

# EXHIBIT A

Prepared by and return to:  
Steven J. Adamczyk, Esquire  
Givode Adamczyk, DeBore & Cross, PLLC  
8950 Fontana Del Sol Way, First Floor  
Naples, Florida 34109

**CERTIFICATE OF AMENDMENT**

I HEREBY CERTIFY that the following Amended and Restated Declaration of Covenants, Conditions and Restrictions of La Peninsula, the Amended and Restated By Laws for The Club at La Peninsula, Inc. and the Amended and Restated Articles of Incorporation of The Club at La Peninsula, Inc. were duly adopted by the Association membership at a duly noticed Members' Meeting of the Association on the 18<sup>th</sup> day of August, 2015, as a duly noticed continuation of a meeting originally noticed for May 27, 2015. Said amendments and restatements were approved by at least two-thirds (2/3) of the voting interests of the Association.

The original Declaration of Covenants, Conditions and Restrictions for La Peninsula was recorded in Official Records Book 1218, at Page 770 et seq., of the Public Records of Collier County, Florida. The original Declaration was amended pursuant to that certain Amendment to the Declaration of Covenants, Conditions and Restrictions of La Peninsula recorded on May 26, 1988 at Official Records Book 1352, at Pages 1307 et seq., of the Public Records of Collier County, Florida. That Declaration, as it has previously been amended, is hereby further amended and is restated in its entirety.

The property subject to the Declaration is hereby described as Exhibit "A" of the original Declaration of Covenants, Conditions and Restrictions recorded at Official Records Book 1218, at Page 770, and as amended at Official Records Book 1352, at Pages 1307 et seq., of the Public Records of Collier County, Florida.

THE CLUB AT LA PENINSULA, INC.  
a Florida not-for-profit corporation

By: Robert White  
Robert White, as President

Elaine P. Goncalves  
Witness  
ELAINE P. GONCALVES  
Printed Name of Witness

Mary Ann Silva  
Witness  
MARY ANN SILVA  
Printed Name of Witness

STATE OF Massachusetts  
COUNTY OF Plymouth

Sworn to and subscribed before me, an officer duly authorized to take acknowledgments, by Robert White, as President of THE CLUB AT LA PENINSULA, INC., to me personally known or identified by a driver's license and who did take an oath, on this 26<sup>th</sup> day of August, 2015.

Donna J. Rhodes  
Notary Public  
DONNA J. RHODES  
Printed name of Notary  
My Commission Expires: Aug 11, 2017



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

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
THE CLUB AT LA PENINSULA, INC.**

Pursuant to Chapter 617, Florida Statutes, the Articles of Incorporation of The Club at La Peninsula, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on July 3, 1985 are hereby amended, and restated in their entirety as amended. All amendments included herein have been adopted pursuant to Chapter 617, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Chapter 617, Florida Statutes and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of The Club at La Peninsula, Inc., shall henceforth be as follows:

**NAME:** The name of the corporation, herein called the "Master Association", is The Club at La Peninsula, Inc., and its address is 10 La Peninsula Blvd., Naples, Florida, 34113.

**PRINCIPAL OFFICE:** The principal office of the corporation shall be located at 10 La Peninsula Blvd., Naples, Florida, 34113.

**PURPOSE AND POWERS:** The Master Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and this Master Association will not permit pecuniary gain or profit nor distribution of its income to its members, officers or Directors. It is a nonprofit corporation formed for the purpose of establishing a corporate residential master condominium association which, subject to a Declaration of Covenants, Conditions and Restrictions of La Peninsula as which was, originally recorded in the Public Records of Collier County, Florida, at O.R. Book 1213 at Page 770 *et seq.*, and subsequently amended as recorded at OR Book 1352, at Pages 1307 *et seq.*, and as further amended, has the powers described herein. The Master Association shall have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles, the Bylaws of the corporation, and with said Declaration of Covenants, Conditions and Restrictions of La Peninsula, and shall have all of the powers and authority reasonably necessary or appropriate to the operation and regulation of a residential condominium, subject to said recorded Declaration, as it may from time to time be amended, including but not limited to the power:

- (A) To fix, levy, collect and enforce payment by any lawful means all charges, assessments, or liens pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all license fees, taxes or

- governmental charges levied or imposed against the property or the corporation;
- (B) To make, amend and enforce reasonable Rules and Regulations governing the use of the Common Areas and the operation of the Master Association;
  - (C) To sue and be sued, and to enforce the provisions of the Declaration, these Articles, and the Bylaws of the Master Association;
  - (D) To contract for the management and maintenance of the Common Areas and to delegate any powers and duties of the Master Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Master Association;
  - (E) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Property;
  - (F) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless an instrument has been approved by three-fourths (3/4) of the Voting Interests of the Master Association agreeing to such dedication, sale or transfer.
  - (G) To borrow money if necessary to perform any functions hereunder.
  - (H) To maintain, repair, replace and provide insurance for the Common Areas.
  - (I) to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the corporation; subject always to the Declaration as amended from time to time.
  - (J) To exercise any and all powers, rights and privileges which a corporation organized under Chapters 718 and 617 of Florida Statutes may now or hereafter have or exercise; subject always to the Declaration as amended from time to time; and

All funds and the title to all property acquired by the Master Association shall be held for the benefit of the Members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws.

#### **ARTICLE IV**

**MEMBERSHIP AND VOTING RIGHTS:** Membership and Voting Rights shall be as set forth in the Bylaws of the Master Association.

#### **ARTICLE V**

**TERM; DISSOLUTION:** The term of the Master Association shall be perpetual. The Master Association may be dissolved with the consent given in writing and signed by not less than three-quarters (3/4) of the Voting Interests of the Master Association. Upon dissolution of the Master

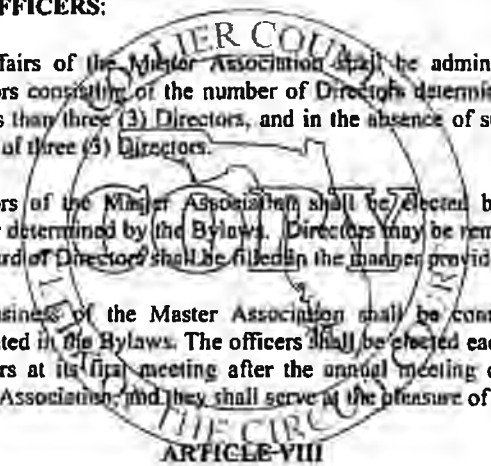
Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Master Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization which is devoted to purposes similar to those of this Master Association.

#### ARTICLE VI

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

#### ARTICLE VII

##### **DIRECTORS AND OFFICERS:**

- 
- (A) The affairs of the Master Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.
- (B) Directors of the Master Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- (C) The business of the Master Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Master Association, and they shall serve at the pleasure of the Board.

#### ARTICLE VIII

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

- (A) Proposal. Amendments to these Articles shall be proposed by a majority of the Board or upon petition of one-fourth (1/4th) of the Voting Interests, and shall be submitted to a vote of the members not later than the next annual meeting.
- (B) Vote Required. Except as otherwise required by Florida law, these Articles of Incorporation may be amended if the proposed amendment is approved by at least two-thirds (2/3rds) of the Voting Interests of the Master Association.
- (C) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida with the same formalities as are required in the Declaration for recording amendments to the Declaration.

#### ARTICLE IX

# **INDEMNIFICATION:**

- (A) **Indemnity.** The Master 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 Master Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or did act in a manner he reasonably believed to be opposed to the best interest of the Master Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Master 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 Master Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors, and committee members as permitted by Florida law.
- (B) **Defense.** To the extent that a Director, officer, or committee member of the Master Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section (A) above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.
- (C) **Advances.** Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding through all appeals. If it is determined that said affected Director, officer or committee members are not entitled to indemnification as authorized herein, any amounts advanced shall be repaid to the Association upon written demand.
- (D) **Miscellaneous.** The indemnification provided by this Article IX shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.
- (E) **Insurance.** The Master 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 Master 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 Master Association would have the power to indemnify him against such liability under the provisions of this Article.

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



# EXHIBIT B



Prepared by and returned to:  
Steven J. Adamczyk, Esquire  
Steven J. Adamczyk, Esquire & Co., PLLC  
2210 Burnham Del Sol Way, First Floor  
Naples, Florida 34109

**CERTIFICATE OF AMENDMENT**

I HEREBY CERTIFY that the following Amended and Restated Declaration of Covenants, Conditions and Restrictions of La Peninsula, the Amended and Restated By Laws for The Club at La Peninsula, Inc. and the Amended and Restated Articles of Incorporation of The Club at La Peninsula, Inc. were duly adopted by the Association membership at a duly noticed Members' Meeting of the Association on the 18<sup>th</sup> day of August, 2015, as a duly noticed continuation of a meeting originally noticed for May 27, 2015. Said amendments and restatements were approved by at least two-thirds (2/3) of the voting interests of the Association.

