PLACE OF BEGINNING.

SAID PARCEL CONTAINS 0.73 ACRES MORE OR LESS.

Punta Rassa Condominium Phase Two was created by the Declaration of Condominium recorded at O.R. Book 1483, Pages 599 et seq., of the Public Records of Lee County, Florida. The following is a description of a parcel of Land lying in Section 9, Township 46 S, Range 23 E, Punta Rassa Condominium (Amended Legal Description for Phase Two):

Amended and Restated Declaration of Condominium  
Punta Rassa Condominium Association  
15008 Punta Rassa Road, Fort Myers, Florida 33908  
Telephone: (239) 466-9148

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, AND BEING A PART OF GOVERNMENT LOT 3 IN SECTION 9, TOWNSHIP 46 SOUTH, RANGE 23 EAST AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

STARTING AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3; THENCE WESTERLY ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3 A DISTANCE OF 1145.0 FEET; THENCE S 0° 15' 18" W A DISTANCE OF 737.33 FEET; THENCE N 89° 46' 50" W A DISTANCE OF 467.49 FEET THENCE S 3° 46' 52" W A DISTANCE OF 78.68 FEET; THENCE S 54° 30' 05" W A DISTANCE OF 53.39 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE N 54° 30' 05" E A DISTANCE OF 53.39 FEET; THENCE N 3° 46' 52" E A DISTANCE OF 78.68 FEET; THENCE N 21° 25' 22" E A DISTANCE OF 46.83 FEET; THENCE N 0° 08' 16" E A DISTANCE OF 20.84 FEET; THENCE N 62° 26' 02" W A DISTANCE OF 76.63 FEET; THENCE S 89° 50' 06" W A DISTANCE OF 23 FEET MORE OR LESS TO AN INTERSECTION WITH A LINE THAT IS 7.0 FEET EASTERLY OF AND PARALLEL TO A WOODEN SEAWALL AND THE WATERS OF SAN CARLOS BAY; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 210 FEET MORE OR LESS TO AN INTERSECTION WITH A LINE THAT BEARS N 73° 25' 21" W FROM THE PRINCIPAL PLACE OF BEGINNING; THENCE S 73° 25' 21" E ALONG SAID LINE A DISTANCE OF 150 FEET MORE OR LESS TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.57 ACRES MORE OR LESS.

Punta Rassa Condominium Phase Three was created by the Declaration of Condominium recorded at O.R. Book 1571, Pages 559 et seq., of the Public Records of Lee County, Florida. The following is a description of a parcel of Land lying in Section 9, Township 46 S, Range 23 E, Punta Rassa Condominium (Phase Three):

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, AND BEING A PART OF GOVERNMENT LOT 3 IN SECTION 9, TOWNSHIP 46 SOUTH, RANGE 23 EAST AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

STARTING AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3; THENCE WESTERLY ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3 A DISTANCE OF 1145.0 FEET; THENCE S 0° 15' 18" W A DISTANCE OF 737.33 FEET; THENCE N 89° 46' 50" W A DISTANCE OF 467.49 FEET THENCE S 3° 46' 52" W A DISTANCE OF 78.68 FEET TO THE PRINCIPAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE S 41° 58' 05" E A DISTANCE OF 94.44 FEET; THENCE S 15° 02' 02" E ALONG THE WESTERLY LIEN OF A ROADWAY EASEMENT (26.00 FEET WIDE) A DISTANCE OF 48.21 FEET; THENCE S 00° 37' 58" W ALONG SAID EASEMENT LINE A DISTANCE OF 79.31 FEET; THENCE S 56° 47' 23" W A DISTANCE OF 79.00 FEET TO AN INTERSECTION WITH A LINE THAT IS 7.0 FEET NORTHEASTERLY OF AND PARALLEL TO A WOODEN SEAWALL AND THE WATERS OF SAN CARLOS BAY; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 325 FEET MORE OR LESS TO AN INTERSECTION WITH A LINE THAT BEARS N 73° 25' 21" W; THENCE S 73° 25' 21" E ALONG SAID LINE A DISTANCE OF 150 FEET MORE OR LESS; THENCE N 54° 30' 05" E A DISTANCE OF 53.39 FEET TO THE PRINCIPAL PLACE OF BEGINNING. SAID PARCEL CONTAINS 0.73 ACRES MORE OR LESS.

Amended and Restated Declaration of Condominium  
Punta Rassa Condominium Association  
15008 Punta Rassa Road, Fort Myers, Florida 33908  
Telephone: (239) 466-9148

Punta Rassa Condominium Phase Four was created by the Declaration of Condominium recorded at O.R. Book 1746, Pages 3557 et seq., of the Public Records of Lee County, Florida. The following is a description of a parcel of Land lying in Section 9, Township 46 S, Range 23 E, Punta Rassa Condominium (Phase Four):

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, BEING PART OF GOVERNMENT LOT 3, SECTION 9 TOWNSHIP 46 SOUTH, RANGE 23 EAST, AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

STARTING AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3 FOR 1145.00 FEET; THENCE S 0°15'18" W FOR 737.33 FEET; THENCE N 89°46'50" W FOR 476.49 FEET; THENCE N 21°25'22" E FOR 46.83 FEET; THENCE N 00°08'16" E FOR 20.84 FEET TO THE PRINCIPAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE N 62°26'02" W FOR 76.63 FEET; THENCE N 21°31'10" E ALONG A LINE 7 FEET MORE OR LESS LANDWARD OF AND PARALLEL TO AN EXISTING CONCRETE SEAWALL FOR 185.86 FEET; THENCE N 83°57'10" E ALONG SAID PARALLEL LINE FOR 38.86 FEET; THENCE S 42°52'39" E ALONG SAID PARALLEL LINE FOR 19.19 FEET; THENCE S 01°20'16" W ALONG SAID PARALLEL LINE FOR 38.76 FEET; THENCE S 83°16'57" E ALONG SAID PARALLEL LINE FOR 101.03 FEET; THENCE S 01°03'11" W ALONG SAID PARALLEL LINE FOR 66.69 FEET; THENCE S 87°49'24" E ALONG SAID PARALLEL LINE FOR 14.99 FEET; THENCE S 04°59'55" W ALONG SAID PARALLEL LINE FOR 24.00 FEET; THENCE S 70°49'55" W FOR 172.61 FEET TO THE PRINCIPAL PLACE OF BEGINNING.

SAID PARCEL CONTAINS 0.68 ACRES MORE OR LESS

Said Declarations were subsequently amended as follows:

Amendment recorded at O.R. Book 1506, Pages 357 et seq., of the Public Records of Lee County, Florida, relevant to Phase Two only (Legal Description).

Amendment recorded at O.R. Book 1585, Pages 1955 et seq., of the Public Records of Lee County, Florida, relevant to Phase Three only.

Amendment recorded at O.R. Book 1815, Pages 2743 et seq., of the Public Records of Lee County, Florida, relevant to Phase Two only.

Amendment recorded at O.R. Book 1870, Pages 2136 et seq., of the Public Records of Lee County, Florida, relevant to Phases One, Two, Three and Four.

Amendment recorded at O.R. Book 1894, Pages 3071 et seq., of the Public Records of Lee County, Florida, relevant to Phases One, Two, Three and Four.

Amendment recorded at O.R. Book 1920, Pages 1575 et seq., of the Public Records of Lee County, Florida, relevant to Phases One, Two, Three and Four.

Amended and Restated Declaration of Condominium  
Punta Rassa Condominium Association  
15008 Punta Rassa Road, Fort Myers, Florida 33908  
Telephone: (239) 466-9148

Amendment recorded at O.R. Book 1959, Pages 1508 et seq., of the Public Records of Lee County, Florida, relevant to Phase Four only.

Amendment recorded at O.R. Book 1968, Pages 4359 et seq., of the Public Records of Lee County, Florida, relevant to Phases One, Two, Three and Four.

Amendment recorded at O.R. Book 2060, Pages 4052 et seq., of the Public Records of Lee County, Florida, relevant to the Bylaws.

Amendment recorded at O.R. Book 2138, Pages 2873 et seq., of the Public Records of Lee County, Florida, relevant to the Bylaws.

Amendment recorded at O.R. Book 2213, Pages 1310 et seq., of the Public Records of Lee County, Florida, relevant to Phases One, Two, Three and Four.

Amendment recorded at O.R. Book 2379, Pages 3914 et seq., of the Public Records of Lee County, Florida, relevant to Phases One, Two, Three and Four.

Amendment recorded at O.R. Book 2629, Pages 2730 et seq., of the Public Records of Lee County, Florida, relevant to the Bylaws.

Amendment recorded at O.R. Book 2854, Pages 0675 et seq., of the Public Records of Lee County, Florida, relevant to Phases One, Two, Three and Four.

Amendment recorded at O.R. Book 3059, Pages 1798 et seq., of the Public Records of Lee County, Florida, relevant to Phases One, Two, Three and Four.

Amendment recorded at O.R. Book 3432, Pages 4562 et seq., of the Public Records of Lee County, Florida, relevant to the Bylaws.

Amendment recorded at Instrument Number 2009000326932 of the Public Records of Lee County, Florida, relevant to Phase One.

Amendment recorded at Instrument Number 2011000010458 of the Public Records of Lee County, Florida, relevant to Phases One, Two, Three and Four.

Amendment recorded at Instrument Number 2011000199733 of the Public Records of Lee County, Florida, relevant to Phases One, Two, Three and Four.

Amendment recorded at Instrument Number 2012000248044 of the Public Records of Lee County, Florida, relevant to Phases One, Two, Three and Four.

Amendment recorded at Instrument Number 2016000216157 of the Public Records of Lee County, Florida, relevant to Phase One.

Amendment recorded at Instrument Number 2016000216158 of the Public Records of Lee County, Florida, relevant to Phase Two.

Amendment recorded at Instrument Number 2016000216159 of the Public Records of Lee County, Florida, relevant to Phase Three.

Amendment recorded at Instrument Number 2016000216160 of the Public Records of Lee County, Florida, relevant to Phase Four.

Amendment recorded at Instrument Number 2018000053937 of the Public Records of Lee County, Florida, relevant to Phases One, Two, Three and Four.

Amendment recorded at Instrument Number 2021000188229 of the Public Records of Lee County, Florida, relevant to Phases One, Two, Three and Four.

Submission of the lands to the condominium form of ownership by those documents and easements therein or otherwise created remain effective as do the legal descriptions, condominium plot plans and amendments thereto. This combined Declaration does not merge the condominiums. Except as to the provisions noted, this Declaration supersedes and replaces the originals. The original Declarations, as amended heretofore, hereby, and hereafter to remain in effect for the purpose of legally describing the individual Condominium Parcels within the Condominiums operated by this Association, and for any other purpose necessary or appropriate by law.



By adoption of this Amended, Restated and Combined Declaration of Condominium, the Association members hereby adopt certain amendments to the original Declarations of Condominium, as subsequently amended, and hereby restate the Declaration of Condominium and their Exhibits in their entirety. By adoption of this Amended, Restated and Combined Declaration of Condominium, the members of the Association ratify governance under the condominium form of ownership and the provisions of Chapter 718, Florida Statutes (2010), as amended from time to time.

The names of the condominiums are Punta Rassa Condominium, Phase One; Punta Rassa Condominium, Phase Two; Punta Rassa Condominium, Phase Three; Punta Rassa Condominium, Phase Four.

Phase One contains 32 units, Phase Two contains 36 units, Phase Three contains 54 units, Phase Four contains 72 units for a total of 194 units.

**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 of the Florida Statutes) as it now exists or as may be amended from time to time including the definitions therein contained.

**1.2. "Apartment"** has the same meaning as the term "Unit" as defined in the Condominium Act.

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

**1.4. "Articles"** means Articles of Incorporation as attached hereto as Exhibit "B".

**1.5. "Assessment"** means a share of the funds required for the payment of common expenses, which from time to time is assessed against the Unit Owner, and such additional sums which may be assessed directly against the Unit.

**1.6. "Association"** means PUNTA RASSA CONDOMINIUM ASSOCIATION, INC., a Florida Corporation Not for Profit, the entity responsible for the operation of Phase One, Phase Two, Phase Three and Phase Four Condominium.

**1.7. "Association Property"** means all real property, owned or leased by the Association for the use and benefit of the unit owners. Association Property is described in Exhibit "A-1" hereto.

**1.8. “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.” Each Director must be a Unit Owner, or Primary Occupant, the settler, or grantor, or beneficiary of a trust described in Section 733.707, Florida Statutes (2010), which owns a Unit, or the spouse of such party, a beneficiary as defined in Section 737.303(4)(b) Florida Statutes, (2010) of a trust which owns a Unit, provided said beneficiary occupies the unit, or the spouse of such party.

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

**1.10. “Charge”** means any legal or equitable indebtedness to the Association incurred by, or on behalf of, a unit owner, other than assessments for Common Expenses. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Condominium Documents.

**1.11. “Common Elements”** mean and include:

**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.

**1.12. “Common Expenses of the Association”** means those expenses for which all unit owners are liable to the Association, including, but not limited to, expenses of administration and operation of the Association and such other expenses as may be declared Common Expenses of the Association either by this Declaration, the Articles of Incorporation, the By-Laws or by the Board of Directors. Maintenance and repair of all Association Property is a Common Expense of the Association. Common Expenses of the Association include, but are not limited to, such items as cost of premiums for public liability insurance, pool service, accounting and legal fees, and wages and fees for managerial and other services. The Expenses of bulk cable television and bulk interior pest control are specifically considered a Common Expense of the Association, if determined by the Board. Common Expenses of the Association also include reasonable insurance for directors and officers, commonly used road maintenance and operation expenses, security services and other expenses which are reasonably related to the general benefit of the unit owners of the several condominiums even if such expenses do not attach to the property or the condominiums of the Association.

Common Expenses of the Association shall be shared 32/194 by Phase One owners, 36/194 by Phase Two owners, 54/194 by Phase Three owners, 72/194 by Phase Four owners. Determining all allocation of the Common Expenses of the Association as opposed to Common Expenses of the Condominium shall be in the sole discretion of the Board of Directors of the Association.

**1.13. “Common Expenses of the Condominium”** means those expenses for which Unit Owners in the individual condominiums are liable to the Association. Expenses pertaining to the maintenance, repair, and replacement of the Common Elements of the Individual Condominiums is Common Expense of the Condominium. By way of example, but not limitation, building painting, roof repair, exterior ground maintenance, and casualty insurance are Common Expenses of the Condominium. Determining the allocation of Common Expenses of the Condominium as opposed to Common Expenses of the Association shall be in the sole discretion of the Board of Directors of the Association. When the Association receives a single billing for an item that is declared a Common Expense of the Condominium (e.g. lawn maintenance, casualty insurance, etc.) the Board may allocate segments of said invoices to the individual Condominium as the Board in its sole discretion deems fair and equitable. Common Expenses of the Condominium shall be shared by Phase One Unit Owners on a 1/32 basis: by Phase Two Owners on 1/36 basis: by Phase Three Owners on a 1/54 basis: and by Phase Four Owners on a 1/72 basis, Reserves required by the Act and the Condominium Documents are a Common Expense of the Condominium.

**1.14. “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.

**1.15. “Condominium Documents”** means this Declaration; the surveyor’s Plats copies of which are attached hereto as Exhibit “A”; Articles of Incorporation of Punta Rassa Condominium Association, Inc. attached as Exhibit “B”; By-Laws attached hereto as Exhibit “C”; Rules and Regulations attached as Exhibit “D”.

**1.16. “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.

**1.17. “Condominium Property”** means the land and personal property that are subjected to condominium ownership under this Declaration, all improvements on the land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

**1.18. “County”** means the County of Lee, State of Florida.

**1.19. “Declaration” or “Declaration of Condominium”** means this instrument, and as it may be amended from time to time.

**1.20. “Family” or “Single Family”** shall refer to any one of the following:

**1.20.1** One natural person, his spouse, if any, and their custodial children, if any.

**1.20.2** Not more than two natural persons not meeting the requirement of 1.20.1 above, but who customarily reside together as a single housekeeping unit, and the custodial children of said parties, if any.

The reference to “natural” herein is intended to distinguish between any individual, between an individual and a corporation or other artificial entity.

**1.21. “Fixtures”** means those items of tangible personal property which by being physically annexed or constructively affixed to the unit have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

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

**1.23. “Lease”** means the grant by a unit owner of a right to use of the owner’s unit for valuable consideration.

**1.24. “Limited Common Elements”** shall include property which is reserved for the use of a certain unit to the exclusion of other units as reflected on the condominium plat or in this Declaration. Limited common elements shall also include the respective housed air conditioning compressors, coils, fans, etc. and the portions of condensation lines located on the roof serving each unit and storage areas, all of which have been assigned to a unit by the developer or by the Association. 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 (e.g. air conditioning compressors) shall serve to define the area as a limited common element.

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

**1.26. “Rules and Regulations”** means those rules and regulations promulgated by the Board of Directors, governing the use, occupancy, alteration, maintenance, transfer and appearance of units, common elements and limited common elements, subject to any limits set forth in the Declaration of Condominium. The Rules and Regulations are attached as Exhibit “D” hereto. Amendments to the Rules and Regulations need not (but may) be recorded in the Public Records of the County.

**1.27. “Unit”** means a part of the condominium property subject to exclusive ownership.

**1.28. “Unit Owner” or Owner of Unit”** means the owner of a condominium parcel.

**1.29. "Voting Interests of the Association"** means and refers to the arrangement established in the Condominium Documents by which the Owners of each unit collectively are entitled to one vote in the Association matters. There are 194 unit, so the total number of Voting Interests of the Association is 194. Matters affecting the entire Association (all Condominiums), as determined by the Board of Directors, shall be decided by the Voting Interests of the Association. By way of example, but no limitation, the election of Directors, the recall of Directors, the waiver of financial reporting requirements, alterations of Association Property, certain alterations of Common Elements, certain amendments to the Declaration of Condominium, amendments to the Articles of Incorporation, and amendments to the By-Laws, are decided by the Voting Interests of the Association. Determining whether a voting item involves the Voting Interests of the Association as opposed to the Voting Interests of the Condominium, shall be determined in the sole discretion of the Board of the Association.