The original Declaration of Covenants, Conditions and Restrictions for La Peninsula was recorded in Official Records Book 1218, at Page 770 et seq. of the Public Records of Collier County, Florida. The original Declaration was amended pursuant to that certain Amendment to the Declaration of Covenants, Conditions and Restrictions of La Peninsula recorded on May 26, 1988 at Official Records Book 1352, at Pages 1307 et seq., of the Public Records of Collier County, Florida. That Declaration, as it has previously been amended, is hereby further amended and is restated in its entirety.

The property subject to the Declaration is further described in Exhibit "A" of the original Declaration of Covenants, Conditions and Restrictions recorded at Official Records Book 1218, at Page 770, and as amended at Official Records Book 1352, at Pages 1307 et seq., of the Public Records of Collier County, Florida.

THE CLUB AT LA PENINSULA, INC.  
a Florida non-profit corporation

By: Robert White  
Robert White, as President

Elaine P. Gonçalves  
Witness  
ELAINE P. GONÇALVES  
Printed Name of Witness

Mary Ann Silva  
Witness  
Mary Ann Silva  
Printed Name of Witness

STATE OF Massachusetts  
COUNTY OF Plymouth

Sworn to and subscribed before me, an officer duly authorized to take acknowledgments, by Robert White, as President of THE CLUB AT LA PENINSULA, INC. to me personally known or identified by a driver's license and who did take an oath, on this 20<sup>th</sup> day of August, 2015.

Donna J. Rhodes  
Notary Public  
DONNA J. RHODES  
Printed name of Notary  
My Commission Expires: Aug. 11, 2017



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

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
LA PENINSULA**

KNOW ALL MEN BY THESE PRESENTS that the original Declaration of Covenants, Conditions and Restrictions of La Peninsula was recorded in Official Record Book 1213, at Pages 770 et seq., of the Public Records of Collier County, Florida. The original Declaration was amended pursuant to that certain Amendment to the Declaration of Covenants, Conditions and Restrictions of La Peninsula to Create the La Peninsula Marina recorded on May 26, 1988 at Official Records Book 1352, at Pages 1307 et seq., of the Public Records of Collier County, Florida. That Declaration, as it has previously been amended, is hereby further amended and is restated in its entirety, as amended.

The land subject to this Declaration (hereinafter "La Peninsula" or the "Property") is legally described in Exhibit "A" to the original Declaration, as amended. That Exhibit is hereby incorporated by reference. No additional land is being added by this instrument. The covenants, conditions and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners. The acquisition of title to a Unit or Boat Slip Unit or any other ownership interest in the Property, or the lease, occupancy or use of any portion of a Unit or the Property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

**1. DEFINITIONS.** The following words and terms used in this Declaration or any of the Governing Documents (unless the context shall clearly indicate otherwise) shall have the following meanings:

**1.1 "Assessments"** means a share of the funds required for the payment of Common Expenses which from time to time are assessed by the Master Association against an Owner.

**1.2 "Articles" and "Bylaws"** as used herein, means the Amended and Restated Articles of Incorporation and the Amended and Restated Bylaws of the Club at La Peninsula, Inc., as amended from time to time. A copy of the Articles and Bylaws are attached hereto as Exhibits "B" and "C" respectively.

**1.3 "Association or Master Association"** means The Club at La Peninsula, Inc., a Florida not for profit corporation, which is responsible for the maintenance and operation of the Common Areas and amenities at La Peninsula.

**1.4 "Board"** means the Board of Directors responsible for the administration of the Master Association.

**1.5 "Boat Slip Owner"** means the person or persons whose estate or interests,

The Club at La Peninsula, Inc.

Page | 1

individually or collectively, aggregate total leasehold interest in a Boat Slip and as such holds all of the sublease rights of the slip under the Sovereign Submerged Lands Lease. Unless otherwise specifically provided herein, the term "Boat Slip Owner" shall include any beneficiary of a trust, shareholder of a corporation, or partner holding leasehold interest in a Boat Slip.

**1.6 "Boat Slip"** means a part of the Property that is to be subject to private use of some members of the Master Association to the exclusion of others and as defined in Article 12 below.

**1.7 "Common Areas"** shall mean and refer to those areas of land intended to be devoted to the common use and enjoyment of the Owners of the Property, including recreational facilities, roadways, sea wall, clubhouse and other improvements.

**1.8 "Common Expenses"** means the expenses incurred by the Master Association in the course of performing its duties under the Governing Documents and the law. Common Expenses of the Master Association include the costs of operating the Master Association, the costs of administration, maintenance, operation, repair and replacement of the Common Areas, other expenses declared by the Governing Documents to be Common Expenses, and any other valid expenses or debts of the Common Property as a whole of the Master Association which are assessed against the Unit Owners.

**1.9 "Common Surplus"** means the excess of all receipts of the Master Association, including but not limited to Assessments, rents, profits and revenues over the Common Expenses.

**1.10 "Condominium Association"** means the following seven (7) residential condominium associations responsible for the operation and control of the respective condominiums located upon a parcel of land within the land comprising Exhibit "A". The Condominium Association's governing documents described below are subordinate to the Master Association Governing Documents and therefore more restrictive provisions in the Master Association Governing Documents will control over similar provisions that may be contained in any of the Condominium Association governing documents.

A. 100 La Peninsula Condominium Association, Inc., which operates a twenty-five (25) residential unit condominium known as 100 La Peninsula, a Condominium, under that Declaration of Condominium of 100 La Peninsula, a Condominium, recorded at O.R. Book 1268 at Pages 1553 et seq., of the Public Records of Collier County, Florida, as previously amended.

B. 200 La Peninsula Condominium Association, Inc., which operates a twenty-five (25) residential unit condominium known as 200 La Peninsula, a Condominium, under that Declaration of Condominium of 200 La Peninsula, a Condominium, recorded at O.R. Book 1309 at Pages 1559 et seq., of the Public Records of Collier County, Florida, as previously amended.

C. La Peninsula Condominium Association, Inc., which operates a twenty-

five (25) residential unit condominium known as La Peninsula, a Condominium, under that Declaration of Condominium of La Peninsula (a/k/a 300 La Peninsula), a Condominium, recorded at O.R. Book 1213 at Pages 786 et seq., of the Public Records of Collier County, Florida, as previously amended.

D. 400 La Peninsula Condominium Association, Inc., which operates a twenty-five (25) residential unit condominium known as 400 La Peninsula, a Condominium, under that Declaration of Condominium of 400 La Peninsula, a Condominium, recorded at O.R. Book 2140 at Pages 0857 et seq., of the Public Records of Collier County, Florida, as previously amended.

E. 500 La Peninsula Condominium Association, Inc., which operates a nineteen (19) residential unit condominium known as 500 La Peninsula, a Condominium, under that Declaration of Condominium of 500 La Peninsula, a Condominium, recorded at O.R. Book 1374 at Pages 1407 et seq., of the Public Records of Collier County, Florida, as previously amended.

F. 600 La Peninsula Condominium Association, Inc., which operates a twenty (20) residential unit condominium known as 600 La Peninsula, a Condominium, under that Declaration of Condominium of 600 La Peninsula, a Condominium, recorded at O.R. Book 1337 at Pages 1984 et seq., of the Public Records of Collier County, Florida, as previously amended.

G. Twin Dolphins I Condominium Association, Inc., which operates a thirty-seven (37) residential unit condominium known as Twin Dolphins I at La Peninsula, a Condominium, under that Declaration of Condominium of Twin Dolphins I at La Peninsula, a Condominium, recorded at O.R. Book 2151 at Pages 0885 et seq., of the Public Records of Collier County, Florida, as previously amended.

**1.11 "Condominium Property"** means all portions of a Condominium Association outside of the Unit as defined by the Condominium governing documents.

**1.12 "Declaration"** means this Amended and Restated Declaration of Covenants, Conditions and Restrictions of La Peninsula, as further amended from time to time.

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

- A. One natural person.
- B. Two or more natural persons who commonly reside together as a single housekeeping unit.

**1.14 "Governing Documents"** means and includes this Declaration, the Articles and Bylaws, rules and regulations, and all recorded exhibits thereto, as amended from time to time.

**1.15 "Guest"** means any person who is not the Owner or a lessee of a Unit or a

member of the Owner's or lessee's family, who is physically present in, or occupies a Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

**1.16 "Institutional Mortgagee"** means the mortgagee (or its assignee) of a mortgage against a Unit, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a unit which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

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

**1.18 "Marina Association"** means La Peninsula Marina Association, Inc., the nonprofit Florida not for profit corporation responsible for the operation of the La Peninsula Marina.

**1.19 "Marina Association Property"** means the common property owned by the Marina Association, as further described in Article 12 below.

**1.20 "Marina Documents"** means Articles 12 through 27 of this Declaration. The original Declaration was amended on May 26, 1988 and said amendment being recorded in Official Record Book 1352, at Pages 1307 et seq. of the Public Records of Collier County, Florida to establish Covenants, Conditions and Restrictions for the La Peninsula Marina by the addition of Articles XII thru XXI and Exhibits IA thru IE (the "Marina Amendment"). The La Peninsula Marina is operated by the Marina Association as set forth in the Articles of Incorporation and Bylaws of La Peninsula Marina Association, Inc. attached as Exhibits IA and IB to the Marina Amendment. The units and Common Elements comprising La Peninsula Marina are located on submerged lands leased from the State of Florida and described in Exhibit ID to the Marina Amendment. The Master Association will maintain and renew from time to time as necessary the submerged land lease with the State of Florida at the expense of the Marina Association.

**1.21 "Members"** means and refers to those persons who are entitled to membership in the Master Association as provided in this Declaration and the Articles and Bylaws.

**1.22 "Occupy"** when used in connection with a Unit, means the act of staying overnight in a Unit. "Occupant" is a person who occupies a Unit.

**1.23 "Owner" or "Unit Owner"** means the record owner of legal title to a Unit as defined herein.

**1.24 "Parcel"** means one (1) of the three (3) clusters of Boat Slips that are located contiguous to La Peninsula and more fully described below in Article 12.1.

**1.25 "Property"** means all the real property which is subject to this Declaration as described in Exhibit "A," of the original Declaration and hereto.

**1.26 "Sovereignty Submerged Lands Lease"** means ownership and use interests that are subject to a renewable lease from the Board of Trustees of the Internal Improvement Fund of the State of Florida, to the Master Association. A copy of the renewal of the Sovereignty Submerged Lands lease having an effective date of June 17, 2011 is as set forth in Exhibit "D".

**1.27 "Structure"** means that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground. The term shall be construed as if followed by the words "or part thereof." The term includes, without limitation, swimming pools, fences, flagpoles, antennas, playground equipment, tennis courts, and storage sheds.

**1.28 "Unit"** means one of the one hundred and seventy six (176) residential condominium units which are subject to these Governing Documents.

**1.29 "Voting Interests"** means the voting rights distributed to the Master Association Members pursuant to the Bylaws.

## **2. MASTER ASSOCIATION.**

**2.1 Membership.** Every Owner of a Unit shall be a member of the Master Association, and by acceptance of a deed or other instrument evidencing his ownership interest, each Owner accepts his membership in the Master Association, acknowledges the authority of the Master Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, the Articles and Bylaws, and the rules and regulations of the Master Association, as amended from time to time.

**2.2 Voting Rights.** Voting rights are set forth in the Bylaws.

**2.3 Articles of Incorporation.** A copy of the Articles is attached to this Declaration as Exhibit "B."

**2.4 Bylaws.** A copy of the Bylaws is attached to this Declaration as Exhibit "C".

**2.5 Delegation of Management.** The Master Association may contract for the management and maintenance of those portions of the Property it is required to maintain, and may authorize a licensed management agent to assist the Master Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the Common Areas with funds made available by the Master Association for such purposes.

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

**2.7 Powers and Duties.** The powers and duties of the Master Association include those set forth in Chapters 617 and 718, Florida Statutes, and in the Governing Documents. The Master Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Master Association include, but are not limited to, the maintenance, management, and operation of the Common Areas. The Master Association may impose fees for the use of Common Areas or Master Association property. The Master Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory, easement or use interests in lands or facilities for the use and enjoyment of the Owners. The Board of Directors has the power to enter into bulk-rate contracts for communication services as defined in Chapter 202, Florida Statutes (such as basic cable television programming services, telephone), information services and/or internet services in bulk for the entire community, and the cost of such services shall be a Common Expense allocated on a per Unit basis.

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

**2.9 Purchase of Units.** The Master Association has the power to purchase Units and to hold, lease, mortgage, or convey them, such power to be exercised by the Board of Directors. The Master Association specifically does not have the power to purchase a cabana unit in the Twin Dolphins I Condominium Association, Inc.

**2.10 Interests in Real and Personal Property.** The Master Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 2.9 above, the power to acquire, or convey ownership interests in real property shall be exercised by the Board of Directors only after approval by at least a majority of the Voting Interests of the Master Association. However, the power to lease or grant easements to Master Association property or Common Areas shall be exercised solely by the Board of Directors.

**2.11 Disposition of Personal Property.** With the exception of the Sovereignty Submerged Lands Lease, any personal property owned by the Master Association, may be mortgaged, sold, or otherwise encumbered or disposed of by the affirmative vote of a majority of the entire Board of Directors, without need for authorization by the Unit Owners.

**2.12 Roster.** The Master Association shall maintain a current roster of names and

mailing addresses of Unit Owners, based upon information supplied by the Unit Owners. A copy of the roster shall be made available to any Member upon request.

**3. ASSESSMENTS.** The provisions of this Article 3 shall govern Assessments payable by all Owners of Units, as referenced above, for the Common Expenses of the Master Association not directly attributable to one of the Units. Boat Slip Units and Twin Dolphins I cabana units will not be subject to either annual Assessments or special Assessments described below absent the express consent of such unit Owners.

**3.1 Covenant to Pay Assessments.** Each Owner of a Unit by the act of becoming an Owner covenants and agrees, and each subsequent Owner of any Unit (including any purchaser at a judicial sale), by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Master Association:

- A. the Unit Owner's ~~prorata~~ share of annual Assessments based on the annual budget adopted by the Master Association;
- B. the Unit Owner's ~~prorata~~ share of special Assessments for capital improvements or other Master Association expenditures not provided for by annual Assessments; and
- C. any charges properly levied against individual Unit Owner(s) without participation from other Owners.

Assessments and charges shall be established and collected as provided herein and elsewhere in the Governing Documents. The Owner of each Unit, regardless of how title was acquired, is liable for all Assessments or installments thereon coming due while he is the Owner. Multiple owners are jointly and severally liable. Except as provided below, whenever title to a Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid Assessments and charges against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. No Owner may waive or otherwise escape liability for the Assessments and charges provided for herein by waiver or non-use of the Common Areas, by abandonment, or otherwise. Except as provided elsewhere in the Governing Documents as to Institutional Mortgagees, no Owner may be excused from the payment of Assessments unless all Owners are similarly excused. Assessments and other funds collected by or on behalf of the Master Association become the property of the Master Association. No Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit. No Owner can withdraw or receive distribution of his prior payments to the Common Surplus or Master Association reserves, except as otherwise provided herein or by law.

**3.2 Purposes of Assessments.** The Assessments levied by the Master Association shall be used for the purposes of promoting the security, health, safety and general welfare of the Unit Owners and residents of La Peninsula; to operate, maintain, repair, improve, construct, reconstruct and preserve, on a not for profit basis the Common Areas (which for purposes of this section shall include any water retention areas) for the benefit of its members, their Guests,



tenants and invitees; and to perform all other duties and responsibilities of the Master Association as provided in the Governing Documents. Common Expenses also include the funds necessary to provide reserve accounts for:

- A. renovation or major repairs to the Common Areas; and
- B. for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss.

**3.3 Share of Assessments.** The Owners of each Unit in La Peninsula shall be jointly and severally liable for an undivided equal proportionate share of annual and special Assessments. The Owners of each Unit shall also be jointly and severally liable with the prior Unit Owner(s) for all unpaid Assessments that come due prior to the transfer of title, except that the Master Association shall not be deemed an Owner of a Unit for purposes of joint and several liability where the Master Association acquires title to a Unit through foreclosure of its lien or by deed in lieu of foreclosure.

**3.4 Lien.** The Master Association has a lien on each Unit for unpaid past due Master Association Assessments and charges, together with interest, late payment penalties and reasonable attorney fees incurred by the Master Association in enforcing this lien. The lien is perfected by recording a claim of lien in the public records of Collier County, Florida but shall relate back and be effective as of the date of recording of the original Declaration unless otherwise provided by law. The claim of lien shall state the description of the property encumbered thereby, the name of the record Owner, the amounts then due and the dates when due. The claim of lien must be signed and acknowledged by an officer or agent of the Master Association. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The claim of lien shall secure all unpaid Assessments and charges, interest, costs and attorney fees which are due and which may accrue or come due after the recording of the claim of lien and before the entry of a final judgment of foreclosure. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

**3.5 Foreclosure of Lien.** The Master Association may bring an action in its name to foreclose its lien for unpaid Assessments or charges by the procedures and in the manner as is provided in the Florida Condominium Act, as amended from time to time, for the foreclosure of a lien upon a Unit for unpaid Assessments. The Master Association may also bring an action at law against any Owner liable for unpaid charges or Assessments. If final judgment is obtained, such judgment shall include interest on the Assessments as above provided and reasonable attorney fees to be fixed by the Court, together with the costs of the action, and the Master Association shall be entitled to recover reasonable attorney fees in connection with any appeal of such action.

**3.6 Priority of Liens.** The Master Association's lien for unpaid charges or Assessments shall be subordinate and inferior to any recorded first mortgage, but only to the extent required by the Florida Condominium Act, as amended from time to time. The Master Association's lien is effective from and shall relate back to the recording of the original Declaration and shall be superior to, and shall take priority over, any other lien or mortgage

regardless of when recorded, except as otherwise expressly provided by the Florida Condominium Act, as amended from time to time. Any lease of a Unit shall be subordinate and inferior to the lien of the Master Association, regardless of when the lease was executed.