**1.30. "Voting Interests of the Condominium"** means those voting items which are to be considered for vote by the Unit Owners in individual Condominiums in accordance with the Class Quorum and Voting procedures specified in Article 2.11 of the By-Laws. By way of example, but not limitation, certain material alterations of Common Elements, certain amendments to the Declaration of Condominium, and the waiver or reduction of reverse funding shall be based upon the Voting Interests of the Condominium, as opposed to Voting Interests of the Association shall be determined in the sole discretion of the Board of Directors of the Association.

**2. STATEMENT OF CONDOMINIUM DECLARATION.** Punta Rassa Group, Inc. and the Punta Rassa Recreational Areas, Inc., Florida Corporations submitted the property described in Exhibit "A" hereto and as described above to condominium ownership in accordance with Florida Statutes.

**3. CONDOMINIUM NAMES.** The names by which these condominiums are identified are 'Punta Rassa Condominium, Phase One'; "Punta Rassa Condominium, Phase Two"; "Punta Rassa Condominium, Phase Three"; and "Punta Rassa Condominium, Phase Four".

**4. UNIT IDENTIFICATION.** The identification of each unit shall be by number and shall be as indicated of the Surveyor's Plat, Exhibit "A". as this Combined, Amended and Restated Declaration of Condominium does not create a new condominium, nor merge the four condominiums operated by the Association, all conveyances of Condominium Parcels shall contain legal descriptions based upon the originally recorded Declarations of Condominium, as specified in the Recitals hereof, and as some have been subsequently amended, including amendments contained in this Combined, Amended and Restated Declaration of Condominium, and any future amendments hereof or the exhibits hereto.

**5. SURVEY AND GRAPHIC DESCRIPTION.** A survey of the lands 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 Exhibit "A". – In the recorded Declaration of Condominiums.

**6. VOTING RIGHTS; OWNERSHIP OF COMMON ELEMENTS.** The voting rights of the owner of each unit shall be 1/194th (one voting interest per unit) for association matters and 1/32 (Phase One); 1/36 (Phase Two); 1/54 (Phase Three); and 1/72 (Phase Four) for individual condominium voting issues. The sharing of common expenses and ownership of common elements and common surplus shall be on a 1/32 (Phase One); 1/36 (Phase Two); 1/54 (Phase Three); and 1/72 (Phase Four) for Common Expenses of the Condominiums and a 1/194 basis for Common Expenses of the Association.

Amended and Restated Declaration of Condominium  
Punta Rassa Condominium Association  
15008 Punta Rassa Road, Fort Myers, Florida 33908  
Telephone: (239) 466-9148

## 7. COMMON ELEMENTS; EASEMENTS.

**7.1. Definition.** The term “common elements” means all of the property submitted to condominium ownership as described in Exhibit “A” (but excluding Association Property as described in Exhibit “A-1”) that is not within the unit boundaries set forth in Section 8 below. The common elements include without limitation, the following.

**7.1.1** The Land.

**7.1.2** All portions of the buildings and other improvements outside the units, including all limited common elements.

**7.1.3** Easements over, though, above and beneath each unit for conduits, ducts, plumbing, wiring and other facilities for furnishing utility services to other units or common elements.

**7.1.4** An easement of support in every portion of the Condominium which contributes to the support of the building.

**7.1.5** The fixtures and installation required for access and utility services to more than one unit or to the common elements.

**7.2. Easements.** Each of the following easements and easement rights are reserved through the condominium property and are covenants running with the land of the Condominiums, and notwithstanding any of the other provision of this Declaration, may not be revoked and shall survive the removal of any land from the Condominiums. None of these easements may be encumbering these easements shall automatically be subordinate to the rights of the unit owners with respect to such easements.

**7.2.1 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 access, utility or service easements, or relocate any existing easements, in any portion of the common elements or association property, as the Board shall deem necessary or desirable for the proper operation and maintenance of the Condominiums. Such Easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the units. The Association, through the Board of Directors, may also transfer title to Utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

**7.2.2 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.

**7.2.3 Ingress and Egress.** A non-exclusive easement shall exist in favor of each unit owner and occupant, their respective guests, tenants, licensees and invites for pedestrian traffic over, though, and across sidewalks, streets, paths, walks, and other portion of the common elements of their individual condominium association property, or the common elements of other condominiums as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, though, and across such portion of the common elements egress to the recreational facilities public ways.

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

**8. CONDOMINIUM UNITS AND APPURTENANCES.** Condominium units are those cubicles of space, and all improvements constructed therein identified and described in the Surveyor's Plat, Exhibit "A". The horizontal and vertical boundaries of the condominium units shall be as follows:

**8.1. Boundaries.** Each apartment shall include that part of the building containing the apartment which lies within the boundaries of the apartment, which boundaries are as follows:

**8.1.1 Horizontal Boundaries.** The upper and lower boundaries of the apartment shall be:

**8.1.1.1 Upper Boundary.**

**8.1.1.1.1** Apartments next to roof-the plane of the underside of the roof slab of floor above and where there is attached to the roof a balcony, porch, loggia, terrace, canopy, stairway or other portion of the building serving only the apartment being bounded, such boundary shall be deemed to include all of such structures and fixtures thereon.

**8.1.1.1.2** Other apartments-the plane of the under surfaces of the slab of floor above.

**8.1.1.2 Lower Boundary.** The horizontal plane of the undecorated finished floor.

**8.1.2 Vertical Boundaries.** The vertical boundaries of the apartment shall be:

**8.1.2.1** Exterior building walls-the interior of the outside walls of the apartment building **bounding an apartment and where there is attached to the building a balcony, porch, loggia, terrace canopy**, stairway or other portion of the building serving only the apartment being bounded, such boundaries shall be deemed to include all such structures and fixtures thereon.

**8.1.2.2** Interior building walls-the centerline of walls bounding the apartment from the lobby.

**8.2. Exclusive Use.** Each unit owner shall have the exclusive use of his unit.

**8.3. 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:

**8.3.1 Common Elements.** An undivided share of the common elements, such undivided share to be that portion set forth in Article 6 hereof.

**8.3.2 Easements.** For the benefit of the unit.

**8.3.3 Association Membership** and interest in funds and assets held by the Association.

**8.3.4 Automobile Parking Space – Phases One and Four (for Private Passenger Automobile Only) –** The privilege of using one assigned parking space within the area designated on the Plat for parking. Once allocated, each parking space will become Limited Common Element, and will pass with title to a unit as an appurtenance thereto. The Association shall maintain a roster of parking assignments amongst the Official Records of the Association, which shall not be a recordable document. Unit owners in these Condominiums may exchange parking spaces with other Units within that Condominium, as they may agree amongst themselves, subject to prior written approval of the Board of Directors, which shall not be unreasonably withheld. No transfers may occur that result in any unit not having one assigned parking space. Further, no person other than a Unit Owner in the affected Condominium may be assigned a parking space in any particular Condominium. Further, no unit may be assigned more than one parking space per unit owned in any Condominium.

**8.3.4.1 Automobile Parking Space-Phases Two and Three (for Private Passenger Automobile Only) –** All designated parking spaces are unassigned. Rules regarding parking spaces are as specified in the Association's Rules and Regulations.

**8.4. Easement to Air Space.** The appurtenances shall include an exclusive easement for the use of air occupied by the unit as it exists at any particular time and as the unit may be altered or reconstructed from time to time.

**8.5. Cross Easements.** The appurtenances shall include the following easements from each unit owner to each other unit owner.



**8.5.1 Ingress and Egress.** Easements through the common elements of all condominiums operated by the Association and the association property for ingress and egress.

**8.5.2 Maintenance, Repair and Replacement.** Easements 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 held at any time in case of emergency.

**8.5.3 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.

**8.5.4 Utilities.** Easements over, through, above and beneath the units and other portions of the condominium property for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the units and the common elements; provided, however, that such easements through a unit shall be only according to the plans and specifications for the unit building or as the building is constructed unless approved in writing by the unit owner.

**8.5.5 Other Easements.** In addition to other easements benefiting and burdening the common elements of the Condominium and the Association Property, attached as Exhibit "A-2" are a series of easements created in connection with the development of the Condominiums, as pertained to neighboring property owners. The easements depicted in Exhibit "A-2" do not purport to constitute an exhaustive delineation of all easements of record, and specifically includes various public utility easements of record.

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

**9.1. Association Maintenance.** The maintenance, repair and replacement of all Common Elements (except those Limited Common Elements for which this Declaration delegates responsibility to the Unit Owner) and Association Property shall be performed by the Association, and the cost is a common expense, except as may otherwise be specifically noted with respect to Limited Common Elements. Same shall include, but not be limited to, exterior painting, roofing, balcony railings, and maintaining portions of the condominium property exposed to the elements, unless otherwise provided in this section. The Association shall maintain the front entry door, including the locks, hardware, and frame originally installed by the Developer, or replacements thereof of like kind and quality. The Association shall maintain the window installations originally installed by the Developer, or replacements thereof of like kind and quality. Same includes the window frame and encasement, the plate glass, and the exterior caulking thereof. The Unit Owners shall be responsible for interior window locking and opening mechanisms, interior caulking (if necessary or desired) the window sill (unless part of the window frame) and glass breakage due to any interior cause. The Association shall, through the Board of Directors, have the authority to determine, when windows and front doors need to be replaced, the style of windows and doors, and same shall not require a vote of the Unit Owners, it being understood that window and door styles change periodically, as do applicable codes. For Phases Two, Three and Four, the Association shall maintain the sliding glass doors and the structural components thereof, including trim and caulking. For Phases Two, Three and Four, if a balcony has been enclosed or a window wall has been installed on the balcony, or a balcony is enclosed or a widow wall is installed on a balcony at any time (if permitted as provided elsewhere in the Condominium Documents), and if any such balcony enclosure/window wall meets with the specifications (to be developed by, or at the direction of, the Board) for such improvements, the Association shall be responsible for the maintenance of such balcony enclosure/window wall, and in such cases the Association shall no longer be responsible for the sliding glass doors and structural components thereof. For Phase One, the Association shall not be responsible for the maintenance, repair, or replacement of the sliding glass door. The Association shall, through the Board of Directors, have the authority to determine when sliding glass doors (for Phases II, III and IV) and window walls (for Phase I) need to be replaced, and the style of such, and same shall not require a vote of the Unit Owners, it being understood that styles change periodically, as do applicable codes. The Association's maintenance responsibility includes, without limitation: the electrical meter, electrical installations from the electrical meter to the breaker box, and all electrical conduit located outside the unit; the air conditioning Freon lines; dryer vents; plumbing fixtures and installations located outside the unit for the furnishing of utilities to more than one unit or the common elements. The Association should be responsible for the maintenance and repair of the drywall constituting the common elements of the Condominium, including the interior surface of the exterior boundary walls. Decorations of such surfaces, (including but not limited to paint, wallpapering, paneling, etc.) are the responsibility of the unit owner. The Association's responsibility does not include interior electrical fixtures, switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within the unit and serving only that unit. If, in connection with the discharge of its maintenance responsibilities, the Association must remove, disassemble, or destroy portions of the Condominium Property which the unit owner is required to maintain, repair, and replace, the Association shall be responsible for installation or replacement of that item, to its unfurnished state (i.e. excluding floor coverings, wall coverings, ceiling coverings, paint, wallpaper, paneling, etc.), provided that such items are part of the Condominium Property as originally installed by the Developer, or replacements thereof of like kind and quality. Unless otherwise in title, shall be the responsibility of the unit owner.

**9.1.1** Notwithstanding anything to the contrary above, prior to the effective date of this amendment certain Owners have been allowed to replace, on their own and at their own expense, windows and/or sliding glass doors that are otherwise the maintenance, repair and replacement responsibility of the Association. In the event the Association undertakes a project to replace the windows and/or sliding glass doors that it has the maintenance, repair and replacement responsibility for with windows and/or sliding glass doors that are compliant with the current building code, it is the intent of this section to provide a credit to those Owners who have already replaced windows and/or sliding glass doors that are compliant with the current building code. Credit will only be given for windows and/or sliding glass doors that would otherwise be included in the Association's replacement project, but which do not need to be replaced because an Owner has already done so. Furthermore, credit will only be given to Owners who replaced such windows and/or sliding glass doors on or after August 2004, and which meet the current building code requirements at the time the window and/or sliding glass door replacement project is undertaken by the Association. Additionally, when any special assessment is levied for the Association's window and/or sliding glass door replacement project in the same Condominium where an Owner has already replaced a window and/or sliding glass door, any applicable credit will be reduced by an applicable percentage based upon the number of units in such Condominium, after an applicable window and/or sliding glass door was replaced by an Owner unit the same time an assessment is levied. The Association will base the amount of the credit on its costs for its replacement project, and not on any individual Owner's amount of the credit on its costs for its replacement project, and not on any individual Owner's cost, and in no event shall a credit for any Owner be greater than the actual amount expended by that Owner. Owners claiming entitlement to said credit will be required to provide any information and documentation as may be required by the Board to establish entitlement to the credit.

**9.2. Unit Owners Maintenance.** Each unit owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own unit and limited common elements serving only his unit, except as provided elsewhere herein, whether ordinary or extraordinary including, without limitation: the ceiling drywall, including the finishes thereof; non-load bearing interior partitions, the finishes thereof, the structural framing related thereto (assuming non-load bearing), and all electrical or plumbing facilities located therein, which service only the individual unit (unless specifically made the maintenance responsibility of the Association in Article 9.1 above); maintenance, repair and replacement of the baseboards; all doors, including storm doors, and the framing and structural components thereof (including trim, caulking, locks and hardware) within or servicing the unit (unless specifically made the maintenance responsibility of the Association in Article 9.1 above); all screening, including screening on the balconies; the front doorbell; the breaker box plus all electrical facilities from the breaker box inward, which service only that Unit; mechanical and plumbing fixtures and outlets (including connections) within a unit or serving only that unit including sinks, toilets, tubs, showers, shower pans, water valves and all related fixtures and installations; appliances; cable and telephone lines; all portions of the heating and air conditioning equipment and utility installations and connections serving an individual unit (no matter where located), including, but not limited to, compressors and air conditioning vents, but excepting Freon lines; carpeting and other floor covering, (including balcony areas); all other facilities or fixtures located or contained entirely within a own unit or limited common element area which serve only one unit. All said areas, if located outside of the boundaries of the unit, are declared limited common elements. Parking facilities shall be maintained by the Association. Any insurance proceeds paid to the Association with respect to any loss or damage within the unit or limited common elements which is covered by the Association's casualty insurance, and which loss would otherwise be borne by the unit owner, shall be paid to the unit owner, after the work has been completed and invoices have been verifying the costs of repair.

**9.3. Additional Unit Owner Obligations.** In connection with his maintenance, repair and replacement obligations, the unit owner shall also 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; excavation; access to building roof; removal or modification of any interior partitions walls, or cabinets, whether load-bearing or not; relocation of plumbing or electrical lines or fixtures; the use of heavy or noisy equipment; such other actions as may cause concern for the peace and safety of the condominium and its residents or the aesthetics of the condominium property. The association may condition such approval on criteria as the Board deems reasonable, including but not limited to, submission of a Unit Modification Request, and:

- Use of licensed and insured contractors and requiring proof of same;
- 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.
- Restrictions regarding storage of materials and supplies necessary for the construction to be performed.

Nothing shall preclude the Association from acting as the owner's agent and obtaining the services of Contractors to perform unit owner maintenance responsibilities, provided that the Association and the owner so agree and provided that the owner is deemed to consent to reimbursement of expenses incurred, secured by such rights as exist for collection common expenses under these condominium documents.

**9.4. Balconies.** Balconies are designated as part of the unit. The unit owner who has the right to the exclusive use of said balcony shall be responsible for the maintenance, care and preservation of: balcony floor coverings (the board may prohibit certain types of floor coverings or require the removal of existing coverings when necessary for the structural preservation of the building); storm shutters, including the removal and replacement of storm shutters if required by the Association in order to carry out its maintenance responsibilities; storm doors; all screening; the wiring, electrical outlet(s) and fixture(s) on or servicing the balcony; ceiling fans; and the replacement of light bulbs. For Phases Two, Three and Four, the Association shall maintain the sliding glass doors and the structural components thereof, including trim and caulking. For Phases Two, Three and Four, if a balcony has been enclosed or a window wall has been installed on the balcony, or such occurs at any time within the parameters as set forth at Article 9.1, the Association's maintenance responsibilities for sliding glass doors, balcony enclosures and window walls shall be as set forth at Article 9.1. For Phase One, the Association shall not be responsible for the maintenance, repair, or replacement of the sliding glass doors, but shall be responsible for the maintenance of the balcony enclosures/window walls. The Association shall be responsible for structural maintenance, repair and replacement of balcony railings, floors, ceiling and exterior portions, and also the building walls enclosed by the balconies, provided that painting and regular maintenance (nonstructural) of building walls enclosed by balconies shall be done by the unit owners, subject to the uniformity of appearance (e.g. color) and other criteria set forth in these condominium documents, or as determined by the Board. In the event a unit owner intends to paint the building walls enclosed by the balconies, such unit owner shall must obtain the prior written consent of the Board; provided that if the Board promulgates approved colors and paints, a unit owner may paint the building walls enclosed by the balconies in strict accordance therewith without the prior written consent of the Board. However, the Association may, if it elects, paint balcony walls and ceilings in connection with the painting of the building as either a common expense, or on a voluntary participation basis, as determined by the Board of Directors, Unit owners may not puncture (by nails, hooks, screws or otherwise) balcony floors, or ceilings, without obtaining the prior written approval of the Board of Directors.