**3.7 Application of Payments; Failure to Pay; Interest.** Assessments, charges and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Master Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. Assessments, charges and installments thereon shall become due, and the Unit Owner shall become liable for said Assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, late payment fees, court costs and attorney fees, and then to delinquent charges or Assessments. Payments shall be applied as specified above regardless of any restrictive endorsement, including but not limited to, any endorsement that a partial payment is payment in full. No payment by check is deemed received until the check has cleared.

**3.8 Acceleration.** If any special Assessment or installment of a regular Assessment as to a Unit becomes more than thirty (30) days past due, and a Claim of Lien is recorded, the Master Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's Assessments for that fiscal year. The due date for all accelerated amounts shall be the date the claim of lien was recorded in the public records. The Master Association's claim of lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney fees and costs as provided by law; and said claim of lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the acceleration, which notice shall be sent by certified or registered mail to the Owner's last-known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by Section 718.116 of the Florida Condominium Act, or may be sent separately.

**3.9 Certificate as to Assessments.** Within fifteen (15) days after request by a Unit Owner or mortgagee, the Master Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all Assessments and other monies owed to the Master Association by the Unit Owner with respect to the Unit have been paid. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a reasonable fee for the preparation of the certificate, the amount of which to be included on the certificate or paid in advance if required by the Association or its authorized agent.

#### **4. EASEMENTS.**

**4.1 Appurtenant Enjoyment Easements.** The Owner of each Unit, their guests, lessees and invitees, shall have as an appurtenance to their Units a perpetual nonexclusive easement for ingress and egress over, across and through the Common Areas, for the use and enjoyment of all recreational facilities and Common Areas, such use and enjoyment to be shared

in common with the other Owners, their Guests, lessees and invitees, subject to the provisions of this Declaration. From time to time the Common Areas, or any portion thereof, is opened and put into use for the enjoyment of Owners, tenants, Guests and invitees, the Master Association shall be and remain wholly free and clear of any and all liability to, or claims by, all Owners, and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect of the use and operation of, the Common Areas or any of its improvements, fixtures, and facilities; inasmuch as the control, operation, management, use and enjoyment, of the Common Areas and Master Association property shall be within, under, and subject to the Master Association. In this respect, it shall be the affirmative duty and responsibility of each Owner and user of the Common Areas and its facilities to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Areas and Master Association property and their improvements and facilities shall use, enjoy, and visit the same at their own risk and peril.

**4.2 Interior Roadway Easements.** The interior roadway system of La Peninsula is Common Property owned by the Master Association. The roadways are subject to the rules and regulations imposed by the Master Association, however, each Owner shall have an easement for ingress and egress over said roadway system. The Board of Directors shall have the right to establish parking regulations and to enforce such regulation by all means lawful for such enforcement on drives and roadways.

**4.3 Utility Easements.** A perpetual easement shall exist upon, over, under and across La Peninsula for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, valves, gates, pipelines, cable television and all machinery and apparatus appurtenant thereto as may be necessary for the installation and maintenance of utilities servicing all Owners and servicing the Common Areas, all such easements to be of a size, width and location so as to minimize and not unreasonably interfere with the use of any improvements which are now, or will be, located upon said property. The Master Association, through its Board of Directors, has the authority to grant additional such easements, and to modify, move or vacate such existing easements as may be necessary to efficiently and effectively provide utility and other services to the Units and the Common Areas.

**4.4 Subordination.** Notwithstanding any of the foregoing to the contrary, it is understood that these covenants and restrictions are subordinate, and will be subordinate without the necessity of any other instrument, to any existing easement covering the basic water, sewer and drainage systems installed in the Common Areas, and any existing easement or easements to any public or quasi-public utility for the installation and maintenance of service lines in the Common Areas.

**4.5 Extent of Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

- A. the right of the Board, on behalf of the Master Association, to borrow

money for the purpose of improving and/or maintaining the Common Areas and providing the services authorized herein, and, in aid thereof, to mortgage said properties;

B. the right of the Master Association to impose rules and regulations governing the use of the Common Areas; and

C. the right of the Master Association to a non-exclusive easement over, across and through each Unit as necessary to meet the Master Association's maintenance responsibilities.

D. the right of the Master Association to levy Assessments on Units to enable the Master Association to pay the costs of operating and maintaining the Common Areas and other costs of the Master Association, and

E. the right of the Master Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any Assessment remains unpaid, or for a period that may be determined by the Board of Directors for any violation of this Declaration, the Master Association's Articles, Bylaws or published rules and regulations; and

F. the right of the Master Association to dedicate or transfer all of any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Members; provided that no such dedication or transfer, determination as to purposes or as to the conditions hereof, shall be effective unless three-fourths of the Voting Interest of the Master Association had first approved of such dedication or transfer;

G. the right of the Master Association to grant exclusive easements and rights-of-way over certain parts of the Common Areas to Members of the Master Association when the Master Association deems it necessary; and

H. the right of the Master Association to provide, restrict or limit access across the roadways as the Board of Directors deems necessary and proper. Such limitation may include but not be limited to the stopping and questioning of visitors into and across the La Peninsula property by such means as the Board of Directors deems is necessary and proper.

**4.6 Encroachment Easement.** Any Owner whose Unit contains a structure which encroaches upon another Unit or the Common Areas, shall have a valid easement for the encroachment and maintenance of same, as long as it stands and exists.

## **5 MAINTENANCE.**

**5.1 Maintenance and Alteration of La Peninsula.** Each Condominium Association shall, at its cost and expense, maintain and repair all parts of the Condominium Association and structures located on its Condominium Property and damage caused by wildlife, including birds, keeping the same in a condition comparable to their condition at the time of their initial construction, except for ordinary wear and tear. No Condominium Association shall materially

alter, or make any substantial additions to its Condominium Property without the prior written approval of the Master Association, as further provided in Article 6. Such additions and alterations shall include, but not be limited to, landscaping, swimming pools, painting, decks, awnings, hurricane protection and related equipment. Notwithstanding the above, the selection and approval of hurricane protection for the Twin Dolphins I condominium shall be in the sole and absolute discretion of Twin Dolphins I.

**5.2 Master Association Maintenance.** The Master Association shall be responsible for the maintenance, repair, replacement and operation of all Common Areas, including, but not limited to, water retention and water management areas, landscaping, trees, plantings, lawns, flowers, water management facilities, irrigation systems and footpaths, the sea wall, roadways, common driveways, common parking areas, lighting, community swimming pool, swimming pool area, utility installations. The cost of Master Association maintenance shall be a Common Expense.

**5.3 Enforcement of Maintenance.** If a Condominium Association fails to maintain its respective Condominium Property as required above, the Master Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including but not limited to entering the Condominium Property, with or without consent of the Condominium Association. The Master Association may repair, replace or maintain any item which constitutes a hazard to other property or residents, prevents the Master Association from fulfilling its maintenance responsibilities, or which has a materially adverse effect on the appearance of La Peninsula in the Board's discretion. Any expenses so incurred by the Master Association shall be billed directly to the offending Condominium Association to which such services are provided, as applicable, and shall be a charge against the Unit Owners of that Condominium Association, the payment of which may be enforced pursuant to Article 3 above.

**5.4 Negligence; Damage Responsibility.** Each Unit Owner shall be liable for the expenses of any maintenance, repair or replacement of Common Areas or personal property made necessary by his act or negligence or by that of any member of his family or his Guests, employees, agents, or lessees, said costs to be assessed as a charge in accordance with Article 3.

## **6. ARCHITECTURAL CONTROL TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE COMMUNITY.**

**6.1 Improvements Requiring Approval.** No Condominium Association or Owner may alter any building, structure, enclosure or other improvement nor erect or alter any grading, excavation, landscaping, exterior color, or perform other work which in any way alters the exterior appearance of any structure, Condominium Property or Common Areas, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Master Association, the approval of which may be withheld in the sole and absolute discretion of the Board. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography. Notwithstanding the above, the selection and approval of hurricane shutters for Twin Dolphins I shall be in the sole discretion of Twin Dolphins I and not subject to this Article 6.



**6.2 Violation.** In the event a Condominium Association installs improvements or modifies the Condominium Property without obtaining approval as required in this Article, the Master Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including, but not limited to, entering the Condominium Property and remedying the violation or removing any unapproved improvements, with or without consent of the Condominium Association, but only after reasonable notice of the Master Association's intent to do so. Any expense incurred by the Association shall be billed directly to the Condominium Association to which such services are provided, and shall be an individual Assessment charged against the Owners of an offending Condominium Association, secured by a lien against the Units as provided herein. The Association shall not be required to provide the Owner with a hearing prior to enforcing this Article 6 as provided herein, but may, in the Board's sole discretion, elect to do so if requested by the Owner.