**9.5. Unit Floor Coverings.** All units above ground floor shall always have the floors covered with wall-to-wall carpeting, except in kitchens, bathrooms, balconies, foyers, and utility or laundry rooms, except as provided below. Hard floor surfaces (tile, marble, wood, etc.) may only be installed upon prior written approval of the Board of Directors, which shall condition its approval on the unit owner's proof of the installation of appropriate sound-deadening material. Specifications for sound proofing of hard flooring must be approved in writing by the Board or its representative prior to installation, and then the installed sound proofing must be inspected and approved prior to installation of the hard flooring. The minimum sound proofing material that will be approved shall be of such kind and quality to achieve ASTM E90-02 (90 mil composite) installation. A sealant is required at the perimeter of the entire floor, and the periphery of all protrusions to that floor. This joint shall be ¼ inch wide (6.35 millimeters) from the finished top of the title. This joint must be filled with an elastomeric sealant or an acoustical sealant. Hard grout is unacceptable.

**9.6. Alterations by Unit Owners.** No owner may make or permit the making of any modification or alterations to his unit, the common elements, or the limited common elements, or in any manner change the appearance of any portion of the condominium, or make any structural change within the unit interior 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. 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 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 Punta Rassa Condominiums, the quality of the proposed alteration, objections of neighboring residents, and such other criteria as the Board may reasonably adopt in reaching its decision. If the Board determines to permit any alteration or addition which is visible from the exterior of the premises, from any vantage, said addition or improvement must also be approved by the unit owners manner provided in Article 9.8 of the Declaration of Condominium, regardless of the cost or expense of such addition or alteration, but such unit owner approval shall not be required in the case of balcony enclosures. If any unit owner requests approval of an alteration or modification involving the removal or modification of any interior partition or wall, the Association may permit such removal if the removal would not materially affect or interfere with the utility services constituting common elements, if any, located therein or the structural integrity of the building.

**9.7. Additional Unit Owner Responsibility for Alterations and Additions.** If a unit owner makes any modifications, installations, or additions to the interior or exterior of the unit, common elements, or limited common elements in accordance with Article 9.6 above, the unit owner (and his heirs, successors in title and assigns) shall be financially responsible for the insurance, maintenance, care, and preservation of the modifications, installations or additions and shall execute such documents as the Association may promulgate accepting said financial responsibility. Any modification, alteration, or addition to the condominium property made by a unit owner, and duly approved by the Board of Directors, may be required to be removed in connection with the Association's maintenance of the condominium property. In such cases, the unit owner who installs the alteration, addition, or improvement (and their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or reinstallation 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 the Declaration, or alternatively, said owner may be required to remove and reinstall said additions, 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.

**9.8. Alterations by Association.** There shall be no material alterations or substantial additions to the Association Property, except as authorized by the Board of Directors. Provided, however, that if any such alteration or addition requires the expenditure of more than five percent of the Association's total budget for the fiscal year in which the work is authorized, the Board shall obtain approval of a two-thirds (2/3) of Voting Interests present (in person or by proxy) and voting at an Association meeting, or by written agreement of two-thirds (2/3) of the entire Voting Interest of the Association. Material alterations or substantial additions to the Common Elements of individual Condominiums shall be authorized as follows. The Board of Directors may authorize any alteration or addition which does not exceed five percent (5%) of the total budget for the Condominium for which the alteration or addition is proposed. Any material alteration of or substantial addition to Common Elements of a Condominium exceeding that amount shall be approved by two-thirds of the Voting Interests of the Condominium present (in person or by proxy) and voting at a meeting of the Association at which a Class Quorum has been obtained. Notwithstanding the foregoing, if any alteration or addition to Common Elements of an individual Condominium (expecting those which are less than 5% of the Budget and which may be authorized by the Board) are visible from the exterior from the premises of any other Condominium, such alterations or additions shall be approved by two-thirds of the Voting Interests of the Association present (in person or by proxy) and voting at a meeting of the entire Association at which a quorum has been established, or by written agreement of two-thirds of the entire Voting Interests of the Association, even in cases where the expense of such alteration or addition is allocated as a Common Expense of the Condominium. The Board of Directors may determine the color cellular antennae and similar apparatus may be placed on the Condominium Property, as determined by the Board in agreements with the third parties. The rents and profits applicable to said arrangements shall be considered income for the Common Elements, or Association Property regardless of the level of expenditure, is the responsibility of the Board of Directors.

**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 above, the Association shall have, without waiver of other remedies, the right to enter the owner's unit 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. Negligence. Damage Caused by Condition of Unit.** 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 act or negligence, or by that of any member of his family or his or their guests, employees, agents or lessees. If any condition, defect or malfunction existing within a unit, if caused by the owner's negligence, shall cause damage to the common elements 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). If one or more of the units involved is not occupied at the time the damage is discovered, 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. Unit owners are required to shut off all water valves when they will be absent from their units on an overnight basis.

**10. ASSESSMENTS AND CHARGES.** Assessments against owners shall be made by the Board of Directors of the Association, in the manner provided in the By-Laws and as follows and shall be borne by the unit owners on the same basis as their percentage of ownership of the entire condominium as set forth in Article 6.

**10.1. Liability for Assessments.** A unit owner, regardless of how title is required, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he/she is the Unit Owner. The grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his/her share of the common expenses including attorney's fees and other costs of collection incurred by the Association up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for assessments 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 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 up to the maximum allowed 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 and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien. The lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall relate back to the date of filing of the original Declaration of Condominium. Upon payment, 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 a mortgage of real property is foreclosed and may also bring an action to recover a money judgement for the unpaid assessments without waiving any claim of lien.

**10.3. Notice of Intent to Foreclose Lien.** No foreclosure judgement 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. If this notice is not given at least thirty days before the foreclosure action is filed, and if the unpaid assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgement 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. Appointment of Receiver to Collect Rental.** If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed the county in its discretion may require the Unit Owner to pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent.

**10.5. First Mortgagee.** The priority of the Association's lien and the obligation for payment of past due assessments in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Florida Condominium Act, Chapter 718, Florida Statutes (2010), as amended from time to time.

**10.6. Possession of Unit.** Any person who acquires an interest in a Unit, except First Mortgagees through foreclosure of a first mortgage or 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 gather 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.

**10.8. Lien for Charges.** There is hereby created a common law and contractual lien to secure any service which the Association provides for an individual member and which is not otherwise secured by the statutory lien for common expenses created herein. By way of example, but not limitation, a lien for changes exists to secure repayment to the Association when it must remove or reinstall unit owner alterations or items of unit owner maintenance responsibility in connection with the Association's discharge of its common element maintenance responsibilities. The lien for charges shall be of equal priority to, shall be secured as to interest, late fees and attorney's fees and the like, and shall be foreclosed in the same manner as the common expense lien.

**10.9. Suspension; Fine; Voting Rights.** In accordance with the provisions of Section 718.303(3), Florida Statutes (2010), as amended from time to time, if a unit owner is delinquent for more than ninety (90) days in paying a monetary obligation due to the association, the association may suspend the right of a unit owner or a unit's occupant, licensee, or invitee to use the common elements, common facilities, or any other condominium or association property until the monetary obligation is paid. This Section 10.9 does not apply to limited common elements intended to be used only by that unit, common elements that must be used to access the unit, utility services provided to the unit, parking spaces, or elevators. The association may also levy reasonable fines for the failure of the owner of the unit, or its occupant licensee, or invitee, to comply with any provision of the declaration, the association by-laws, or reasonable rules of the association, including but not limited to, the failure of a unit owner to pay all monetary obligations to the Association. Unless permitted under applicable law, a fine may not exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. However, the fine may not in the aggregate exceed \$1,000, unless a higher amount is permitted under applicable law. A fine may not be levied and a suspension may not be imposed unless the association first provides at least 14 days' written notice and an opportunity for a hearing to the unit owner and, if applicable, its occupant, licensee, or invitee. The hearing must be held before a committee of other unit owners who are neither board members nor persons residing in a board member's household. If the committee does not agree with the foregoing, the notice a hearing requirement of this Section 10.5 do not apply to the imposition of suspensions or fines against a unit owner or a unit's occupant, licensee, or invitee because of failing to pay amounts due to the association. If such a fine or suspension must notify the unit owner and, if applicable, the unit's occupant, licensee, or invitee by mail or hand delivery. An association may also suspend the voting rights of an ember due to nonpayment of any monetary obligation due to the association which is more than ninety (90) days delinquent. The suspension ends upon full payment of all obligations currently due or overdue the association.

**11. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM.** The administration and management of the condominium shall be by the Condominium Association, who 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 the members to the Board of Directors shall be as set forth in the By-Laws without limiting the foregoing, the Association shall have the following powers and duties:

**11.1. Access.** The irrevocable right of access to each Unit during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to any other Unit or Units, or to determine compliance with the terms and provisions of this such documents, as the same may be amended from time to time. The Association may require that a pass key be posted for each unit and may, if determined advisable by the Board, implement a master key system.

**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.

**11.3. Recordkeeping.** The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at a reasonable rate.

**11.4. 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 collections of assessments and other charges against Unit Owners, and perfecting liens for non-payment thereof.

**11.5. 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.

**11.6. Acquisition or Transfer of Real Property.** The power to acquire or transfer real property 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 vote shall be required to purchase (or Mortgage) a unit through foreclosure, deed in lieu of foreclosure, or in connection with the Association right of first refusal set forth in Article 17 hereof. Leasing of Association owned units, Common Elements, or Association Property may be approved by the Board of Directors.

**11.7. Membership Agreements.** The power to enter agreements to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities with the same approval of unit owners as needed to amend the Declaration.

**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. 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.

**11.9. Limitation upon Liability of Association.** Notwithstanding the duty to maintain and repair parts of the Condominium Property, the Association is not liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by a latent 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 an alterations or improvements done by or on behalf of any Unit Owners, regardless of whether 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, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:**

- (a) 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**
  
- (b) 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 ACTIVITIES; AND**
  
- (c) 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 (BY VIRTUE OF HIS ACCEPTANCE OR TITLE TO HIS UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) 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, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.**

**11.10. 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.** In consideration of the adequate protection of the condominium and its owners against insurable risk, all insurance policies upon the condominium property shall be purchased by the Condominium Association for the benefit of the unit owners and/or their respective mortgagees, as their interest appear, and shall provide for the issuance of the certificate of insurance, mortgagee endorsements to the holders of the mortgages on the units, and if possible, as to any claims against the unit owners, the Association and their respective servants, agents and guests. Cost of insurance so purchased shall be paid by the Association as a normal operating expense. Unit owners shall carry insurance policy in accordance with the provisions of applicable law, including, but not limited to, Section 718.111, Florida Statutes and Section 627.714, Florida Statutes (2010), as amended from time to time. Unless provided otherwise in the Florida Statutes, for policies issued or renewed on or after July 1, 2010, coverage under a unit owner's residential property policy must include at least \$2,000 in property loss assessment coverage for all assessments made as a result of the same direct loss to the property, regardless of the number of assessments, owned by all members of the association collectively if such loss is of the type of loss covered by the unit owner's residential property insurance policy, to which a deductible of no more than \$250 per direct property loss applies. If a deductible was or will be applied to other property loss sustained by the unit owner resulting for the same direct loss to the property, no deductible applies to the loss assessment coverage.

#### **12.1 Liability, Casualty and Other Insurance.**

**12.1.1. Casualty Insurance.** The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property, and the condominium property required to be insured by the Association (and including, for example, balcony enclosures/window walls that are to be maintained by the Association as described at Article 9 of this Declaration). Notwithstanding the foregoing as provided in Florida Statutes Section 718.111(11) (2010), the Association shall not insure the following items: all personal property within the unit or limited common elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the unit and serve only such unit. Such property and any insurance thereupon is the responsibility of the unit owner. The Association shall likewise not be responsible to insure portions of the condominium property which are excluded from Association insurance responsibility by future amendments to the Florida Condominium Act. Said casualty insurance shall provide coverage against loss or damage or fire and other hazards covered by a standard extended coverage endorsement and such other risks as may from time to time customarily be recovered with respect to buildings in a similar location and of a similar type of construction, including but not limited to vandalism, malicious mischief, windstorms, water and flood insurance if available.

**12.1.2. Liability Insurance.** Public liability insurance covering the Association, each member of the Board of Directors, the community association manager and other employees of the Association, and all owners of apartments (for acts other than their own personal liabilities) in an amount of not less than \$300,000.00 for bodily injury and property damage, to one person or to more than one person or to property arising out of a single event shall be required. Said coverage should include, but not limited to, coverage for cross liability claims of one insured against another, coverage for waiver of subrogation as to owners, their families, servants and guests, coverage for water damage, legal liability coverage, hired automobile coverage, non-owned automobile coverage, and off premises employee coverages. Said coverage must stipulate that it is not affected nor diminished by any reason of any insurance carried separately by an owner of an apartment.

## **12.2. Insurance Coverage for Physical Damage.**

**12.2.1.** Fire insurance with extended coverage and vandalism and malicious mischief endorsements shall be obtained by the Association covering all buildings and improvements on the condominium complex including personal property that is a part of the common elements, (but excluding personal property, additions and/or alterations installed by the owners, except that the Association will insure balcony enclosures/window walls that it is obligated to maintain as described at Article 9 of this Declaration), together with all air conditioning and other service machinery and equipment, except as specifically excluded below. Notwithstanding the foregoing, as provided in Florida Statutes 718.111(11) (2010), the Association shall not insure the following items: all personal property within the unit or limited common elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the unit and serve only such unit. The Association shall likewise not be responsible to insure portions of the condominium property which are excluded from the Association insurance responsibility by future amendments to the Florida Condominium Act.

**12.2.2.** The amount of coverage shall be the full replacement value of the buildings without deduction for depreciation.

**12.2.3.** The names insured shall be the Association, the owners of all apartments and mortgagees of record; all as their respective interest may appear.

**12.2.4.** The policy or policies shall contain a standard mortgage clause in favor of each mortgagee of an apartment, providing for payment of loss thereunder to such mortgagee as interest may appear, subject to loss payment provisions provided elsewhere herein.

**12.2.5.** Machinery insurance in the amounts and for the coverages as determined and recommended after a survey of such hazards by an insurance company or other competent engineer.

**12.2.6.** Plate glass window to cover exterior plate glass.

**12.2.7.** All policies of physical damage insurance should preferably contain:

**12.2.7.1.** Waiver of subrogation as to the Association, its officers and guests, all owners of apartments and their families, servants, and guests.

**12.2.7.2** Waiver of defense based upon co-insurance.

**12.2.7.3.** Waiver of defense based upon invalidity resulting from any act of the insured.

**12.2.7.4.** The policy may not be cancelled or substantially modified without at least 10 days' prior written notice to the insured and all mortgages.

**12.2.8.** The original and duplicate originals of physical damage policies, and all renewals thereof, shall be delivered to the Board of Directors and to each mortgagee at least 10 days prior to expiration to the then current policies; when required, proof of payment of premiums may be therewith.

**12.2.9.** Prior to obtaining any physical damage policy, the Board of Directors shall obtain an appraisal of the full replacement value of the buildings and other land improvements, including all apartments and common elements, without deduction for depreciation to determine the amount of insurance to be carried.

**12.2.10.** Such other coverage as the Board of Directors of the Association may deem advisable including policies to provide for reconstruction funds under any new building code, demolition, etc.

**12.3. Distribution of Proceeds of Insurance.** All insurance policies by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of losses shall be paid to any bank in Florida with trust powers as may be approved by the Association. Said bank is hereinafter referred to as THE INSURANCE TRUSTEE. The Insurance Trustee shall not be liable or payment of premiums, renewal of policies, sufficiency of coverage, form or content of the policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive the same in Trust for the purposes stated and for the benefit of the Association, the unit owners and their respective mortgagees. Any expenses and/or fees incurred by the Association as a result of the activities of the Insurance Trustee shall be considered a common expense of the Association and shall be paid as such.

**12.3.1.** The proceeds shall first be applied to the Trustee fees and expenses, and then to the cost of reconstruction and repairs. Any remainder shall be paid to the owners and their mortgagees as their respective interests may appear.

**12.3.2.** The Board of Directors is irrevocably appointed as agent for each owner of an apartment and for each mortgagee to adjust all claims and to execute and deliver releases upon payment of claims; this appointment shall not apply to the settlement of claims relative to any owner's personal property or to any additions and/or alterations installed by the owners; and

**12.3.3.** In the event any insured loss does not exceed \$5,000.00 the proceeds in settlement thereof shall be paid directly to the Association for the purpose of repairing, restoring, or rebuilding the damaged areas.

**12.3.4.** So long as one-half of the total apartments in any one building are habitable after a casualty, the loss shall be deemed partial and shall be repaired. Repairs shall be under the control and supervision of the Board of Directors and shall be such as to restore the building and other improvements as much as possible to their state and condition immediately before the loss; in the case of substantial damage the services of a registered architect shall be engaged relative to such repairs.

**12.3.5.** In the event the insurance proceeds are insufficient to pay the Trustee's fees and expenses and to make needed repairs and the Association is obligated to make such repairs, the Board of Directors shall assess each owner his pro-rata share of such deficiency, with all funds so collected to be deposited with and disbursed by the Insurance Trustee the same as if they were insurance proceeds.



**12.3.6.** In the event of a total destruction of the improvements located upon the condominium property and when said improvements are not restored then the unit owners shall receive their proportionate one-thirty-second share as to Phase One; one-thirty-six share as to Phase Two, one-fifty-fourth share as to Phase Three; and one-seventy-second share as to Phase Four of the proceeds distributed. However, in the event a mortgage endorsement has been issued as to a particular unit, the share of the unit owner shall be in trust for the mortgagee and the unit owner.

**12.4. Workmen's Compensation Insurance.** Workmen's compensation insurance shall be provided by the Association for their employees when so requires by law.

**12.5.** Individual apartment owners may obtain any desirable insurance on their owner personal property or for their personal property or for their personal liability protection. Any such personal liability insurance obtained should contain a waiver of subrogation as to the Association and other apartment owners.

**12.6.** The Condominium Association may purchase such other insurance as it may deem advisable for the protection of the interests of the condominium.

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

**13.1. Occupancy of Units; Single Family Residence.** A condominium unit shall be used only as a single-family residence. As used in the Condominium Documents, "single family" means one natural person, a group of two or more natural persons who customarily reside together as a single-family housekeeping unit, each of whom is related to each other by blood, marriage or adoption, or not more than two persons not so related, who customarily reside together as a single housekeeping unit. No more than five (5) persons may permanently occupy a two (2) bedroom unit. For purposes of these Condominium Documents, "permanently occupy" means to sleep in the unit for more than thirty (30) nights during a calendar year. No unit may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred. No additional person may occupy a unit as a unit owner, tenant, or family member thereof (i.e. occupy the unit on an overnight basis for more than thirty (30) days in a calendar year) unless said person's occupancy has been specifically approved by the Association, through the Board of Directors. In considering such requests, the Board may consider factors set forth in Article 14, 15 and 16 hereof and may charge a reasonable fee for review of occupancy requests. Visitation by guests are governed by Article 14 of this Declaration of Condominium.

**13.2. Nuisance.** The condominium units shall not be used for an immoral, improper or unlawful purpose and no use or behavior shall be which will create a public or private nuisance, nor which shall unreasonably interfere with the quiet possession or enjoyment of the condominium property, nor which becomes a source of annoyance to the condominium residents. All property shall be kept in a neat and orderly manner. The common elements shall be used for the purpose of furnishing services and facilities as herein provided for the welfare and enjoyment of such residents.

**13.3. Pets.** No pet may be kept or harbored in any apartment by an owner without prior approval by the Association, acting through its Board of Directors. No pet may be kept or harbored in any apartment by a tenant who leases an apartment for six months or more without prior written permission of the owner or owners and prior written approval by the Association, acting through its Board of Directors. No tenant who leases an apartment for less than six (6) months shall keep or harbor pet. No pet shall be allowed outside of an apartment unless leashed or carried and under direct control and in the presence of the owner thereof. No tenant, or tenant's guest, regardless of the lease term, shall be permitted to have a pet on the Common Elements of any condominium or Association Property except if such occupant has met the requirements of the preceding paragraph. No pet shall be permitted to enter an elevator with other occupants unless such other occupants expressly approve. The Board shall have the right to order the permanent removal of any previously approved pet in the event the pet creates a nuisance or disturbance to other occupants. If legal relief is required to enforce a removal, the violator, tenant and/or owner shall be liable for attorney's fees, court costs, and any other expenses incurred by the Association.

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

**14. GUEST OCCUPANCY.** A "guest" is defined as a person who enters upon the condominium property at the invitation of a unit owner or tenant, (or their respective families) for the purpose of visiting the unit owner or tenant (or their respective families), occupying the condominium unit for less than thirty days during any calendar year (including as a benefit or gift vacation to the guest), or utilizing the Condominium Property. Use or visitation without consideration (payment) distinguishes a guest usage from tenancy. There are various types of guest uses, which are regulated as follows:

**14.1. Non-Overnight Visitation by Guests when Unit Owner or Tenant is in Residence.**

There is no restriction against this type of guest usage, provided that same does not create a nuisance or annoyance to other condominium residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. The Board may adopt rules and regulations requiring registration and approval of non-related guests. Non-overnight guests shall be entitled to use the Condominium facilities only when accompanied by the unit owner or tenant (or an adult resident member of the unit owner's or tenant's family). The Board may establish additional restrictions on non-overnight guest usage of Condominium facilities, such as maximum numbers of guests who may use common facilities, maximum numbers of common facility usage per guest, and the like.

**14.2. Overnight Guests When Unit Owner or Tenant is in Residence.**

Unit owners and tenants (and their respective families) may have related or unrelated overnight guests, so long as the unit owner or tenant is in simultaneous residence. The Board may adopt rules and regulations requiring registration and approval of non-related guests. The Association may restrict or prohibit visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Under no circumstances may more than six (6) persons (including the unit owner or tenant and their families) sleep overnight in a two (2) bedroom unit. Overnight guests' use of Condominium facilities are subject to the same provisions as use of Condominium facilities by Non-Overnight Guests.

**14.3. Non-Overnight Guests in the Absence of the Owner or Tenant.**

Unit owners and tenants are not permitted to have non-overnight guests when the unit owner is absent from the condominium. Unit owners and tenants may have their units inspected by caretakers, family members, etc. However, such individuals shall not be permitted to use Condominium facilities, such as recreational facilities (pool, parking areas, tennis courts, etc.).

**14.4. Overnight Guests in the Absence of the Unit Owner or Tenant.**

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

**14.4.1. Non-Related Overnight Guests** must be reported to the Manager in advance. The limitation on unit density in Article 14.2 applies. Ten (10) days prior notice to the Association is required.

**14.4.2. Related Overnight Guests** may occupy a unit in the absence of the owner. For the purpose of this clause, “related” means all persons staying in the unit on an overnight basis, in the absence of the owner, who are related to the unit owner or primary occupant (by blood, marriage or adoption) to the following degree: parent, grandparent, child, grandchild, or sibling. The limitation on unit density in Article 14.2 applies. Ten (10) days prior notice to the Association is required.

**14.5. Additional Board Authority.** The Board may promulgate such rules, policies, and procedures as are necessary to implement this Article. In the event that unit owners are suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as guest occupancies, the Association may require proposed guest occupants to submit proof of familial/relationship, an affidavit as to absence of payment for the right to occupy the premises, and the like.

**15. LEASING.** The lease of a unit is defined as occupancy of the unit by any person other than the unit owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, etc.). The term “leasing” and “renting” shall be used interchangeably for the purpose of this Declaration of Condominium. The term “tenant” and “lease” shall likewise be used interchangeably. Should a unit owner wish to lease his unit, he shall furnish the Association with a copy of the proposed lease (which shall be in the form promulgated by the Board of Directors) and the name of the proposed lease, as well as all proposed occupants. The Association has the authority and shall have fourteen (14) days from the receipt of notice within which to approve or disapprove of the proposed lease or proposed leases or occupants. The Association shall give the unit owner written notice of its decision within said period. Failure to notify the unit owner shall be deemed an approval. No individual rooms may be rented, and no transient tenants may be accommodated, “Rent-sharing” and subleasing is prohibited. All leases shall be for a minimum period of thirty (30) consecutive days or one calendar month whichever is less and for a maximum period of one (1) year.

**15.1. Board Right of Approval.** The Board of Directors shall have the authority to approve all leases and renewals or extensions thereof, which authority may be delegated to a committee or agent. No person may occupy a unit as tenant, family member of a tenant, or otherwise without prior approval of the Board of Directors. The Board shall have the authority to promulgate or require unit owners to use a uniform lease and require such other information from the proposed tenant and all proposed occupants as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed tenant and their spouse, if any, and all proposed occupants of s unit, as a condition for approval.

**15.2. Tenant Conduct, Remedies.** All leases shall be on a uniform form of lease or lease addendum if so promulgated by the Association. Uniform leases, addenda and all other leases will provide or be deemed to provide that the tenants have read and agreed to be bound by the Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations as the same may be deemed from time to time, (the "Condominium Documents"). The uniform lease or addendum and other leases shall further provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease and subject the tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a tenant fails to abide by the Condominium Documents, the unit owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The unit owner shall have the duty to bring his tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the unit owner fails to bring the conduct of the tenant into compliance with the Condominium Documents, the Association shall have the authority to act as agent of the unit owner to undertake whatever action is necessary to abate the tenant's noncompliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association or as agent of the unit owner. The association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the unit owner which shall be secured by a continuing lien in the same manner as assessment charges.

**15.3. Landlord Conduct; Remedies.** A unit owner wishing to lease his unit shall pay or cause to be paid all assessments, regular or special, and all other costs and fees imposed on a unit at all times, including during the term of the lease. In the event that a unit owner becomes delinquent in paying any monetary obligation to the Association, the Association may see payment directly from a tenant in accordance with Section 718.116(11), Florida Statutes (2010). The Association shall not become a landlord under Chapter 83 of the Florida Statutes by collection rent from the Tenant, and specifically assumes no duties under Section 83.51, Florida Statutes 92010). Notwithstanding the foregoing, in addition to all other rights, remedies and privileges of the Association under Chapter 718, Florida Statutes (2010), as amended from time to time, the Association may sue for eviction and issue notices in the event that the tenant fails to make required payments to the Association. This Section 15.3 and the provisions of Section 718.116(11) shall be deemed incorporated into any lease, whether or not provided therein.

**15.4. Security Deposit.** The Board of Directors shall have the authority, as a condition of granting approval to a lease or renewal or extension thereof, to require that a prospective lease or unit owner place a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association to protect against damage to the common elements or Association property. Payment of interest, claims against the deposit, refunds and disputes under this paragraph shall be handled in the same fashion as provided in Part II Chapter 83 of the Florida Statutes (2010) as amended from time to time.

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

**15.5.1.** The person seeking approval (which shall hereinafter include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;

**15.5.2.** The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium Documents. By way of example, but not limitation, a tenant taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Condominium Documents;

**15.5.3.** The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or association, or by his conduct in this Condominium as a tenant, unit owner or occupant of a unit;

**15.5.4.** The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner;

**15.5.5** All assessments, fines and other charges against the unit and/or unit owner have not been paid in full.

**15.6. Liability.** The liability of the unit owner under the Condominium Documents shall continue notwithstanding the fact that he may have leased or rented his interest on the unit as provided herein.

**15.7. Association Fee.** The unit owner or lease seeking approval of a lease of a unit parcel shall pay a transfer fee for each applicant in an apartment determined by the Board but not exceeding the maximum permitted by law per transaction. No charge shall be made in connection with an extension or renewal of a lease.

**16. 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 Nits, 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:

**16.1. Forms of Ownership.**

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

**16.1.2. Co-Ownership.** Co-ownership of units may be permitted. If the co-owners are other than husband and wife, the Board shall condition its approval upon the designation of one approved natural person as "primary occupant". The use of the unit by other persons shall be as if the primary occupant was the only actual owner. Any changes in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one such change will be approved in any twelve (12) month. No time share estates may be created. "House Sharing" by multiple families is prohibited.

**16.1.3. Ownership by Corporations, Partnerships or Trusts.** A unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the unit may be used as a short-term or transient accommodation for several individuals or families. The approval of a partnership, trustee, or corporation or other entity as a unit owner shall be conditioned upon designation by the owner of one natural person to be the "primary occupant". The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in this primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one such change will be approved in any twelve (12) month period.

**16.1.4. Life Estate.** A unit may be subject to a life estate, either by operation of law or by 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 shall 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.

## **16.2. Transfers Subject to Approval.**

**16.2.1. 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. A 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.

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

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

**16.2.4. Other Transfers.** If any Unit owner shall acquire his title by any manner 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.

**16.3. 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:

### **16.3.1. Notice to Board of Directors.**

Amended and Restated Declaration of Condominium  
Punta Rassa Condominium Association  
15008 Punta Rassa Road, Fort Myers, Florida 33908  
Telephone: (239) 466-9148



**16.3.1.1 Sale.** A Unit owner intending to make a bona fide sale of his Unit or any interest in it shall give to the Board of Directors notice of such intention, together with the name and address of the intended purchaser, an executed copy of the purchase contract and its exhibits and such other information concerning the intended purchaser and the transaction as the Board of Directors may reasonably require. The 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. Such notice at the Unit Owner's option may include a demand by the Unit owner that the Association Furnish a purchaser of the Unit if the proposed purchaser is not approved.

**16.3.1.2. Gift, Devise or Inheritance; Other Transfers.** A Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Board of Directors notice of the acquiring of his title, together with such information concerning the Unit owner as the Board of Directors may reasonably require (including by that set forth in Article 16.3.1.1 hereof) and a certified copy of the instrument evidencing the owner's title.

**16.3.1.3. Failure to Give Notice.** If the above requires 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.

#### **16.3.2. Certificate of Approval.**

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

**16.3.2.2. Gift, Devise or Inheritance; other Transfers.** If the Unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after of such notice and information the Board of Directors, including a personal interview of requested by the Board of Directors must either approve or disapprove the continuance of the Unit owner's ownership of his Unit.

**16.3.2.3. Approval of Occupant.** If the Unit Owner or purchaser is a corporation, partnership, trust, some other entity or more than one individual who are not husband and wife, the approval of ownership by the corporation, partnership, trust or other entity or multiple persons shall be conditioned upon approval of a Primary Occupant.

**16.4. Disapproval by Board of Directors.** If the Unit Owner or purchaser is a corporation, partnership, trust, some other entity, or more than one individual who are not husband and wife, the approval of ownership by the corporation, partnership, trust, other entity or multiple persons shall be conditioned upon approval of a Primary Occupant.

**16.4.1. Sale.** If the proposed transaction is a sale and if the notice of sale given by the Unit owner shall so demand, then within fifteen (15) days after receipt of such notice and information the Association shall deliver or mail by certified mail to the Unit owner and agreement to purchase the Unit concerned by a purchase 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:

**16.4.1.1.** 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.

**16.4.1.2.** 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 provide a purchaser upon the demand of the Unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval.

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

**16.4.2.1.** The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisals 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 by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

**16.4.2.2.** 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 Board of Directors shall fail to provide a purchaser as requires by this instrument or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Lee County, Florida, at the expense of the Unit Owner.

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

**16.4.3.1.** 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 covenants and restrictions applicable to the condominium.

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

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

**16.4.3.4.** The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or association, or by his conduct in this condominium or other residences as a tenant, or owner;

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

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

**16.4.3.7.** All assessments and other charges against the unit have not been paid in full.

If the Board disapproves a prospective transfer on the grounds for disapproval set forth above, the Association shall have no duty to purchase the unit or furnish an alternate purchaser, and the transaction shall be made.

**16.5. 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.

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

**16.7. Maximum Number of Units Owned.** In order to impart a continuity of residence, limit acquisition of Units primarily for institutional or commercial investment purposes, inhibit transiency, avoid the deleterious effects of financial delinquency of a Unit Owner of a large block of Units, and safeguard property values, no natural person or artificial entity (including, but not limited to, corporations, limited liability companies, partnerships, or trusts), or any officer, director, member, manager, shareholder, general partner, limited partner, beneficiary, trustee, or principal thereof, may hold a legal, equitable or contractual interest in more than two (2) Units within the Punta Rassa Complex (all four Condominiums) at the same time. Neither shall any artificial entity which has officers, directors, shareholders, members, managers, beneficiaries, trustees, or similar persons, in common with any other artificial entity ("affiliated persons or entities"), or individual Unit Owner, as determined in the sole discretion of the Board, hold an interest in more than two (2) Units within the Punta Rassa Complex (all four Condominiums) at the same time. Further, no person who is related to an Unit Owner (by blood, marriage or adoption) or who has contractual relationships (whether written or verbal) with another Unit Owner involving Unit ownership matters, shall be permitted to own a Unit, if same would exceed the two (2) Unit ownership limit, unless said person acquires and actually uses said Unit as a bona fide residence for said person. Any person, entity or affiliated persons or entities owning two (2) Units must be the permanent occupant of one said Units and may rent the other (but may not rent the Unit specified for occupancy, including seasonal occupancy).

It is the intention of this clause that Unit Owners or financially related persons or entities shall only own a maximum of two (2) Units, shall reside in one of them, may rent the second Unit, and that blocks of more than two (2) Units shall not be owned by individuals, families, or artificial entities or related parties for investment/rental purposes. The restrictions contained in this section do not apply to an institutional mortgagee's security interest in Units, nor the ability of such institutional mortgagees to acquire title through foreclosure or deed of lieu of foreclosure but shall apply to any conveyance by such institutional mortgagee after acquisition of title by foreclosure or deed in lieu of foreclosure or otherwise. An institutional mortgagee shall mean any entity that regularly lends money for the financing of the acquisition of real property and is licensed or otherwise legally permitted to do so in the State of Florida. The Board may enact additional rules and regulations as may be necessary or desirable, as deemed by the Board, to clarify, interpret, apply or enforce this provision.

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

**17.1. Proposal of Amendments.** An amendment may be proposed by either a majority of the Directors or by twenty-five percent (25%) of the entire voting interests.

**17.2. 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."

**17.3. Notice.** Copies 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.

**17.4. Adoption of Amendments.** A resolution for the adoption of a proposed amendment may be adopted by a vote of sixty-six and two-thirds percent (66 2/3%) of the Voting Interests 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 sixty-six and two-thirds percent (66 2/3%) 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.