**7. USE RESTRICTIONS.** The following rules and standards shall apply to La Peninsula and shall be enforced by the Master Association:

**7.1 Units-rentals.** Each Unit shall be occupied by only one (1) family at any time. Each Unit shall be used as a home and for no other purpose. A Unit may not be leased more than four (4) times per year with the minimum lease term being thirty (30) days. No business or commercial activity shall be conducted in or from any Unit. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library in his Unit, from keeping his personal, business or professional records in his Unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his Unit. Such uses are expressly declared customarily incidental to residential use. When the ownership of a Unit is transferred, the Master Association may charge an administrative transfer fee in amounts to be determined by the Board from time to time. No Unit may be used as a timeshare or any related or similar vacation club use.

**7.2 Minors.** All occupants under eighteen (18) years of age shall be closely supervised at all times by an adult to insure that they do not become a source of unreasonable annoyance to other residents.

**7.3 Pets.** The Owner of each Unit may keep in the Unit up to two (2) small pets in the aggregate, of normal domesticated household types such as: (a) dogs no more than 15" in height from shoulder to toe at maturity, (b) cats, (c) caged birds, (d) tropical fish kept in a tank with a capacity of no more than twenty (20) gallons (considered one (1) pet). All pets must be carried under the Owner's arm or be leashed at all times while on the Property outside of the Unit. Pet messes or droppings must be removed immediately by the Unit Owner or pet handler and disposed of directly into the garbage waste disposal containers. Owner's pets are prohibited in the pool area, clubhouse, exercise room and indoor social areas. The ability to keep such pets is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of the Community. No reptiles, monkeys, rodents, amphibians, poultry, swine or livestock may be kept in La Peninsula. Notwithstanding the above, the Board of Directors may adopt reasonable rules

and regulations in its discretion from time to time concerning the ability and number of pets which may be kept by tenants residing within La Peninsula.

**7.4 Nuisances.** No Unit, Condominium Property or Common Areas shall be used or permitted to be used in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another Unit, or which would not be consistent with the maintenance of the highest standards for a first class residential community nor permit the premises to be used in a disorderly or unlawful way. The use of each Unit, Condominium Property or Common Area shall be consistent with existing laws and the Governing Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No solicitation will be allowed at any time within the community. Extreme care shall be exercised to minimize noises so as not to unreasonably disturb other persons.

**7.5 Signs.** No person may post or display "For Sale," "For Rent," "Open House" or other similar signs anywhere within La Peninsula, including those posted in windows of buildings or motor vehicles.

**7.6 Prohibited Vehicles.** Commercial vehicles not actively servicing a Unit, trucks, panel vans, boats other water craft (except paddle craft stored out of public view), trailers, motor homes, motorcycles, motor bikes, scooters, recreational vehicles, golf carts, non-street licensed vehicles (except bicycles) and vehicles offensive to the eye in the sole discretion of the Board are prohibited from being parked or kept in any Condominium parking areas, Common Areas or association property within La Peninsula. Any question of interpretation whether a vehicle is prohibited as described above shall be conclusively resolved by the Board in its sole discretion. Notwithstanding the above, the Board may adopt reasonable rules and regulations permitting the short term presence of trucks parking within La Peninsula, short term being defined as a period not to exceed seven (7) days and which shall require prior written permission of the Association before a truck may be kept within La Peninsula in accordance with said rule. Owners of SUV's or other larger permitted vehicles may park in building garage assigned spaces if the vehicle fits and does not interfere or cause parking difficulties for other owners.

**7.7 Trees.** No tree or shrub, the trunk of which exceeds two inches in diameter shall be cut down or otherwise destroyed without the prior expressed written consent of the Board.

**7.8 Weeds and Refuse Disposal.** No part of the Property shall be used as a dumping ground for rubbish, trash, garbage, or other waste matter, nor shall weeds, underbrush (other than indigenous growth) or other unsightly growth be permitted to grow or remain on any part of the Property.

**7.9 Seasonal Holiday Decorations.** Lights or decorations may be erected on the exterior of the Units or on the interior of the Units, where they may be seen from the outside of the Unit, in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners by illuminating bedrooms, creating noise or attracting sightseers. All lights and decorations that are not permanent fixtures of the Unit as part of the original construction shall be removed within thirty (30) days after the holiday has ended. Christmas decorations or lights may not be displayed

prior to November 15th of any year. Other holiday decorations or lights may not be displayed more than two (2) weeks in advance of the holiday.

**7.10 Clothes Drying.** No towels, garments, rugs, etc. may be hung from windows, railings or other parts of the Units. No clotheslines or drying yards shall be located so as to be visible from neighboring Units or from the interior roadways within La Peninsula.

**7.11 Antennas and Satellite Dishes.** No antenna of any kind shall be placed or erected upon any Unit or affixed in any manner to the exterior of any building other than a satellite antenna less than one meter in diameter, an aerial designed to receive over-the-air television broadcast, or an antenna designed to receive multichannel, multipoint distribution service which may be installed at a preferred location where an acceptable signal may be obtained. Free standing satellite dishes less than one meter in diameter may be placed in areas designated by the Condominium Associations. No satellite dishes or other antennas may be installed on the Common Areas.

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

**8.1 Association; Required Coverage.** The Master Association shall maintain adequate property insurance covering all of the Common Area buildings, the Common Areas and all Master Association property. The Master Association shall also provide adequate general liability insurance. The amounts of coverage shall be determined annually by the Board of Directors. The insurance carried by the Master Association shall afford at least the following protection:

**A. Property.** Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

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

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

**D. Compensation.** The Master Association may maintain Workers' Compensation insurance and shall if required by law.

**8.2 Duty to Insure.** Each Unit Owner and/or Condominium Association is responsible for insuring the real and personal property within his own Unit or Condominium Association as applicable. Each Owner and Condominium Association acknowledges that the



Master Association has no obligation whatsoever regarding insurance of Units or Condominium Property.

**8.3 Duty to Reconstruct.** Except as otherwise approved by the Board of Directors, if any Unit or other improvements located on any Unit is destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the owner of such improvements shall cause repair or replacement to be commenced within ninety (90) days from the date that such damage or destruction occurred, and to complete the repair or replacement within nine (9) months thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design and condition, and shall utilize and conform with the original foundation and appearance of the original improvements.

**8.4 Failure to Reconstruct.** If the Owner of any Unit fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for in Section 8.3 above, the Master Association shall give written notice to the Owner of default. If after thirty (30) days the Owner has not made satisfactory arrangements to meet its obligations, the Master Association shall be deemed to have been granted the right by the Owner, as such Owner's attorney-in-fact, to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements. If the Master Association exercises the rights afforded to it by this section, which shall be in the sole discretion of the Board of Directors, the Owner of the Unit shall be deemed to have assigned to the Master Association any right he may have to insurance proceeds that may be available because of the damage or destruction of the improvements. The Master Association shall have the right to recover from the Owner any costs not paid by insurance, and shall have a lien on the Unit to secure payment.

**8.5 Optional Coverage.** The Master Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Master Association.

**8.6 Description of Coverages.** A detailed summary of the coverage included in the policies, and copies of the policies, shall be available for inspection by Owners or their authorized representatives upon request.

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

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

**8.10 Master Association as Agent.** The Master Association is hereby irrevocably appointed as agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Master Association for damage or loss to the Common Areas.

**8.11 Damage to Common Areas.** Proceeds on account of damage to Common Areas shall be held in as many undivided shares as there are Units, the shares of each Owner being the same as his share in the Common Areas. Where insured loss or damage occurs to the Common Areas or Master Association property, it shall be mandatory for the Master Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

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

B. If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the Common Areas, the Master Association shall promptly, upon determination of the deficiency, levy a special Assessment against all Unit Owners for the deficiency. Such special Assessments need not be approved by the Unit Owners. The special Assessments shall be added to the funds available for repair and restoration of the property.

## **9. OWNERSHIP OF UNITS.**

In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a Unit shall be subject to the following provisions:

### **9.1 Forms of Ownership.**

A. A Unit may be owned by one natural person.

B. **Co-Ownership.** Co-ownership of Units is permitted. If the co-Owners are to be other than a married couple, the Board shall require the designation by the proposed new Owners of one (1) natural person as "Primary Occupant". The use of the Unit by other persons shall be as if the Primary Occupant were the only actual Owner. Any subsequent change in the Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Article 9. No more than two (2) such changes will be approved in any twelve (12) month period. The intent of this provision is to allow flexibility in estate, financial or tax planning, and to prohibit circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families or in the manner of fractional ownership or a vacation club.

C. **Ownership by Corporations, Partnerships or Trusts.** A Unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person. The intent

of this provision is to allow flexibility in estate, financial or tax planning, and to prohibit circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families or in the manner of fractional ownership or vacation club. A trust, or corporation, partnership or other entity as an Owner shall designate not more than one (1) 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 subsequent change in the primary occupants shall be treated as a transfer of ownership by sale or gift. No more than two (2) such changes will be approved in any twelve (12) month period.

**D. Designation of Primary Occupant.** If any Owner fails to designate a Primary Occupant when required to do so, the Board of Directors may make the initial designation for the Owner, and shall notify the Owner in writing of its action.

**E. Life Estate.** A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance. In that event, the life tenant shall be the only Master Association Member from such Unit, and occupancy of the Unit shall be as if the life tenant was the only Owner. The life tenant shall be liable for all Assessments and charges against the Unit. If there is more than one life tenant, they shall be treated as co-Owners for purposes of determining voting and occupancy rights herein.

## **10. AMENDMENTS; TERMINATION**

**10.1 Duration.** The conditions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Master Association or the owner of any real property subject to this Declaration, their respective legal representatives, heirs, successors and assigns until August 19, 2016. On August 19, 2016, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, and subject to existing laws and ordinances, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, at least three-fourths (3/4) of the Voting Interest of the Master Association affirmatively votes in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, be given at least forty-five (45) days in advance of said meeting. If the Master Association votes to terminate this Declaration, the President and Secretary shall execute a certificate which shall set forth the resolution of termination adopted by the Master Association, the total number of votes of members of the Master Association, the number of votes necessary to adopt a resolution terminating this Declaration, and the total number of votes cast for and against such resolution. Said certificate shall be recorded in the Public Records of Collier County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

**10.2 Amendments by Members.** Except as otherwise provided herein or by law, this Declaration may be amended at any time by the affirmative vote of at least two-thirds (2/3rds) of

the Voting Interests. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded, and shall be executed by the President or Vice-President of the Master Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

## **11. ENFORCEMENT; GENERAL PROVISIONS.**

**11.1 Enforcement.** Enforcement of these covenants, conditions and restrictions may be by a proceeding at law or in equity and may be instituted by the Master Association, its successors or assigns, or by any Owner, against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against any Unit to enforce any lien created by these covenants. Failure of the Master Association or any Owner to enforce any covenant, condition or restriction herein contained for any period of time shall not be deemed a waiver or estoppel of the right to enforce same thereafter.

**11.2 Owner and Member Compliance.** The protective covenants, conditions, restrictions and other provisions of the Governing Documents and the rules promulgated by the Master Association shall apply to Members and all persons to whom a Member has delegated his right of use in and to the Common Areas, as well as to any other person occupying any Unit under lease from the Owner or by permission or invitation of the Owner or his tenants (express or implied), and their licensees, invitees or Guests. Failure of an Owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Master Association of the power to enforce these provisions. Each Unit Owner shall be responsible for any and all violations by his tenants, licensees, invitees or Guests, and by the Guests, licensees and invitees of his tenants, at any time.

**11.3 Litigation.** Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of law, or of the governing documents or Master Association rules, may be brought, but shall not be required to be brought, by the Master Association or by a Unit Owner against:

- A. the Master Association;
- B. a Unit Owner;
- C. anyone who occupies or is a tenant or Guest of a Unit Owner; or
- D. any officer or Director of the Master Association who willfully and knowingly fails to comply with these provisions.

**11.4 Attorney Fees.** In any legal proceeding arising out of an alleged failure of a Guest, tenant, Unit Owner, officer, Director or the Master Association to comply with the

requirements of the law, or the Governing Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorney fees as may be awarded by the court.

**11.5 No Election of Remedies.** All rights, remedies and privileges granted to the Master Association or owners under the law and the governing documents shall 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 any other rights, remedies, or privileges that may be available.

**11.6 Notices.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed to the last known address of the Owner appearing in the records of the Master Association, or to the address of the unit. Notice to one of two or more co-owners of a Unit shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Master Association in writing of any change of address.

**11.7 Severability.** Should any covenant, condition or restriction herein contained, or any section, subsection, sentence, phrase, or term of this Declaration or its recorded exhibits be declared to be void, invalid, illegal, or unenforceable, for any reason, by any court having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

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

**11.9 Non-Profit Status.** Notwithstanding anything contained herein to the contrary, the Master Association will perform no act nor undertake any activity inconsistent with its non-profit status under applicable state or federal law.

**11.10 Use of Singular and Plural and Gender.** Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

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

## **12 LA PENINSULA MARINA**

La Peninsula Marina consists of the submerged land and improvements as more fully set forth hereinafter. If further improvements or additions are decided by the Master Association, this Declaration shall be amended accordingly.

**12.1 Legal Description.** The Master Association is the lessee of the submerged land lying in Collier County, Florida, as described and set forth in Exhibit "1D" of the Marina Amendment.

**12.2 Lease of Submerged Lands.** Ownership and use rights are a derivative of the Sovereignty Submerged Lands Lease (and renewals thereof) and all rights are subject to the provisions thereof.

**12.3 Survey.** A survey of the lands and graphic descriptions of the improvements in which the Boat Slips are located and the plot plans are as set forth in Exhibits "1D" and "1E" of the Marina Amendment and are hereby incorporated by reference.

**12.4 Location of Boat Docks.** The dock facilities of La Peninsula Marina are located on the Big Marco River. This river is not storm proof. The risk of loss and the duty to insure are on each Boat Slip Owner, as the Marina Association may or may not maintain insurance on the entire boat docks and Marina Association Property.

## **13 BOAT SLIPS.**

**13.1 Identification of Boat Slips.** There shall be thirty (30) Boat Slips. These Boat Slips are divided into three parcels as described below:

**Parcel A:**

Slips

20 21 22 23 24 25  
26 27 28 29 30 31

**Parcel B:**

Slips

32 33 34 35 36 37

**Parcel C:**

Slips

38 39 40 41 42 43  
44 45 46 47 48 49

### **13.2 Boat Slip Boundaries.**

The Boat Slip Unit boundaries are defined as follows:

There are no upper or lower boundaries.

The boundary location of each Boat Slip is shown in Exhibit "1D" of the Mariana Amendment and is hereby incorporated by reference.

**13.3. Easements.** Each Boat Slip shall have and be subject to and have appurtenant thereto nonexclusive easements in the Marina Association Property designed for such purposes such as ingress to, egress from, utilities services for, and support, maintenance, and repair of each Boat Slip, and in the other Common Property for use according to their respective purposes.

In the event the dock facility is partially or totally destroyed, and then rebuilt, the Boat Slip Owners agree that encroachments of parts of the Marina Association Property or Boat Slips, as afore described, due to construction, shall be permitted and that a valid easement of said encroachments and the maintenance therefore shall exist. The Master Association shall grant easements to provide utility services ingress and egress to the La Peninsula Marina. There is a ten-foot easement running parallel to the seawall of the La Peninsula parcel in favor of an adjoining condominium parcel.

**13.4 Marina Association Property.** The Marina Association Property shall include the dock structures, which are not within the above described Boat Slips, and tangible personal property required for the maintenance and operation of La Peninsula Marina.

## **14. OWNERSHIP INTEREST IN BOAT SLIP**

**14.1 Ownership interest.** The owner or owners of each Boat Slip shall have a leasehold interest to the Boat Slip. Nothing herein is to be construed as granting a claim of fee simple title or fee simple interest in said lands as a result of an owner's exclusive use or occupancy of a Boat Slip. Said fee simple title is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

**14.2 Restricted Ownership.** Ownership of a Boat Slip at La peninsula Marina is restricted to members of the Master Association or the Master Association itself.

**15. MAINTENANCE, ALTERATIONS AND IMPROVEMENT.** The responsibility for the maintenance of the Marina Association Property and restrictions upon the alterations and improvement thereof shall be as provided in this Article.

**15.1 Boat Slips – Marina Association's Responsibilities.** The Marina Association shall maintain, repair and replace at the Marina Association's expense:

- A. All of the Marina Association Property (i.e. boat dock structure).

B. All plumbing, wiring and other facilities for the furnishing of utility services which are contained in the Common Area that service the Boat Slip; and

C. All incidental damage caused to a Boat Slip by such work specified in (A) and (B) of this subsection.

**15.2 Boat Slips – Boat Slip Owner’s Responsibilities.** The responsibility of the Boat Slip Owner shall be as follows:

A. Incidental damage caused by a Boat Slip Owner is to be repaired by said owner with the Marina Association’s supervision.

B. Not to make or cause to be made any structural addition or alteration, decoration, repair, replacement or change to the Marina Association Property.

C. To promptly report to the Marina Association any defects or need for repair for which the Marina Association is responsible.

**15.3 Marina Association Property - Marina Association’s Responsibilities.**

A. The maintenance of the Marina Association Property shall be the responsibility of the Marina Association; and there shall be no material alterations or substantial additions to the Marina Association Property, except with the approval in writing from the Master Association.

B. The Board of Directors of the Marina Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the Marina Association Property.

C. The Marina Association shall determine the exterior scheme of the dock and all exterior surfaces and shall be responsible for the maintenance thereof, and no Boat Slip Owner shall paint or alter any exterior surface without the written consent of the Marina Association and the Board of Directors of the Master Association. Boat Slip Owners do not need permission from either the Marina Association or the Master Association to install a boatlift.