**17.5. Individual Condominium Amendments, Association-Wide Amendments.** The Board of Directors of the Association shall have the authority to determine whether to propose and/or apply proposed amendments to only this Condominium (i.e. "Individual Condominium Amendments"), or to all four Condominiums, (i.e. "Association-Wide Amendments"). In cases where the Board applies the amendment to all Condominiums, the term Voting Interest of the Association shall apply to all units operated by the Association, without regard to condominium by voting percentages and the like will be determined on a condominium by condominium basis. In all cases the final decision as to whether to apply "Individual Condominium" or "Association-Wide" applied to amendments of covenants and restrictions that are consistent with the operation of Punta Rassa as a Single development. Without limiting the generality of the foregoing and the Board's discretion, in general, matters such as the allocation of maintenance and repair responsibilities between the individual Unit Owner and the Association, which affect only the financial interest of the members of a particular Condominium, will be considered the type of amendment to be voted upon on an Individual Condominium amendment basis.

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

**17.7. Automatic Amendment.** Whenever Chapter 718, Florida Statutes (2010) Chapter 617, Florida Statutes (2010) or other applicable states 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. The Board of Directors, without a vote of the owners, may 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 718 of the Florida Statutes (2010), or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

**17.8. 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 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 unit owners approve the amendment.

**18. TERMINATION.** In addition to the provisions of Section 718.117, Florida Statutes (2010), as amended from time to time, the Condominiums may be terminated in the following manner:

**18.1. Owner Approval.** By the agreement of 100% of the owners in any Condominium and the holders of liens, or such other percentage as may be specified on the Act, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land. Terminations may also be effective when the property is not reconstructed after casualty, as provided in Article 12 hereof. The Termination shall become effective when such agreement has been recorded in the public records.

**18.2. Shares of Unit Owners After Termination.** After termination of any Condominium, the owners therein shall own the property as tenants-in-common in undivided shares, and the holders of mortgages and liens against the unit or units formerly owned by such owners shall have mortgages and liens upon the respective undivided shares of the owners. Such undivided shares of the owners shall be as set forth in Article 6 hereof. All funds of the Condominiums help by the Association, except for the reasonably necessary expenses of winding up, shall be disbursed to the unit owners and mortgages as their interest may appear in the shares set forth in Article 6. The costs incurred by the Association in connection with a termination of a Condominium shall be a Common Expense of the Condominium.

**18.3. Following Termination.** The property may be partitioned and sold upon the application of any owner in the affected Condominium. Provided, however, that if the Board of Directors following a termination determines to accept an offer for the sale of the condominium property, each owner in that Condominium shall, by his acceptance of a deed to his unit, be deemed to have granted power of attorney to the Board of Directors to execute such deeds and other documents required to effect sale. In such event, any action for partition shall be held in abeyance pending sale, and upon the consummation thereof shall be discontinued by all parties thereto.

## **19. CONDEMNATION.**

**19.1. 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.

**19.2. Determination Whether to Continue Condominiums.** Whether the condominiums will be continued after condemnation will be decided in the same manner as repair after casualty as set forth in Paragraph 13 hereof.

**19.3. Distribution of Funds.** If the Association is terminated after condemnation, the proceeds of all awards and special assessments shall be owned and distributed in the manner provided for insurance proceeds when a 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.

**19.4. 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.

**19.5. Units Reduced but Tenantable.** If the taking reduces the size of a unit and the remaining portion of the unit can be made tenantable, the awards for the taking of a portion of that unit shall be used for the following purposes in the order stated, and the following changes shall be affected in the condominiums.

**19.5.1 Restoration of Unit.** The unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the owner of the unit.

**19.5.2. 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.

**19.5.3. 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.

**19.6. Units not Tenantable.** If the taking of any unit so reduced the size of a unit that it cannot be made tenantable as determined by the Board or appropriate governmental agency, the award for the taking of the unit shall be used for the following purposes in the order states, and the following changes shall be affected in the condominiums.

**19.6.1. 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).



**19.6.2 Addition to Common Elements.** If possible and practical, the remaining portion of the unity shall become a part of the common elements and shall be placed in condition for use by all unit owners in the Condominium in the manner approved by the Board of Directors.

**19.6.3. Assessments.** If the amount of the award for 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 in the affected Condominium who will continue as owners of any unit after the changes in the condominiums effected by the taking. The assessments shall be made in proportion to the shares of those owners in the common elements after the changes effected by the taking.

**19.7. Taking of Common Elements or Association Property.** Awards for the taking of common elements shall be used to make the remaining portion of the common elements or Association Property usable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the unit owners in the shares in which they own common elements (or on a 1/194 basis as to Association Property) after adjustment of these shares on account of the condemnation, if a unit is mortgaged, the remittance for Common Element purposes shall be paid jointly to the owner and mortgagee(s) of the unit.

**19.8. 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.

## **20. COMPLIANCE AND DEFAULT.**

**20.1. Duty to Comply; Right to Sue.** Each unit owner, his tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, this Declaration, and the documents creating the Association, the By-Laws and the Rules and Regulations. 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:

**20.1.1.** The Association;

**20.1.2.** A unit owner; or

**20.1.3.** Anyone who occupies a unit as a tenant or is a guest in a unit.

**20.2. Waiver of Rights.** The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the condominium documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived if the waiver would adversely affect the rights of the owner or defeat the purpose of the provision, except that unit owners or Directors may waive notice of specific meetings as provided in the By-Laws.

**20.3. Attorney's Fees.** In any legal proceeding arising out of an alleged failure of a unit owner tenant, guest, 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 costs and expenses of the proceeding and a reasonable attorney's fee before trial, at trial and on appeal. The Association may also recover attorney's fees or incurs because of noncompliance with the condominium documents in cases where no court action is filed including, but not limited to, arbitration and pre-litigation fees incurred in the collection of delinquent assessments, and fees reasonably uncured by the Association in obtaining compliance with the Condominium Documents. Said costs and fees shall be secured by a lien for charges, as provided in Article 10.8 hereof.

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

**20.5. Notice of Lien or Suit.**

**20.5.1. 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.

**20.5.2. 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, such notice to be given five (5) days after the unit owner receives actual knowledge thereof.

**20.5.3. Failure to Comply.** Failure of an owner to comply with this Section 20.5 will not affect the validity of any judicial law suit, however, the failure may render the owner liable to any party injured by such failure.

**21. ADDITIONAL BOARD AUTHORITY.** In addition to Board authority granted by law and the Condominium Documents, the Board shall have the following power and authority after a casualty:

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**21.1.** To determine after a casualty whether the units can be safely occupied, which decision shall not be conclusive as to the determination of tenant ability.

**21.2.** To declare any portion of the Condominium Property or Association Property unavailable for occupation by owners, tenants, or guests after a casualty, including during the rebuilding process. Such decision by the Board shall be made only if necessary to protect the health, safety, or welfare of the Association, owner's tenants, or guests.

**21.3.** To mitigate damage and take action to prevent the spread of fungus (mold, mildew, etc.) 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 store 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.

**21.4.** 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, dry-out of units and replacement of damaged air conditioners when necessary to provide climate control in the units.

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

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

**21.7.** To hold Board 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.

**21.8.** To change or postpone the annual meeting 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.

**21.9.** To use reserve funds to meet Association needs and use reserve funds as collateral for Association loans.

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

**21.11.** 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.

## **22. MISCELLANEOUS PROVISIONS.**

**22.1.** The covenants and restrictions as herein contained, or forming a part of the Condominium Documents, shall be deemed to run with the land.

**22.1.** 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, the validity of the remainder of said condominium documents shall remain in full force and effect.

**22.3.** These Condominium Documents shall be binding upon the heirs, nominees, successors, administrators, executors and assigns of all unit owners.

**22.4.** All notices shall be given as provided in the By-Laws.

**22.5.** **There shall be no limitation upon sale, lease or occupancy of any unit based upon race, creed, color, sex, religion, national origin, handicap or familial status. The Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Condominium Documents, when necessary to afford handicapped individuals the opportunity to enjoy the condominium premises.**

**22.6.** The Developer granted to each owner a non-exclusive easement for streets, walks and other rights of way serving the unit as part of the common elements. All liens and leaseholds shall be subordinate and subsequent to the rights of easement herein to each unit owner.

**22.7.** All persons joining this Declaration subjects his interest to the provisions of this Declaration and the provisions of Chapter 718, Florida Statutes, as now or hereafter amended

**22.8.** In the event of a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act, Chapter 718, Florida Statutes, shall control. In the event of a conflict between this Declaration and the Condominium Documents, same shall be governed as provided in the By-Laws.

**22.9.** The Board of Directors of the Association shall be responsible for interpreting the provisions of this Declaration and of any exhibits attached hereto.

**EXHIBIT B**  
**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**  
**OF PUNTA RASSA CONDOMINIUM ASSOCIATION, INC.**

**SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION-**  
**SEE CURRENT AMENDED AND RESTATED ARTICLES**  
**OF INCORPORATION FOR CURRENT TEXT**

These are the Amended and Restates Articled of Incorporation for Punta Rassa Condominium Association, Inc. originally filed with the Florida Department of State the 7<sup>th</sup> day of April 1981, under Charter Number 757445. Matters of only historical interest have been omitted, Amendments included have been added pursuant to F.S. 617.

**1. NAME.** The name of the corporation shall be PUNTA RASSA CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", The Declaration of Condominium as "Declaration", these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws".

**2. PURPOSE.** The purpose for which the Condominium Association is organized is to manage, operate and maintain four condominiums known as Punta Rassa Condominium, Phase One; Punta Rassa Condominium, Phase Two; Punta Rassa Condominium, Phase Three; and Punta Rassa Condominium, Phase Four and certain Association Property, including recreational facilities. Said Condominiums shall be operated on a not-for-profit basis for the mutual use, benefit, enjoyment and advantage of the individual residents of said Condominiums; to make such improvements, additions and alterations to said Condominiums as may be necessary or desirable from time to time as authorized by the respective Declarations of said Condominiums and the By-Laws of the Association; to purchase and own real or personal property; and to conduct and transact all business necessary and proper in the management, operation and maintenance of said Condominiums; all as agents of the Owners of the Condominium Parcels of the said Condominiums.

**3. DEFINITIONS.** The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of the Condominium recorded in the Public Records of Lee County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

**4. POWERS.** The powers of the Association shall include and be governed by the following:

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(Amended and Restated Articles of Incorporation)

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**4.1 General.** The Association shall have all of the Common law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles or of the Act.

**4.2 Enumeration.** The Association shall have all the powers and duties set forth in the Act and as it may be amended from time to time, except as limited by the Declaration of Condominium, as it may be amended from time to time, these Articles and as they may be amended from time to time, the Bylaws and as they may be amended from time to time, including but not limited to the following:

**4.2.1** To Make and collect assessments and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

**4.2.2** To buy, ow, operate, lease, sell and trade both real and personal property as may be necessary or convenient in the administration of the Condominiums or Association Property.

**4.2.3** To maintain, repair, replace, reconstruct, add to, and operate the Condominium Property, Association Property or any other property acquired or leased by the Association for use by Unit Owners.

**4.2.4** To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its Officers, Directors, and members as Unit Owners.

**4.2.5** To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and Association Property for the health, comfort, safety and welfare of the Unit Owners, and for the administration of the Association.

**4.2.6** To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of units as may be provided by the Declaration.

**4.2.7** To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the Rules and Regulations foe the use of the Condominium Property and Association Property.

**4.2.8** To contract for the management of the Condominiums and Association Property and any facilities used by the Unit Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those which require specific approval of the Board of Directors or the membership of the Association.

**4.2.9** To employ personnel to perform the services required for proper operation of the Condominiums and the Association.

**4.2.10** Make contracts and incur liabilities, borrow money at such rates of interest as the corporation 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.

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**4.3 Condominium Property.** All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws.

**4.4 Distribution of Income.** The Association shall make no distribution of income to its members, directors or officers.

**4.5 Limitation.** The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the By-Laws.

**5. MEMBERS.** The members of the Association shall consist of all the record owners of units in the Condominiums, and after termination of the Condominium or Condominiums shall consist of those who were members at the time of the termination and their successors and assigns.

**5.1 Assignment.** The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner as an appurtenance to the Unit for which that share is held.

**5.2 Voting.** On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one unit shall be entitled to one vote for each Unit owned, subject to the procedure contained in the Condominium Documents.

**5.3 Meetings.** The By-Laws shall provide for an annual meeting of members and shall make provision for regular and special meetings of members other than the annual meeting.

**6. TERM OF EXISTENCE.** The Association shall have perpetual existence.

**7. OFFICERS.** The affairs of the Association shall be administered by the Officers designated in the By-Laws. The Officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of Officers, for filling vacancies, and for the duties of the Officers.

**8. DIRECTORS.**

**8.1 Number and Qualification.** The property, business and affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the By-Laws, but which shall consist of not less than three (3) Directors

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**8.2 Duties and Powers.** All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

**8.3 Election; Removal.** Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner by the By-laws.

**9. BYLAWS.** The By-Laws of this Corporation may be altered, amended or repealed in the manner provided in the B-Laws.

**10. AMENDMENTS.** The Articles may be amended in the following manner:

**10.1 Proposal of Amendments.** An amendment may be proposed by either a majority of the Directors or by twenty-five percent (25%) of the voting interests.

**10.2 Proposed Amendment Format.** Proposals to amend existing Articles of Incorporation 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 ARTICLE \_\_\_\_\_. SEE ARTICLE NUMBER \_\_\_\_\_ FOR PRESENT TEXT."

**10.3 Notice.** Copies 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 sixty-six two-thirds percent (66 2/3%) of the voting interests of the Association present, or by the written agreement of sixty-six two-thirds percent (66 2/3%) of the entire voting interest. 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 and filed with the Secretary of State according to law.

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**10.6 Automatic Amendments.** These Articles shall be deemed amended, if necessary, so as to make the same consistent with provisions of the Declaration of Condominium. Whenever Chapter 718, Florida Statutes (2010) Chapter 617, Florida Statutes (2010) 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 Articles, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the owners, may adopt by majority vote, amendments to the Articles as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes (2010), 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 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 unit owners approve the amendment.

**11. REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT.** The registered office address and the name of the registered agent of the corporation shall be as determined by the Board of Directors from time to time.

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**EXHIBIT C**  
**SECOND AMENDED AND RESTATED BY-LAWS**  
**OF**  
**PUNTA RASSA CONDOMINIUM ASSOCIATION, INC.**  
**SUBSTANTIAL REWORDING OF BY-LAWS-**  
**SEE CURRENT BY-LAWS FOR CURRENT TEXT**

**1. IDENTITY.** These are the Second Amended and Restated By-Laws (hereinafter “By-Laws”) of Punta Rassa Condominium Association, Inc., a Florida not-for-profit Corporation formed for the purpose of administering Punta Rassa Condominium Phase One; Punta Rassa Condominium Phase Two; Punta Rassa Condominium Phase Three; and Punta Rassa Condominium Phase Four (hereinafter “the Condominiums”) which are located at 15008 Punta Rassa Road, Fort Myers, Lee County, Florida, upon the lands described in the Declarations of Condominium.(The corporation may hereafter be referred to as the “Association.”)

**1.1 Office.** The office of the Association shall be at 15008 Punta Rassa Road, Fort Myers, Florida 33908, or such other location within Lee County, and may from time to time be determined by the Board of Directors.

**1.2 Fiscal Year.** The fiscal year of the Association shall be January 1 through December 31, 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 By-Laws shall have the same meaning, to the extent applicable, as set forth in the Articles of Incorporation for the Association, the Combined, amended and restated Declaration of Condominium for the Condominiums and the Florida Condominium Act (Chapter 718, Florida Statutes), 2006, all as amended from time to time.

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## **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 on the date and tie determined by the Board for the purpose of transacting any business authorized to be transacted by the members. The Board shall be able to move the annual meeting to a later month (i.e. move the meeting from November of one year to February of the next year) in order to hold the meeting at a time when more Owners are in residence, even if doing so will mean that a period of more than one year will pass between annual meetings.

**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 within a reasonable time of receipt of written notice from 25% of the Voting Interests of the Association (or 25% of the Voting Interests of the Condominium, where appropriate). 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 Chapter 718.112(2)(k), Florida Statutes (2010), as amended from time to time.

**2.3 Notice of Members' Meetings.** Notice of annual members' meetings, stating the time, place, and purpose(s) of the meeting, shall be sent to each unit owner by United States regular mail, unless waived in writing, at least thirty (30) days prior to the meeting. Notice of special meetings shall be sent fourteen (14) days prior to the meeting. Hand delivery is acceptable where permissible by law. Any members' meeting or election at which one or more Directors are to be elected must be noticed as provided for in Section 2.4 next following. An officer of the Association or other person providing notice shall execute an affidavit of mailing per Chapter 718.112(2)(d)(2), Florida Statutes (2010), as amended from time to time, 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 shall be posted at a conspicuous location, designated by Board resolution, on the Condominium Property.

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.

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**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 unit owner 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 30 days before the election, the Association shall mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a written ballot which shall include an information sheet (if provided by the candidate), no larger than 8 ½ 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 of the Association 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 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 candidate=s shall automatically become members of the Board after the annual meeting.

**2.4.4** It is the intention of this Article 2.4 to “opt out” of the statutory election procedures found at Chapter 718.112(2)(d), Florida Statutes (2010). To this end, the Board may establish additional election rules as it deems appropriate to ensure a fair election process. Substantial compliance with these By-Laws relative to election procedures is sufficient.

**2.5 Quorum/Voting.** A quorum at members’ meetings shall consist of persons entitled to cast a majority of the Voting Interests of the Association (for a majority of the Voting Interests of the Condominium, as appropriate). 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 proposes except such decisions as may by Chapter 718 or the Condominium Documents require a larger percentage in which case the percentage required in F.S. 718 or the Condominium Documents.

**2.6 Indivisible Vote.** Each unit shall have one indivisible vote. If a unit is owned by a corporation, any offer may vote on behalf of said corporation. If a unit is owned by a partnership, any partner may vote on behalf of the partnership. If a unit is owned in trust, any grantor or beneficiary of a trust shall be entitled to vote. Any person asserting the right to vote on behalf of a said unit owned by an artificial entity shall be conclusively presumed to be entitled to vote on behalf of person entitled to vote. If a unit is owned by more than one person, any record owner can vote. If multiple owners or non-individual of a unit cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists.