**15.4 Enforcement of Maintenance.** In the event the Boat Slip Owner fails to maintain his Boat Slip as herein required, or makes any structural addition or alteration, or changes without the required consent, or otherwise violates or threatens to violate the provisions hereof, the Marina Association shall have the right to proceed in a court of competent jurisdiction for an injunction to seek compliance with the provisions hereof. In lieu thereof, and in addition thereto, the Marina Association’s Board of Directors shall have the right to levy an assessment against the Slip and its owner for such necessary sums to remove any unauthorized structural additions or alteration and to restore the property to good condition and repair. The Marina Association shall have the further right to have its employees and agents, or any subcontractor appointed by it, enter the Boat Slip at all reasonable times to do such work as is deemed necessary by the Board of Directors of the Marina Association to enforce compliance with the provisions hereof.



## **16. ASSESSMENTS.**

### **16.1 Common Expenses and Common Surplus**

A. Common expenses shall include the expenses of the operation, maintenance, repair or replacement of the Marina Association Property, cost of carrying out the powers and duties of the Marina Association, the cost of the Sovereignty Submerged Land Lease and renewals thereof, electricity, water use and any other expenses designated as Common Expenses.

B. Common expenses shall be assessed separately for each parcel (i.e. A, B and C) within the La Peninsula Marina. Expenses, which apply to the entire La Peninsula Marina, shall be assessed evenly among all Boat Slip Owners. Expenses, unique to each parcel including utilities and repairs, shall be assigned among the Boat Slip Owners of that parcel by the Marina Association Board of Directors.

C. The Common surplus, if any, shall be owned by the Boat Slip Owners by the fraction of how many slips an individual owner owns as a numerator.

### **16.2 Determination of Assessments**

A. Each Boat Slip Owner shall pay an amount as specified in the Operating Budget prepared by the Marina Association's Board of Directors for the operation, maintenance, repairs, replacement and restoration of the La Peninsula Marina. Said sum or sums are hereinafter referred as the Marina Assessment.

B. A random assessment shall be made by the Marina Association for each parcel as required by the Marina Association's Board of Directors. Each owner's share of the common expenses shall be determined by dividing the total assessment for the parcel in which his slip is located by the number of slips owned by said owner in that parcel plus any expenses unique to a parcel including repairs and utilities. The quarterly assessment shall be paid by the Boat Slip Owners directly to the Marina Association.

### **16.3 Collection of Assessments – Liability, Interest and Liens.**

A. Marina Association Assessments that are unpaid over 10 days after the due date shall bear interest at the annual rate of eighteen percent (18%); all payments on account shall be first applied to interest and then to the assessment payment first due. After ten (10) days there shall also be a late charge of five percent (5%) to cover the processing and collection charges.

B. The quarterly special and individual Mariana Assessments together with such interest thereon and the cost of collection therefor shall be a charge and continuing lien on the Boat Slip and improvements thereon against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection shall also be the personal obligation of the person who was the Boat Slip Owner at the time when the assessment first became due and payable.

C. No Boat Slip Owner may exempt himself from liability for his contribution towards the common expenses by waiver of his use and enjoyment of his Boat Slip or by abandonment of his Boat Slip. Within 15 days after request by a Boat Slip Owner or mortgagee, the Marina Association shall provide a certificate stating all assessments and other moneys due the Marina Association. Any person other than the Boat Slip Owner who relies upon such certificates shall be protected thereby.

## **17. MARINA ASSOCIATION POWERS AND OPERATION.**

**17.1 Operation.** The operation of La Peninsula Marina shall be by the Marina Association, Inc., a nonprofit corporation incorporated under the Laws of the State of Florida. The Marina Association shall operate pursuant to the provisions of this Declaration, the Marina Association's Articles of Incorporation and the Marina Association's By-Laws.

**17.2 Limitation of Liability.** The Marina Association shall not be liable to the Boat Slip Owners for injury of damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Marina Association or caused by the elements or other owners or persons.

A. In the event of a hurricane watch issued by the National Weather Service, all boats and yachts docked within a boat slip or upon the dock shall be evacuated.

B. Each Boat Slip Owner shall provide in advance, and update from time to time, a contingency plan for the removal of their vessel. The contingency plans shall be given to the Marina Association and shall include:

1. Boat Slip Owner's current address and telephone number.
2. Name, address and telephone number for the person primarily responsible for the boat removal.
3. Name, address and telephone number of responsible party contact in case the primary party is unavailable.

C. The Marina Association shall have the right to remove, but not the duty to remove, at the Boat Slip Owner's expense, any boat or vessel from the premises under such adverse weather condition. The Marina Association or the Marina Association's employee, servant or agents, shall not be liable for any damage to the boat or vessel or any other properties caused by such removal. All responsibility for the vessel and resulting damages caused by the boat or vessel shall be at the Boat Slip Owner's expense.

D. Boat Slip Owners who do not evacuate their vessel, and the Marina Association does not exercise its privilege to evacuate the boat or vessel, the Boat Slip Owners shall be held responsible for any and all damage occurring to the Marina Association Property as a result of such non-evacuated vessel.

## **18. INSURANCE.**

**18.1 Multi-Peril Insurance.** The Marina Association shall not be responsible for obtaining a multi-peril policy insuring the Boat Slip.

A. Each Boat Slip Owner shall, if available, add to his homeowner's policy at La Peninsula a rider, covering the Boat Slip. No less frequently than annually, each Boat Slip Owner shall file a certificate with the Marina Association Board of Directors indicating that the La Peninsula Marina Association, Inc. is an additional insured under any such homeowner's policy. The named insured in all insurance policies upon the condominium property shall be the Marina Association individually and as agent for the Boat Slip Owners, without naming them, and first mortgagees, and to other mortgagees upon request. Each Boat Slip Owner shall maintain insurance on his Boat Slip and hold the Marina Association harmless for damages caused by the effect of tide, wind or storm surge upon the Marina Association Property if said damage is a direct result of the mooring of any boat so authorized by the Boat Slip Owner.

B. Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to mortgagee. Such policies shall provide that payment for losses thereunder by the insurer shall be made to the Marina Association.

**18.2 Liability Insurance.** Public liability insurance covering all of the Marina Association's Property and insuring the Marina Association and the Boat Slip Owners as its and their interest appear, in such amounts as Marina Association Board of Directors may determine from time to time, if said policy be available. The Marina Association shall not be responsible for purchasing liability insurance to cover accidents occurring within the individual Boat Slips.

**18.3 Additional Insurance.** The Marina Association shall obtain such other insurance, as the Board of Directors of the Marina Association shall determine from time to time to be desirable.

**18.4 Premiums.** Premiums for all insurance policies purchased by the Marina Association shall be paid by the Marina Association as a common expense. This shall not include the policies referenced in 18.1(A) above.

**18.5 Shares of Proceeds.** Proceeds covering property losses shall be paid to the Marina Association. The duty of the Marina Association shall be to receive such proceeds as are paid and to hold them in trust for the benefit of the Boat Slip Owners and mortgagees in the following manner:

A. Boat Slips. Proceeds on account of damage to a Boat Slip or Boat Slips shall be held in the following undivided shares:

1. When the dock facility is to be restored, proceeds are to be held for the cost of repairing the damage suffered by each Boat Slip Owner, which cost shall be determined by the Marina Association.

2. When the dock facility is not to be restored, an undivided share for each Boat Slip Owner of a damaged Boat Slip, such share being calculated as the number of slips owned by an owner (which were damaged) divided by the total number of slips not to be restored.

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

**18.6 Agent for the Marina Association.** The Board of Directors of the Marina Association shall irrevocably appoint one person as agent for the Boat Slip Owners and for the holders of mortgages or other liens upon the Boat Slips and for the owners of any other interests in the condominium property to adjust all claims arising under insurance policies that may be purchased by the Marina Association and to execute and deliver releases upon the payment of claims.

**18.7 Boat Slip Owners' Individual Insurance Policy.** Boat Slip Owners shall obtain insurance coverage at their own expense to protect against claims due to accidents within or on his Boat Slip and casualty insurance on the contents within such Boat Slip. Such policies shall also cover any damage to the Boat Slip Owner's boat and other property located within his Boat Slip. Said policies shall provide that the coverage afforded is in excess over the amount recoverable under any other policy covering the same property without rights to make a claim against the insurance of the Marina Association.

## **19 CASUALTY LOSSES TO MARINA ASSOCIATION PROPERTY**

**19.1 Reconstruction or Repair after Casualty.** If any part of the Marina Association Property shall be damaged by casualty, a decision as to not to reconstruct or repair shall be determined by a vote of two-third (2/3) of Boat Slip Owners.

**19.2 Plans and Specifications.** Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are included herein by reference as exhibits; or, if not, then according to plans and specifications approved by both the Boards of Directors of the Master Association and of the Marina Association and by the owners of damaged Boat Slips, from whom approvals shall not be unreasonably withheld.