**2.7 Proxies.** Votes may be cast in person or by proxy. 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.

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Except as specifically otherwise provided by law, unit owners may not vote by general proxy, but may vote by limited proxies substantially confirming to a limited proxy form adopted by the Division of Florida Land Sales, Condominiums 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 By-Laws; and for any other matter which Chapter 718 requires or permits a vote of the unit owners. 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 for other substantive changes to items for which a limited proxy is required and given. An executed telegram or cablegram appearing to have been transmitted by the proxy giver, or a photographic, photo static, facsimile, or equivalent reproduction of a proxy is a sufficient proxy. Owners may retroactively cure an 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.** 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, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

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

- 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** Proof of notice of the meeting or waiver of notice;
- 2.9.4** 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 in person or by proxy;
- 2.9.5** Disposal of unapproved minutes;
- 2.9.6** Reports of Officers;
- 2.9.7** Reports of Committees;
- 2.9.8** Unfinished business;
- 2.9.9** New business;
- 2.9.10** Election of Directors (who will be seated at the Board's organizational meeting following the annual meeting);

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### 2.9.11 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. Members may also consent in writing to action taken at a meeting, before or after the meeting, by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

**2.11 Class Quorums and Voting.** The unit owners in each of the four Punta Rassa Condominiums shall constitute a separate voting category and the membership of each category shall be entitled to vote upon matters having an effect solely upon its interests, as determined by the Declaration of Condominium. The Board of Directors shall, in all instances, determine which categories shall be entitled to vote upon matters, and the Board's determination shall be binding and final, provided, however, that the Board's determination must be made in good faith and have a reasonable basis.

## 3. BOARD OF DIRECTORS.

**3.1 Number, Term and Qualifications.** The affairs of the Association shall be governed by a Board composed of seven (7) Directors. All Directors shall be unit owners or the spouse of a unit owner. When a unit is owned by a corporation, a partnership, or similar entity, the primary occupant, as designated pursuant to the Combined, Amended and Restated Declaration of Condominium, and the spouse of the primary occupant shall be eligible for Board membership. A grantor of a trust described in Chapter 733.707(3), Florida Statutes (2010) or a beneficiary as defined in Chapter 737.303(4)(b), Florida Statutes (2010), and the spouses of such persons, shall be considered eligible for Board membership. Persons who are convicted felons, who have not had their civil rights restored, are not eligible to serve on the Board. All Directors will be elected for a Two (2) year term. It is the intention of these By-Laws that a staggered Directorate be maintained. To implement and maintain a staggered Directorate, the Board may hold seats in future elections open for one or two-year terms, when necessary or appropriate. In such cases, those receiving the higher number of votes shall be elected to the longer terms and when no election is held, the decision shall be made by agreement of the affected parties, or by lot. The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in the Condominium Act or resigns. Resignations of Directors are effective when received by the Association in writing unless a later date is stated. Notwithstanding the foregoing, the following shall not be eligible to serve as a member of the Board of Directors: (1) co-owners of a single unit, unless such owners fall under an exception set forth in Section 718.112(2)(d)(1), Florida Statute (2010), are disqualified pursuant to the terms of Section 718.112(2)9d09!0, including, but not limited to, a unit owner who is delinquent in the payment of any fine, regular assessment or special assessment to the Association.

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**3.2 Board Vacancies.** Vacancies in the Board of Directors occurring between annual meetings of members 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. Notwithstanding the foregoing, a Director shall be deemed to have vacated his position if such Director is more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association, or, in addition to all other reasons pursuant to Florida law for removal of a Director, such director is charged by information or indictment with a felony theft or embezzlement offense involving the association's funds or property.

**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.

**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 Section 2.3 of these By-Laws at least 48 continuous hours in advance of the meeting for the attention of unit owners, except in an emergency. Meetings at which a regular monthly or quarterly assessment is to be considered shall contain a statement that assessments will be considered and the nature of 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, shall be mailed or delivered to the unit owners and posted conspicuously as provided in Section 2.3 of these By-Laws not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by affidavit executed by the person giving notice and shall among the official records of the Association.

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**3.8 Owner Participation in Board Meetings.** Meetings of the Board of Directors at which a majority of the members of the Board are present, shall be open to all unit owners. The right to attend such 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 unit owner statements. Unless otherwise provided by the Board, each unit owner is entitled to speak for three minutes with reference to designated agenda items. Board meetings subject to the attorney-client privilege shall not be subject to unit owner observation.

**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 any Board member or the manager. A quorum at Directors' Meetings shall consist of a majority of the Directors. The acts approved by a majority of the entire Board of Directors present 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. Directors may not abstain from voting except in the case of an asserted conflict of interest. If at any meeting of the Board there be less than a quorum present, the Director(s) present 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 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, subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include, but not be limited to, the following:

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**4.1 To Assess.** The Directors shall adopt budgets and make and collect special 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 and Association 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 to interpret said Condominium Documents, and to interpret said Condominium Documents, as the final arbiter of their meeting.

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

**4.9 To Insure.** The Directors shall carry insurance for the protection of the Unit Owners and the Association, pursuant to requirements contained in the Declaration of Condominiums and Chapter 718 (2010), Florida Statutes, both as amended from time to time.

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

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

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**4.12 To Sue and Be Sued.** The Directors may bring and defend suits.

**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 to purchase, own, lease, convey and encumber real and personal property. The Directors grant 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 and 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 Section, 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 Section.

**4.15 To Levy Fines.** The Directors may, pursuant to Chapter 718.303, Florida Statutes (2010) impose fines against a unit not to exceed the maximum permissible by law, for failure to comply with the provisions of the Board policies and resolutions, the Condominium Documents, including the Rules and Regulations, and applicable laws by owners, occupants, licensees, tenants and invitees.

**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.

**4.15.2** The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing by being given notice of not less than fourteen (14) days. Notice shall be deemed effective when deposited in the United States Mail, certified, return receipt requested, to the address of the unit owner listed in the official records of the Association, and as to tenants, to the mailing address for the unit. Said notice shall include:

- 4.15.2.1** A statement of the date, time and place of the hearing;
- 4.15.2.2** A statement of the provisions of the Declaration, articles of Incorporation, By-Laws, Rules and Regulations, Board policies and resolutions or laws which have allegedly been violated; and
- 4.15.2.3** A short and plain statement of the matters asserted by the Association.

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**4.15.3** The party against whom the fine may be levied 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 other unit owners. If the Committee does not agree with the fine, the fine may not be levied. Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in 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 hearings), at trial, and on appeal. Unit Owners shall be jointly and severally liable for the payments of fines levied against tenants, guests, invitees or other occupants of a unit.

**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 the Chapter 718.103(6), Florida Statutes (2010), as amended from time to time, shall conduct their affairs in the same manner as provided in these By-Laws 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 unit owner's agreement to execute appropriate documentation regarding same.

**4.19 To Exercise Emergency Powers.** In the event of any "emergency" as defined in Paragraph 4.19.10 below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Section 617.0207, Florida Statutes (2010), and Section 617.0303, Florida Statutes (2010), 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 officers or authorize the officers to do so.

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**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 unit this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

**4.19.6** The Board may use reserve funds to meet Association needs and may use reserve funds as collateral for Association loans. By adoption of this provision, the owners specifically authorize the Board to use reserve funds for nonscheduled purposes in the event of an emergency pursuant to Section 718.112(2)(f)(3), Florida Statutes, as may be amended from time to time. 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 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 By-Laws shall incur no liability for doing so, except in the case of willful misconduct.

**4.19.9** These emergency By-Laws shall supersede any inconsistent or contrary provisions of the By-Laws during the period of the emergency/

**4.19.10** For purposes of this Section 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;

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**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 Unit Owners, the Condominium Property, or Association Property.

## **5. OFFICERS.**

**5.1 Executive Officers.** The executive officers of the Association shall be the President, one or more Vice Presidents, a Secretary, a Treasurer and such assistant officers as may be desired, 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. 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---Power 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.

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**5.6 Officers' Compensation.** Officers shall not be entitled to compensation for service as such but shall be entitled to reimbursement of 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), judgements, 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 has reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that he person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors and committee members as permitted by law.

**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 Section 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.** 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 By-Law, 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 the benefit of the heirs and personal representatives of such person.

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

**6.6 Amendment.** Anything to the contrary herein notwithstanding, the provisions of this Article 6 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

**6.7 Delegation.** To the extent permitted by law, the powers and duties of the directors and officers may be delegated for the purpose of management.

**7. MINUTES AND INSPECTION OF RECORDS.** Minutes of all meetings of unit owners 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 Chapter 718.111(12), Florida Statutes (2010), as amended from time to time, shall be available for inspection by unit owners and Board members at all reasonable times. Notwithstanding the foregoing, those records set forth in Section 718.111(12)(c), Florida Statutes (2010), shall be exempt from a Unit Owner's right of inspection. 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.** Shall be in accordance with the following provisions:

**8.1 Budget.** The budget shall be adopted by the Board. A proposed annual budget of common expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance and administration of the Condominium. The proposed budget may also include expenses of security, in-house communications, directors and officer's insurance, transportation services, bulk cable or master antenna television, and interior pest control, all of which are declared to be common expenses under these By-Laws. The proposed budget shall include reserves per Chapter (2)(f)(2), Florida Statutes (2010), as amended from time to time, the funding of which may be waived or reduced by the owners. Reserve funds and any accrued interest in 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 of the Condominium at a duly called meeting of the Association, or by the written approval of a majority of the Voting Interests of the Condominium. The budget will 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 assessment against the unit owners in any fiscal year or calendar year which exceed 115 percent of the assessment for the preceding year, the Board upon written application of 10 percent of the Voting Interests to the Board, shall call a special meeting of the Unit Owners within 30 days upon not less than 10 days' written notice to each unit owner.

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At the meeting, unit owners shall consider and enact a budget. The adoption of the budget requires a vote of not less than a majority vote of all the Voting Interests of the Association. The Board may propose a budget to the Unit Owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all the Voting Interests in writing, the budget is adopted. If a meeting of the Unit Owners has been called and a quorum is not attained, or a substitute budget is not adopted by the Unit Owners, 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 annual basis, or assessments for betterments to the Condominium Property or Association Property must be excluded from the computation.

**8.2 Mailing.** A copy of the proposed annual budget shall be mailed or hand-delivered to the Unit Owners 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.

**8.3 Assessments.** The annual shares of the Unit Owners 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 30 days thereafter. 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.** Assessments for common expenses which are not provided for and funded in the budget or an amendment to the budget may be made by the Board of Directors, and the time of payment shall be determined by them. Notice of the Board meeting at which such assessments shall be considered shall be posted and mailed to each unit owner 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 unit owners 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 unit owners. 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.

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**8.6 Liability for Assessments and Charges.** A Unit Owner shall be liable for all assessments and charges coming due while the owner of a unit, and such owner and owner's grantees or successors after a voluntary conveyance or other acquisition 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 are due. Where a mortgagee holding a first mortgage of record obtains title to a unit by foreclosure, such mortgagee and its successors and assigns shall only be liable for such unit's assessments, charges or share common expenses which became due prior to acquisition of title as provided in the Florida Condominium Act (2010), as amended from time to time.

**8.7 Liens for Assessments.** The unpaid portion of an assessment including an accelerated assessment which is due, together with all costs, interest, late fees 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.

**8.8 Liens for Charges.** Unpaid Charges due to the Association together with costs, interest, late fees 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 thirty days after the date due shall not bear interest, but all sums not paid on or before thirty 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 late, or the maximum late fee permissible by law. All payments upon account shall be first applied to interest, then the late fee, then to any costs and reasonable attorney's fees incurred and then to assessment payment first due.

**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 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, Charges, interest, late fees, costs and attorney's fees have been paid in full. The Association must deliver or mail by certified mail to the unit owner a written notice of its intention to foreclose the lien as provided by law.

**8.11 Accounts.** All sums collected from assessments or charges shall be credited to accounts from which shall be paid the expenses for which the respective assessments or charges are made.

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**8.12 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 private insurance such as insurance placed through the Society Investor Protection Corporation (SIPC), as shall be designated by the Board of Directors. Alternatively, the Association may deposit funds with brokerage houses or institutions which are members of the National Association of Securities Dealers, Inc. and insured by SIPC or equivalent industry 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.

**8.13 Commingling of Funds.** All funds shall be maintained separately in the Association's name. no community association manager or business entity required to be licensed or registered under Chapter 468.432, Florida Statutes (2010), 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 finds of any other condominium association or community association as defined in Chapter 468.431, Florida Statutes (2010), 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.

**8.14 Financial Reports.** A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with Chapter 718.111(13), Florida Statutes (2010, as amended from time to time, as determined in the Rule adopted by the Division of Florida Land Sales, Condominium and Mobile Homes based upon the amount of the Association's budget from time to time.

**8.15 Fidelity Bonding.** The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in Chapter 718.112(2)(j), Florida Statutes (2010) as amended from time to time, 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. In the case of a licensed manager, the cost of bonding may be reimbursed by the Association as the parties may agree, all persons providing management services to the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured said policy.

**9. PARLIAMENT RULES.** Robert's Rules of Order (latest edition) shall be used as a guide in the conduct of members' meetings, Board meetings and committee meetings to ensure fairness, impartiality and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted in accordance with these By-law and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings unless he or the Board of Directors designates a third person, as Parliamentarian, shall be binding unless contrary to law.

**10. BY-LAW AMENDMENTS.** Amendments to the By-Laws shall be adopted in the following manner:

**10.1 Proposal of Amendments.** An amendment may be proposed by either a majority of the Directors or by twenty-five percent (25%) of the entire voting interests.

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**10.2 Proposed Amendment Format.** Proposals to amend existing By-Laws 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 BY-LAWS. SEE BY-LAW NUMBER \_\_\_ FOR PRESENT TEXT."

**10.3 Notice.** Copies 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 sixty-six and two-thirds percent (66 2/3%) 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 sixty-six and two-thirds percent (66 2/3%) 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 on the Lee County Public Records according to law.

**10.6 Automatic Amendment.** These By-Laws 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 Chapter 418, Florida Statutes (2010) Chapter 617, Florida Statutes (2010) or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent requirements. The Board of Directors, without a vote of the owners, may adopt by majority vote, amendments to these By-Laws as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617 and 718 of the Florida Statutes (2010), 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 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 unit owners approve the amendment.

## **11. DISPUTE RESOLUTION.**

**11.1 Mandatory Arbitration.** If unresolved, disputes between the Board and unit owners as defined in Chapter 718.1255(1), Florida Statutes (2010), as amended from time to time, 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.

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**11.2 Unit Owners Inquiries.** When a unit owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the unit owner 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 of Florida Land Sales, Condominiums and Mobile Homes. 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 unit owner 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 unit owner or other party as maybe 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 those By-Laws and the Condominium Documents.

**12.1 Conflicts.** The term "Condominium Documents", as used in these By-Laws and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, these By-Laws, the Rules of Regulations of the Association, the Surveyor's Plat, 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 languages in any of the other Condominium Documents the following priorities shall control:

1. Declaration of Condominium;
2. Articles of Incorporation;
3. By-laws; 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 constructed to include all genders and encompass the plural as well as the singular.

**12.3 Severability.** In the event that any provisions of these By-Laws are deemed invalid, the remaining provisions shall be deemed in full force and effect.

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# PUNTA RASSA CONDOMINIUM ASSOCIATION, INC.

## RULES AND REGULATIONS

### 1. Signs

No signs, banners, billboards or advertisements of any kind, including, without limitations, those of Realtors, Politicians, Contractors or Subcontractors, shall be erected or displayed anywhere within or upon the community, including in windows and on motor vehicles, unless approved, in writing, in advance, by the Association's Manager. Notwithstanding the foregoing, three (3) "Open House" signs that comply with the following are permitted upon 24 hour advance notification to the manager that an open house has been scheduled. Call (239) 466-9148 or (239) 222-6061

#### General Provisions

- A. "Open House" signs may be displayed during daylight hours only, and must be removed by no later than sunset on these permitted days.
- B. No "Sale Pending", "Sold", "Under Contract", or signs of similar import shall be allowed.
- C. "Take One" sleeves and/or containers of similar import and "eye-catcher" material such as balloons, ribbons and/or banners indicating that the Unit is for sale or that there is an open house are prohibited.
- D. The front door to the building may NOT be propped open.
- E. There will be no taping of signs or notes on the buildings, the doors or the elevators.
- F. There will be no literature placed in the lobbies of the buildings.
- G. The sign shall only display "Open House" with arrow, the telephone number and the name of the Realtor and Real Estate Company listing the property, if any.
- H. One unit key combination lock will be allowed to be attached to the unit entry door only. If the lock is too big to fit on the entry door, approval to place on the walkway railing is needed by the Association Manager.

### 2. Notices

Written communications such as personal notices and petitions can be posted on the bulletin board at the Gazebo. Such postings must be signed by the author and indicate the building and unit number of the author. Since the bulletin boards are behind glass, notices must be presented to Management for approval.

### 3. Garbage and Trash

Disposition of garbage and trash shall be only by the use of trash chutes on each floor by the elevator or by the use of recycling receptacles supplied by the Association located in parking areas under the buildings. All boxes must be broken down before depositing in containers. All trash must be securely tied in plastic bags.

#### 4. Common Areas: Elevators, Walkways and Stairways

Common walks, elevators, hall walks and other common areas shall not be obstructed, littered, defaced or misused in any manner; and balconies, porches, terraces and stairways shall be used only for the purposes intended. They shall not be used for hanging garments or other objects or for cleaning of rugs or other household items; the color and type of screening may not be changed. Common elements shall be available for use by all condominium owners without discrimination.

#### 5. Antennas/Satellites

No television, radio, satellite, or other antenna or satellite system may be installed on the Common Elements by any person other than the Association, except as provided herein. Certain television, satellite, or other antenna systems may be erected or installed on condominium property subject to compliance with the following requirements:

Permitted antennas include (collectively hereinafter referred to as "antennas")

- Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.
- Multi-channel, multipoint distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement.

- A. Location of Antennas.** Antennas are only permitted to be installed in exclusive use areas, such as limited common element balconies. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal. Antennas may not extend beyond the plane of the imaginary line running from the edge of the balcony ceiling to the balcony floor, bounded on the side by the vertical balcony walls.
- B. Prohibited from Making Holes in Walls.** Holes (whether through drilling, nails or screws, or otherwise) are not permitted in structural portions of the building (including but not limited to concrete, masonry, block, stucco, fascia, soffits, windows, window frames, doors, door frames, and the like) without prior written approval of the Board of Directors. It is the intent of this requirement to ensure that the structural integrity of the building (including but not limited to its water-proofness) is not compromised by the installation of antennas.
- C. Color and Screening of Antennas.** All antennas shall be painted to blend into the background against which it is mounted, so long as the paint will not interfere with an acceptable quality signal.
- D. Safety Requirements.** To safeguard the safety of the unit owners, occupants of the residence in which the antenna is located, neighboring unit owners, and other owners and members in the condominium, it shall be the obligation of the owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any is so required, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antennas manufacturer, and in accordance with the customs and standards for the antennas industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna. Antennas shall be properly secured and installed so as to cause no damage to the building, such as compromise of its water-proof integrity. Unit owners shall indemnify the Association for any loss or damage (including attorney's fees) occasioned by non-compliance with these

obligations. A unit owner shall indemnify and hold harmless the Association, and all other unit owners, for any damage that an antenna causes to the condominium property or to persons or other property.

## **6. Renting Policy**

Entire condominium units may be rented provided the occupancy is only by the lessee and his family, their servants and guests, and no transient tenants may be accommodated or timesharing. All leases shall be for a minimum of thirty (30) days or one calendar month, whichever is less. Pets may be kept or harbored in any condominium unit by a tenant who leases a unit for six (6) months or more with prior written permission of the owner and the prior written approval of the Association acting through its Board of Directors. No tenant who leases a unit for less than six (6) months shall keep or harbor a pet. No guests (of owners or renters) may harbor a pet in a condominium. See additional pet rules below. ALL PETS MUST BE REGISTERED AT THE ADMINISTRATION OFFICE.

These rules and regulations shall apply equally to owners, their family, guests, and lessees.

## **7. Noise and Disturbances**

- A. No owners shall make or permit any disturbing noises or improper, immoral or offensive use of the premises whether made by himself, his family, friends, servants, or lessees, nor permit anything to be done by such persons that will interfere with the rights and comforts of other residents.
- B. Noise levels of television sets, radios, record players and social gatherings shall not be annoying to others whether occurring during the day or night on any property within the condominium boundaries.

## **8. Outdoor Cooking/Open Flame Cooking**

No cooking of any kind is allowed on porches, balconies, or walkways. Charcoal and gas grills are provided near the gazebo at the swimming pool.

## **9. Owners Responsibility for Interior Maintenance**

Association employees are not responsible for the interior maintenance within any unit unless it involves an Association responsibility.

## **10. Unauthorized Use of Amenities**

No unauthorized person may use the amenities, including but not limited to the pool, spa, tennis courts, fishing pier, shuffleboard courts, etc. A host owner/tenant must be in residence and on the condominium premises when a non-overnight guest is using any of the amenities. Except for family members, prior Board approval is required for more than four (4) guests.

## **11. Installation of Curtains, Blinds, Awnings and Glass**

No curtain, blind, awning or glass, etc., shall be installed on any porch or balcony without prior approval of the Board of Directors. An owner shall not individually paint or otherwise decorate or change the appearance of any portion of the exterior of the building; such changes shall first require the approval of the Board of Directors.

## **12. Structural Changes to Units**

- A. **No structural changes or alteration shall be made in any unit without prior approval or the Board of Directors** and no changes shall be made which adversely



affect the structural soundness of the building in which the condominium is located. "Unit Modification" forms are required for all work done in units and may be obtained at the office or from the association website at [www.puntarassa.org](http://www.puntarassa.org).

- B. Installation of Tile or other Hard Surface Flooring** in the living, dining, kitchen, bedrooms and lanais requires installation of a sound barrier system in conjunction with the tile as specified in the Declaration of Condominium. Contractors and installers must meet with the Association Manager to obtain specifications for materials to be used. Unit Modification forms must also be filled out and submitted to management for approval before any work commences.
- C. Installation of Windows, Shutters, Toilets and Air Conditioners**
  - Installation of the above items have separate requirements that are available in printed form in the administration office.

### **13. Screen/Storm Doors**

Screen/Storm Doors are permitted on the front doors of units at the owner's expense. Owners must maintain such doors, closers, screens, frames etc. at their expense. The doors must be bronze in color and conform to Board Policy. The Board of Directors has the right to inform an owner if a screen door is in need of repair and to perform the repair/replacement, if necessary, and charge the owner for the expense. Owners shall not put additional ornamental screening devices on the exterior of the buildings to match their screen doors.

- Specifications and ordering information is available at the office.

### **14. Children on the Property**

The activities and behavior of all children when upon the condominium property shall be monitored and regulated by an adult.

### **15. Hot Water Heaters**

All owners are required annually to insure that hot water heaters and A/C drain lines are clear and unobstructed. Hot water heaters must be replaced every ten (10) years. Proof of compliance must be provided to the Board of Directors.

### **16. Sales and Leases**

As required in the Declaration, leases and sales of units require approval of the Board of Directors. The cost of the Request to Purchase Application is a non-refundable fee of \$150.00. The cost of the Consent to Background Check for purchasers or renters of six (6) or more months is a non-refundable fee of \$150.00 (per-person if not related) according to the names on the purchase agreement or lease application. If a Condo questionnaire is to be completed by the Association office, there is a nonrefundable fee of \$150.00 for completion. Contact the Association Office for additional information.

### **17. Fishing Pier**

This pier has a blanket license allowing residents and their guests to fish without obtaining individual licenses. The license applies to the octagon dock only.

- A. Closed from 10:00 PM to 6:00 AM.
- B. No unsafe activities, bare foot, loud noise, loud music or horseplay.
- C. No pets or harassment of birds and wildlife.
- D. No children without an adult.
- E. Fish cleaning is restricted to the "fish cleaning table" on the Fishing Pier in front of Building 3.
- F. Closed during lightning storms and sever weather.

## 18. Pool and Spa Rules

- A. Regular Pool and Spa Hours: 8:00 AM to 10:00 PM.
- B. Special Adult Period Only: 8:00 AM to 9:00 AM and 5:00 PM to 6:00 PM.
- C. NO lifeguard on duty. Use pool at your own risk.
- D. Shower before entering pool or spa.
- E. NO glass containers permitted in Pool and Spa area.
- F. NO diving.
- G. NO running or horseplay on pool deck.
- H. NO coolers permitted on pool or spa deck.
- I. NO breakable containers or food in pool, spa or on concrete deck.
- J. NO raft, boats, toys, Frisbees or balls.
- K. NO radio or television without earplugs.
- L. NO child under 12 without an adult.
- M. Non-toilet trained children or incontinent adults are NOT permitted in the pool or spa without training pants or rubber pants. NO disposable diapers are allowed in the pool or spa.
- N. Swim suits are required. No cut offs.
- O. Lounge chairs cannot be reserved.
- P. Beach Towels shall be used on lounges.
- Q. Smoking is prohibited in the Swimming Pool and Spa/Deck area, or the Gazebo. These areas are nonsmoking areas. Smoking is allowed elsewhere on the Common Elements/Association property, on outside uncovered areas. Smoking shall mean inhaling, exhaling, burning, carrying or possessing any lighted tobacco product, including cigarettes, "e-cigarettes," cigars, pipe tobacco and any other lighted tobacco product or other smoking material. This prohibition applies to all present and future unit owners, guests, tenants, visitors or other persons.

## 19. Gazebo Gatherings

- A. Requests to utilize the Gazebo area for personal functions must be made at least seven (7) working days in advance to the management office, in writing.
- B. Limit the number of guests attending to not more than fifty (50) people, including children.
- C. A fee of \$100.00 as a clean-up/damage bond is required to be refunded after inspection to make sure there is no damage or clean-up by maintenance required. Residents requesting use of the Gazebo for private use must sign a "hold harmless" agreement.
- D. All current Rules and Regulations will be applicable, especially concerning food and drinks in pool or on pool deck.
- E. The private function cannot interfere with the rights of other unit owners and tenants to utilize the pool and spa area.
- F. A posting of notices in all buildings to inform all residents that a private function will be occurring, which should include time and place, must be done BUT must first have approval from management.
- G. The invited guests must be informed prior to the private function that they must park in the guest parking area.
- H. Personal Liability Insurance Certificates may be required and in an amount to be determined by the Board of Directors. It must be submitted to the management office two weeks prior to the private function if alcoholic beverages are to be consumed.
- I. Clean-up of the area must be completed at the end of the private function and disposed of accordingly.

- J. Limit the number of hours for the function. No function is to be held beyond 10:00 PM (area must be cleaned up and vacated prior to that time).
- K. Excessive noise from radios, stereo systems or those in attendance will be cause to terminate the function.

## 20. Parking and Towing Rules

In compliance with Florida Statute 715.07, Vehicles Parked on Private Property, Towing, the Board of Directors of Punta Rassa Condominium Association, Inc., to ensure the enforcement to the Condominium Documents and for the security and harmony of all unit owners, adopts the following Parking and Towing Rules and Regulations:

- A. Only non-commercial vehicles may be parked in area designated for that purpose bearing current license plates.
- B. Parking shall be used exclusively for non-commercial vehicles with current registrations.
- C. Owners in Buildings Two and Three may not leave their cars parked (stored) under the buildings for more than fourteen (14) days when not in residence.
  - The intent of this fourteen (14) day limit is not meant to be violated by moving the car from one space to another after the initial fourteen (14) days.
  - Owners desiring to temporarily store their cars at Punta Rassa may do so in the long-term guest parking lot next to the dog park only (located West of Building Phase 1).
  - Because there are more owners on the property from November 15 through April 15, owners in Building 2 and Building 3 may not park more than one (1) vehicle per unit under the respective buildings. Because there are fewer owners on the property from April 16 through November 14, not more than two (2) vehicles per unit may be parked under the respective buildings.
- D. All vehicles parked on Condominium Association property shall at all times display a valid parking permit issued by the Association Manager and is to be displayed on the front dashboard.
- E. Permanent parking stickers will be issued to unit owners. If the owner has more than one car, a sticker will be issued for each car. However, only one vehicle shall be parked in any association designated parking space at the same time. A permanent parking sticker will be issued to renters who have a one (1) year lease.
- F. Building One and Building Four have assigned parking spaces and the owners or tenants must park in the assigned space. Parking spaces are designated (marked by the same number as the unit number). Parking permits must be obtained from the Association Office.
- G. Guest parking spaces are designated for the temporary parking of cars of nonresident persons visiting Unit Owners or Tenants for a period of not more than twenty four (24) hours. Visitors wishing to visit for more than twenty four (24) hours shall use the long term guest parking lot next to the dog park (located West of Building Phase 1).
- H. If an owner allows a third party to use their assigned space, the owner must submit a written notification to the Association Manager. At that time, the Manager will issue a temporary permit for the use of that space, which must be displayed on the dashboard of the vehicle.
- I. "Guest" parking spaces are limited and are to be used only by non-residents persons visiting an owner or tenant for not more than 12 hours collectively.
- J. All persons wishing to park motorcycles must do so in their unit's designated parking space and provide a piece of wood to be placed under the kickstand so as

to prevent the kickstand from penetrating the pavement. Only one motorcycle is allowed per unit parking space.

- K. Automobile covers are not permitted in any condominium parking areas.
- L. No boats, boat trailers, utility trailers, campers, commercial vehicles, recreational vehicles or any other items shall be stored in parking areas, nor outside of or protruding from designated storage areas without the consent and approval of the Association. The Board of Directors is empowered to remove any illegally parked vehicle with the expense of same chargeable to the vehicle owner and condominium owner, and such expense shall become a lien on the property and condominium.
- M. A written notice of violation will be placed on the vehicle informing the owner of the type of violation and the vehicle will be subject to towing.
- N. These Rules and Regulations shall apply equally to owners, their family, guests and lessees.
- O. All vehicles in violation of the above Rules and Regulations will be towed at the owner's expense without notice.

## **21. Pet Rules**

- A. A MAXIMUM OF TWO (2) PETS IS PERMITTED PER UNIT.
- B. NO PETS may be harbored in any condominium without prior WRITTEN CONSENT by the Board of Directors. Pet applications are available at the Association Office. Replacement of an approved pet must have prior written consent by the Board of Directors.
- C. Type of pet permitted with Board of Director's approval: dog, cat, fish or bird. No feral (wild) animals, reptiles, rodents or farm animals as pets.
- D. PETS MUST BE TAKEN TO THE PET WALK TO RELIEVE THEMSELVES. ALL DROPPINGS MUST BE PICKED UP IN A PLASTIC BAG AND PLACED IN THE PROVIDED RECEPTACLE.
- E. Pets are not allowed in the Gazebo, pool, spa, playground, shuffleboard court, fishing pier, octagon dock, long dock or tennis court areas. Pets are not allowed to harass birds and wildlife.
- F. The Board of Directors shall have the right to order the permanent removal of any previously approved pet in the event the pet creates a nuisance to other occupants. If legal relief is required to enforce a removal, the violator, tenant and/or owner shall be liable for any attorney fees, court costs and other expenses incurred by the Association
- G. Guests of owners or renters of six (6) months or more may harbor a pet in a condominium, however, the pet must be registered and the unit owner is ultimately responsible for compliance.
- H. Pets OUTSIDE of the condominium must be LEASHED or carried and under the direct control and in the presence of the unit owner or six-plus month renter. If the pet is taken off the leash while on the pet walk, it must be under the owner's or six-plus month renter's control at all times.
- I. No pet is allowed to roam, be fed or be tethered on the walkways of the buildings.
- J. No pets are permitted to enter the elevator with other occupants unless such occupants expressly approve.
- K. NO pet shall be allowed to make disturbing noises (e.g. barking dogs). NO pet shall be allowed if it has odors that are offensive to other owners.
- L. PET OWNERS ARE LIABLE FOR DAMAGE caused by their pets to person(s) or property including all attorney fees, court costs, etc.
- M. If the above Rules and Specifications are violated, penalties for the pet violation can range from a warning to REVOCATION OF THE PET PRIVILEGES. If it is

necessary for the Association to employ an attorney, the owners of the pet shall be responsible for all legal cost associated with the violation.

- N. All pets must be registered at the Association Office utilizing a form that may be found on the Association website at [www.puntarassa.org](http://www.puntarassa.org) or requested at the office, providing a picture of the animal and providing proof of current immunizations which include: (1) Rabies Shot, (2) DHPP Distemper Vaccine (3) Bordetella Vaccine and (4) Fecal Test.

Owners must sign an affidavit stating that they understand all the Rules pertaining to Section 21.

*Pet Rules amended at a Board of Directors Meeting on February 6, 2012 to add letter "O".*

## **22. Rules for Contractors and Moving Companies**

The following Rules and Specifications shall be adhered to by all contractors, moving companies, jobbers and delivery companies. The following shall be complied with but not limited to the Rules stated. The following Rules shall be in effect for all buildings, roads, grounds, associates attachments and any other structure owned and or operated by the Punta Rassa Condominium Association.

- A. Prior to commencing with any work, all contractors, jobbers or moving companies shall report to the Association Office. In no case shall any work be started without permission from Association Management.
- B. Individual condo owners must inform the Association Manager concerning any significant work to be performed in their units prior to its commencement.
- C. In as near as is practical, individual condo owners must inform the Association Office of their intention to move or receive any deliveries that require repeated or sustained elevator use. In addition, individual unit owners and renters who move themselves shall request the elevator to be locked out. All major moves or other operations that cause sustained elevator use shall require the use of protective blankets that will be installed by Association Maintenance personnel.
- D. Contractors, jobbers and moving companies, including individual owners or renters shall be responsible for storing, removing and handling of all materials and equipment. Any and all debris shall be removed from the condominium complex. If permission is granted for the use of an approved collection container, it shall be placed in an approved area only. Any clearing, cleaning up, removal or handling of any debris as caused by the aforementioned that results in additional work for in house personnel shall be billed to those parties responsible.
- E. In no instance shall any outside contractors, jobbers or moving companies use in-house shopping carts for the removal or disposal of debris.
- F. Contractors, jobbers and moving companies shall have all necessary licenses, permits, insurances and acknowledgements of the Association Manager, his office and/or associated personnel.
- G. Except in emergency conditions normal work hours shall not commence before 8:00 AM and shall stop at 5:00 PM on normal business days. No work shall be performed on hours and days outside the aforementioned including Saturdays, Sundays and legal holidays, said exceptions will require a special permit from the Association Manager.
- H. Contractors, jobbers, moving companies and individual owners or renters shall use only those elevators as assigned to them. In addition, any repairs to said elevators as caused by their misuse (ex: jamming doors or defeating proper operation by other means, resulting in repairs) shall be billed to those parties responsible.

- I. Contractors, jobbers and moving companies shall use or park in those areas assigned to them. In addition, they shall display a current parking permit issued by the Association Office.
- J. Contractors, jobbers, moving companies and individual owners or renters shall not use the clothing or shopping carts stored in the buildings for the extended periods as required by their contract work or for moving.
- K. Contractors, jobbers, moving companies, individual unit owners and renters shall be responsible for any damage or unapproved changes made to the common elements including all buildings, roads, grounds, associated attachments and any other structure as owned and operated by the Punta Rassa Condominium Association.

### **23. Smoking**

- A. Smoking is prohibited in the building elevators.
- B. To protect people from the hazards of second hand smoke, smoking is not permitted in the Swimming Pool and spa/deck area, or the Gazebo. These areas are nonsmoking areas. Smoking is allowed elsewhere on the Common Elements/Association property, on outside uncovered areas.
- C. Smoking shall mean inhaling, exhaling, burning, carrying or possessing any lighted tobacco product, including cigarettes, "e-cigarettes," cigars, pipe tobacco and any other lighted tobacco product or other smoking material. This prohibition applies to all present and future unit owners, guests, tenants, visitors or other persons.

### **24. Drones**

Drones, as defined by Section 934.50(2)(a), Florida Statutes (2017), and other remotely controlled flying devices (collectively "Drones") are prohibited from being operated over, on or in any portion of the Condominium Property, including but not limited to the Common Elements and Association Property, except that properly licensed Drones used lawfully by outside parties for commercial purposes may be operated within the Condominium Property. Drones used for recreational purposes and Drones which are not properly licensed and lawfully used for commercial purposes are prohibited in the Condominium Property.

### **25. Fining**

The Association in compliance with Florida Statutes 718.303 Obligations of Owners and Occupants, may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or invitee to comply with any provision of the declaration, the Association Bylaws, or reasonable Rules of the Association. A fine may not become a lien against a unit. A fine may be levied by the Board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee as provided in paragraph (b). However, the fine may not exceed \$100.00 per violation, or \$1,000.00 in the aggregate.

- (b) A fine or suspension levied by the Board of administration may not be imposed unless the Board first provides at least 14 days' written notice to the unit owner and, if applicable, any occupant, licensee, or invitee of the unit owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the committee does approve the proposed fine or suspension by majority

vote, the fine or suspension may not be imposed. If the proposed fine or suspension is approved by the committee, the fine payment is due 5 days after the date of the committee meeting at which the fine is approved. The Association must provide written notice of such fine or suspension by mail or hand delivery to the unit owner and, if applicable, to any tenant, licensee, or invitee of the unit owner.

**The following procedure was adopted by the Board of Directors regarding the issuance of fines:**

1. The Association Manager will notify the unit owner or its occupant, licensee, or invitee in person or by phone, email or First Class Mail as to their violation of the Rules or Declaration, and explain the consequence of a monetary fine or court action if not remedied except in instances where the Association Manager determines that advance notice is not appropriate or necessary, the Association Manager will notify the unit owner or its occupant, licensee, or invitee that they are being issued a fine for said violation.
2. Failure to reasonably comply, the Association Manager will proceed to bring the matter to a public meeting of the Board of Directors for determination of a fine and/or suspension.
3. If a fine is imposed, an amount of the fine will be \$100.00 per day that the violation is not remedied, not to exceed a maximum of \$1,000.00, or suspension of amenities.
4. The Board of Directors shall refer the matter to the Fining Committee who shall schedule a hearing as provided by the Florida Statute 718.303 to determine whether the fine and/or suspension shall be confirmed or rejected.
5. Once a Notice of Violation and potential fine is issued to the unit owner or its occupant, licensee, or invitee, it will contain a provision that the unit owner or its occupant, licensee, or invitee may pay a \$100.00 fine to avoid a Public Hearing.

**26. Entry and Access to Pool and Spa**

While the Association is not the insurer or guarantor of the safety or welfare of any owner, occupant or a user of any portion of the Condominium Property, the Board of Directors has determined that the following rules regarding pool and spa access are necessary, and will help the community adequately control and minimize trespassing.

1. The pool and spa are enclosed by a permanent fence. The entry gates are self-closing and automatically lock. Entry to the pool and spa gates is by electronic FOB (keyless entry device) only.
2. Entry FOBs will not be issued by the Punta Rassa Administrative Office for renters or guests. It is the owner's or the owner's designated representative's responsibility to provide the unit renter or guest with a FOB for entry to the pool and spa gates.
3. There is a \$20.00 replacement fee for each FOB. Check should be made out to Punta Rassa Condominium Association.
4. Persons entering or leaving the gates shall not prop gates open.
5. Upon the sale of a unit, the new owner(s) shall be made aware of this policy by the seller.
6. Vendors and Contractors are to report to the Punta Rassa Condominium Association Office to receive a CARD FOB, leaving their driver's license when checking-in. CARD FOBs shall only be used by Vendors and Contractors while providing services to the Association to the areas accessed by CARD FOB.
7. At the discretion of the Association Manager, a temporary entry card may be issued at a non-refundable fee of \$50.00.

## **27. Flags**

A unit owner may display one portable, removable United States flag in a respectful way. The United States flag can only be displayed on the lanai of the owner's unit 48 hours prior to Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day. The United States flag may be displayed only from sunrise to sunset unless properly illuminated, and illumination cannot interfere with any other unit owner's enjoyment of the premises or violate any association rules. The flags should not be displayed in inclement weather. The unit owner is liable and responsible for any damage or injury resulting from the display of their flags.

## **28. Owner Vehicle Keys**

The purpose of the rule is that when vehicles are left in the parking spaces if the vehicle has to be moved for any reason and the owner cannot be contacted or its agent, the vehicle will be towed at the owner's expense if the owner does not comply with this rule. Owners are required in their absence to notify the association office as to the availability of their vehicle key. The owner is to notify the association if they use a home watch service that has the key to their vehicle or if there is a key in their unit that the association can access.

Adopted and Approved: Annual Meeting, November 14, 2008

Re-Adopted and Approved: Board of Directors Meeting, December 29, 2010

Amended and Approved: Board of Directors Meeting, February 6, 2012

Amended and Approved: Board of Directors Meeting, March 21, 2012

Amended and Approved: Board of Directors Meeting, August 7, 2012

Amended and Approved: Board of Directors Meeting, September 19, 2012

Amended and Approved: Board of Directors Meeting, March 2, 2015

Amended and Approved: Board of Directors Meeting, October 9, 2018

Amended and Approved: Board of Directors Meeting, December 19, 2019

Amended and Approved: Board of Directors Meeting, November 11, 2020

*These Rules and Regulations will supersede all previous Rules and Regulations*



# Punta Rassa Condominium Non-Owner Occupancy Form

This form is for Short-term Renters (under six (6) months) and Guests

BLDG: \_\_\_\_\_ UNIT NO.: \_\_\_\_\_

TIME PERIOD OF OCCUPANCY: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

OCCUPANT(S): Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Number in Party (Maximum 6 including children): ADULTS: \_\_\_\_\_ CHILDREN (Under 12): \_\_\_\_\_

EMERGENCY CONTACT(S): Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

VEHICLE: Make/Model: \_\_\_\_\_ Year: \_\_\_\_\_

Color: \_\_\_\_\_

License Plate No.: \_\_\_\_\_

I, \_\_\_\_\_ Occupant of Unit No. \_\_\_\_ in Building \_\_\_\_, hereby acknowledge the Punta Rassa Condominium Association Rules and Regulations pertaining to occupancy and usage of the Condominium and Common Areas, including Rules and Regulations regarding prohibiting Pets for Short-term Renters and Guests.

\_\_\_\_\_  
Signature of Occupant

\_\_\_\_\_  
Date

I, \_\_\_\_\_ Owner of Unit No. \_\_\_\_ in Building \_\_\_\_, hereby grant access to my condominium at Punta Rassa Condominium Association for the Time Period of Occupancy identified above. I have made Occupant aware of all Punta Rassa Condominium Association Rules and Regulations pertaining to occupancy and usage of my condominium and common areas, including Rules and Regulations regarding prohibiting Pets for Short-term Renters and Guests. I accept full responsibility for any Occupant(s) in my condominium and am also responsible for any fines, vehicle towage fees, or other penalties that may be applicable to any Occupant(s) usage of my condominium and all common areas during the Time Period of Occupancy identified above.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association Manager

\_\_\_\_\_  
Date

This form is to be turned into the Punta Rassa Condominium Association Administrative Office upon arrival to obtain a Temporary Parking Pass.

## PUNTA RASSA CONDOMINIUM UNIT LEASE

THIS LEASE is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, the "Owner," whose address for service of notices and payment of rent under this Lease is: \_\_\_\_\_, and \_\_\_\_\_, the "Tenant."

IN CONSIDERATION of the following covenants, agreements and conditions, and subject to the terms and conditions in the Combined Amended and Restated Declaration of Condominium ("Declaration") of Punta Rassa Condominium Association, Inc. ("Association"), and exhibits attached hereto, the Association Rules and By-Laws, as enacted from time to time, and the consent of the Association Board of Directors, the Owner leases to the Tenant the following described premises: Bldg.\_\_\_\_Unit \_\_\_\_\_ ("Unit" or "leased premises"), including parking space \_\_\_\_\_(if applicable), and use of the common elements consisting of playground, pool, cabana, tennis court and fishing docks located within the Punta Rassa Condominium ("Condominium") Property.

LESSEE must go the Management Office to receive an Entry Card to access the building at a cost of \$5.00 each. The Entry Card will be date limited according to this lease.

1. TERM. The term of this Lease is for a period of \_\_\_\_\_ beginning on \_\_\_\_\_, 20\_\_\_\_ and ending on \_\_\_\_\_, 20\_\_\_\_. Any renewal or extension of this Lease is subject to Association approval.

2. RENT. Tenant shall pay to Owner for the term of the Lease a total rent of \$\_\_\_\_\_, payable in installments of \$\_\_\_\_\_, in advance, on the \_\_\_\_\_ day of each month, and taxes, if any. Owner acknowledges receipt from Tenant of \$\_\_\_\_\_ advance rent to be held by Owner and applied to the rental payments due for the \_\_\_\_\_ month of the term of this Lease.

3. OTHER COSTS. During the term of this Lease, Tenant agrees to be jointly and severally liable for any fines, penalties, and the like imposed on Owner, Tenant, or both because of any negligence, neglect, damage or default by Tenant.

4. SECURITY DEPOSIT. Owner additionally acknowledges receipt from Tenant of a security deposit in the amount of \$\_\_\_\_\_. In accordance with Section 83.49, Florida Statutes, the deposit shall be retained in a separate non-interest bearing account for the benefit of the Tenant, and will be returned to Tenant at the expiration of this Lease provided that all rent and other financial obligations have been paid, and all covenants, agreements and conditions in this Lease have been fully performed by the Tenant.

5. USE OF PREMISES. The leased premises shall be used as a private dwelling for the Tenant and Tenant's family of no more than six (6) people, consisting of adults and children. Tenant agrees not to use the leased premises, or permit the premises to be used, for any illegal, immoral or improper purpose, and not to create or permit to be made, any disturbance, noise, annoyance, or nuisance detrimental to the premises or to the comfort and peace of persons in the vicinity of the premises. In particular, Tenant's children shall not be permitted to play in the halls, lobbies, porches or stairwells, and in other common or limited common elements not set aside for recreation, or in any other way to annoy the residents of other units. Tenant shall comply with all written rules and regulations that the Association has enacted and shall hereafter enact.

6. PETS. Tenants with lease terms of less than six months are not permitted to have pets. For leases of six months or longer duration, Tenants who wish to keep a pet on the leased premises must have the

written consent of the Owner and the Association Board of Directors. Such pet must be registered with the Association Office, and proof of required immunizations provided.

7. UTILITIES. Tenant will be responsible for arranging in his/her own name and paying for all necessary utility and governmental services, with the exception of \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ which will be provided and paid for by the Owner.

8. CARE OF THE PREMISES.

(a) Repairs. Tenant at his expense, shall maintain the interior of the leased premises, furnishings, equipment, and fixtures in the same condition as they exist on this day, ordinary wear and tear excepted.

(b) Decoration/Alteration. Tenant will not paint, paper, decorate, alter, improve or change the interior of the Unit, including its keys and locks, without the proper written consent of the Owner. Tenant shall not make any changes to the exterior of the Unit or the Common Elements.

(c) Cleanliness/Waste. Tenant shall maintain the leased premises in a clean and safe condition; shall commit no waste; shall bring nothing to and do nothing on the premises that might unreasonably increase the danger of fire or other hazard on the premises, and shall pay the cost of repairing all damages to the leased premises and Condominium common elements, in excess of normal wear and tear, caused by the Tenant.

(d) Household Goods. Tenant acknowledges receipt of the articles described in this Lease or its attached schedule, in good condition, agrees to assume full responsibility for these articles and make good and repair any damage or deficiency thereto caused by the Tenant.

9. RIGHT OF ENTRY. Owner or his agent, and agents of the Association, may enter upon the leased premises without notice in emergencies, and at other reasonable times upon prior notice to the Tenant, to examine its condition in order to abate nuisances, prevent waste, make necessary improvements or repairs, to erect or post a "For Sale" sign, and to show the premises to prospective purchasers or tenants.

10. SUBORDINATION. Tenant hereby subordinates this Lease to Owner's existing or future mortgages, liens and encumbrances; and to the Association's assessment rights.

11. EMINENT DOMAIN. If all or any part of the premises shall be taken by right of eminent domain, so as to render the remaining part untenable, this Lease shall expire, and rent shall be pro-rated and apportioned as of the day Tenant moves out.

12. ABANDONMENT OF PREMISES. If Tenant renounces the Lease or abandons the leased premises, Owner may, at his option, obtain possession of the leased premises in any manner allowed or provided by law, and may at his option, as agent for Tenant, relent the leased premises for the whole or part of any part of the then unexpired term, and hold Tenant liable for any difference between the rent that would have been payable under this Lease and the net rent for such period realized by Owner, by means of such relenting. Personal property left on the premises by Tenant may be stored, sold, or disposed of by Owner, according to law.

13. DESTRUCTION OF PREMISE. If the premises are damaged or destroyed by fire or other casualty, Tenant shall give Owner immediate notice of the occurrence. If the casualty has rendered the premises totally untenable and the casualty is not due to the negligence or fault of the Tenant, this Lease may be terminated by either Tenant or Owner upon written notice to the other and rent shall be apportioned as of the day Tenant moves out. If the casualty has tendered the premises partially untenable, and the casualty is not due to the negligence or fault of the Tenant, Owner will repair the premises within a

reasonable time after he receives the casualty insurance proceeds, with rent partially abated in the interim, in the proportion the damaged part of the premises bears to the entire premises.

14. ASSIGNMENT/SUBLETTING. Assignments of leasehold interests and subleasing are not permitted.

15. DEFAULT. If the Tenant fails to pay the rent or any costs, fees, taxes, charges and utilities as set forth above (with three (3) days' written notice), or if Tenant violates any of the covenants, agreements and conditions of this Lease, or of the Declaration, Association Rules or By-Laws, with such notice as required by Law, Tenant thereupon shall become a tenant at sufferance and Owner may, at his option, without waiving any other rights or remedies, employ all remedies allowed or provided by law and equity against Tenant to terminate the Lease, obtain possession, accelerate and collect unpaid rent, retain or claim against the security deposit, and obtain compensation for damages to the premises or its contents in excess of the security deposit.

17. CONSTRUCTION. The terms "Owner" and "Tenant" include the plural, either or both genders, the Tenant's family residing on the premises, and the invitees of Tenant and his family. This Lease binds and inures to the benefits of the Owner and Tenant and their heirs, beneficiaries, assigns, representatives and grantees.

18. WAIVER AND SEPARABILITY. The waiver of one breach of any term or condition contained in this Lease shall not be considered to be a waiver of any subsequent breach of that same term or condition or of any other term contained herein, and in the event that any portion of this Lease shall be held invalid, for whatever reason, then such invalidation of said portion shall not invalidate the remaining terms of the Lease and the same shall remain in full force and effect.

19. CHANGES TO THIS LEASE. This Lease contains the entire agreement between the parties and cannot be changed or modified except by a written instrument signed by Owner and Tenant.

20. ADDITIONAL TERMS/AGREEMENTS/CONDITIONS. "I certify that I have received a copy of the Association rules and regulations, have read them, and agree to abide by these rules. I understand that failure to do so will result in my eviction: \_\_\_\_\_.

Tenant(s) signature(s)

21. RADON GAS NOTIFICATION. Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

22. ASSOCIATION REMEDY IF OWNER BECOMES DELINQUENT: Pursuant to Chapter 718, during the term of this Lease, Owner and Tenant agree, if the Owner becomes delinquent in the payment of any sums and/or assessments due to the Association during the term of the Lease Agreement, upon written demand by the Association, Tenant shall pay directly to the Association rental payments due to the Owner. The Association shall be granted the full right and authority to demand and receive the entire rent due from the Tenant and deduct from the rent all assessments, interest, late charges and attorney's fees and costs, if any, due to the Association. The balance, if any, shall be forwarded to the Owner at such address as the Owner may designate in writing. At such time as the delinquency no longer exists, the Association shall cease the demand and payments shall again be made by the Tenant directly to the Owner. This right may be exercised by the Association at any time the Owner becomes delinquent. If the Tenant fails to make the rent payments to the Association, the Association may evict the Tenant.

IN WITNESS WHEREOF, the parties have executed this Lease on the date stated above.

WITNESS AS TO OWNER(S):

**OWNER(S):**

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

\_\_\_\_\_

Printed Name: \_\_\_\_\_

WITNESS AS TO TENANT(S):

**TENANT(S):**

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

\_\_\_\_\_

Printed Name: \_\_\_\_\_