**19.3 Responsibility.** If the damage is only to those parts of an individual Boat Slip or Boat Slips for which the responsibility of maintenance and repair is that of the Boat Slip Owner, the Boat Slip Owner shall be responsible for reconstruction and repair after casualty.

**19.4 Assessments to Reconstruct.** If the proceeds of the insurance are not sufficient

to defray the estimated cost of reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, notwithstanding anything to the contrary contained herein, assessments shall be made against all Boat Slip Owners, owning slips within the damaged Parcel in sufficient amounts to provide funds for the payment of such costs. The funds created by the payment of these assessments shall be turned over to the Marina Association.

**20. CONDEMNATIONS OR EMINENT DOMAIN.** In case at any time or times the La Peninsula Marina or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all proceeds paid for or on account of such taking shall be payable to the Marina Association as trustee for all Boat Slip Owners and mortgagees according to the loss or damage to their respective interest in the property, as calculated by the number of units owned divided by the total number of units.

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

**A. Boat Slips.** Each boat Slip shall be used as a mooring and permanent dockage for boats and accessory use related thereto. Boat Slips shall not be used for commercial or residential purposes. No live-aboard shall be allowed aboard any vessel within a boat slip. The Boat Slip Owner shall not permit or suffer anything to be done or kept in his Boat Slip which will increase the rate of insurance on the property or which will obstruct or interfere with the rights of the other Boat Slip Owners or annoy them by unreasonable noise or otherwise; nor shall the Boat Slip Owners commit or permit any nuisances, immoral or illegal acts in or about the property. No parties or loud gatherings shall be allowed at any time in or about the condominium property.

**B. Regulations.** Reasonable regulations concerning the use of the common property may be made and amended from time to time by the Marina Association in the manner provided by its Articles of Incorporation and its Bylaws. Copies of such regulations and amendments thereto shall be furnished by the Marina Association to all Boat Slip Owners.

**C. Nuisances.** No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyances to either Boat Slip Owners or which interferes with the peaceful possession and proper use of the property by its owners. No rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist.

**D. Use.** No immoral, improper, offensive or unlawful use shall be made of the property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

**E. Advertisements.** No advertisements or notices of any type shall be erected upon the Marina Association Property. However, the Marina Association's Board of Directors, in

their regulations, may vary this requirement. The Boat Slip Owner may display his name, insignia and flag to distinguish his Boat Slip unit.

**22. REGISTRATION OF BOAT.** No vessel that is required to be registered or titled under Florida law shall be allowed to moor or dock within, or otherwise use the leased area unless such vessel is registered or titled in accordance with the Florida Statutes.

**23. TRANSFER AND LEASING OF INDIVIDUAL CONDOMINIUM BOAT SLIPS.**

**A. Sale or Lease.** No Boat Slip Owner may dispose of a Boat Slip or any interest in a Boat Slip by sale or lease except to an owner of a Unit at La Peninsula or to the Master Association itself.

**B. Approval.** Approval of the Marina Association is required and shall be given within ten (10) days of the written request. Approval can only be withheld to enforce the provision of subsection "23A" above.

**24. TERMINATION OF FACILITY.** Powers granted to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, in the Sovereignty Submerged Land Lease, and renewals thereof, regarding termination shall control over this Declaration.

**25. VOTING RIGHTS.** Subject to the provisions and restrictions set forth in the Marina Association's Articles of Incorporation and its By-Laws, each Boat Slip Owner shall be a member of the Marina Association and shall be entitled to one (1) vote for each Boat Slip owned by him.

**26. EFFECTS OF RESTRICTIONS, EASEMENTS AND CONDITIONS.** All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land and shall run perpetually unless terminated as provided herein and shall be binding upon all Boat Slip Owners and in consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgages, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, and by the Articles of Incorporation of the Marina Association and the By-Laws of the Marina Association.

**27. GENERAL PROVISIONS.**

Each Boat Slip Owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws of the Marina Association and the Articles of Incorporation of the Marina Association. Should the Marina Association find it necessary to bring court action to enforce compliance with the law, this Declaration, its Articles of Incorporation and/or its By-Laws, upon a finding by the court that the violation complained of is willful, the Boat Slip Owner so violating shall reimburse the Marina Association for reasonable attorneys' fees incurred by it in bringing such action, as determined by the court, together with the court costs.

The Marina Association hereby covenants and agrees to investigate all claims of every nature at its expense, and to indemnify, defend and hold and save harmless the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and/or the State of Florida from all claims, actions, lawsuits and demands arising out of the lease with the trustees.

The Marina Association shall install and maintain signs warning boaters to exercise extreme caution due to the presence of manatees in the area. The Marina Association shall also place and maintain manatee information signs on their property.

#### **EXHIBITS TO DECLARATION**

Exhibit "A" below was recorded on August 19, 1986, together with the original Declaration of Covenants, Conditions and Restrictions of La Peninsula, at O.R. Book 1213, page 770 et seq., Public Records of Collier County, Florida.

Exhibit "A" – LEGAL DESCRIPTION Entire Parcel La Peninsula

The following Exhibits are completely amended and restated, and the restatements are attached and recorded herewith:

Exhibit "B" - ARTICLES OF INCORPORATION of THE CLUB AT LA PENINSULA, INC.

Exhibit "C" – BYLAWS of THE CLUB AT LA PENINSULA

The following Exhibit is attached hereto and is hereby incorporated by reference:

Exhibit "D" – Sovereign Submerged Land Lease no. MM089595 with the State of Florida bearing an effective date of July 17, 2011

Exhibits listed below were recorded on May 26, 1988, together with the Amendment to the original Declaration of Covenants, Conditions and Restrictions of La Peninsula, at O.R. Book 1352, page 1307 et seq., Public Records of Collier County, Florida and are hereby incorporated by reference as exhibits to this Amended and Restated Declaration of Covenants Conditions and Restrictions of La Peninsula.

Exhibit "1A" – Articles of Incorporation of LA PENINSULA MARINA ASSOCIATION, INC

Exhibit "1B" - Bylaws of the LA PENINSULA MARINA ASSOCIATION, INC

Exhibit "1C" - Rules of La Peninsula Marina

Exhibit "1D" - Legal Description of La Peninsula Marina

Exhibit "1E" - Site Plans of La Peninsula Marina

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

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
THE CLUB AT LA PENINSULA, INC.**

Pursuant to Chapter 617, Florida Statutes, the Articles of Incorporation of The Club at La Peninsula, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on July 3, 1985 are hereby amended, and restated in their entirety as amended. All amendments included herein have been adopted pursuant to Chapter 617, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Chapter 617, Florida Statutes and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of The Club at La Peninsula, Inc., shall henceforth be as follows:

**NAME:** The name of the corporation, herein called the "Master Association", is The Club at La Peninsula, Inc., and its address is 10 La Peninsula Blvd., Naples, Florida, 34113.

**PRINCIPAL OFFICE:** The principal office of the corporation shall be located at 10 La Peninsula Blvd., Naples, Florida, 34113.

**PURPOSE AND POWERS:** The Master Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and this Master Association will not permit pecuniary gain or profit nor distribution of its income to its members, officers or Directors. It is a nonprofit corporation formed for the purpose of establishing a corporate residential master condominium association which, subject to a Declaration of Covenants, Conditions and Restrictions of La Peninsula as which was, originally recorded in the Public Records of Collier County, Florida, at O.R. Book 1213 at Page 770 *et seq.*, and subsequently amended as recorded at OR Book 1352, at Pages 1307 *et seq.*, and as further amended, has the powers described herein. The Master Association shall have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles, the Bylaws of the corporation, and with said Declaration of Covenants, Conditions and Restrictions of La Peninsula, and shall have all of the powers and authority reasonably necessary or appropriate to the operation and regulation of a residential condominium, subject to said recorded Declaration, as it may from time to time be amended, including but not limited to the power:

- (A) To fix, levy, collect and enforce payment by any lawful means all charges, assessments, or liens pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all license fees, taxes or



governmental charges levied or imposed against the property or the corporation;

- (B) To make, amend and enforce reasonable Rules and Regulations governing the use of the Common Areas and the operation of the Master Association;
- (C) To sue and be sued, and to enforce the provisions of the Declaration, these Articles, and the Bylaws of the Master Association;
- (D) To contract for the management and maintenance of the Common Areas and to delegate any powers and duties of the Master Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Master Association;
- (E) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Property;
- (F) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless an instrument has been approved by three-fourths (3/4) of the Voting Interests of the Master Association agreeing to such dedication, sale or transfer.
- (G) To borrow money if necessary to perform any functions hereunder.
- (H) To maintain, repair, replace and provide insurance for the Common Areas.
- (I) to acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the corporation; subject always to the Declaration as amended from time to time.
- (J) To exercise any and all powers, rights and privileges which a corporation organized under Chapters 716 and 617 of Florida Statutes may now or hereafter have or exercise; subject always to the Declaration as amended from time to time; and

All funds and the title to all property acquired by the Master Association shall be held for the benefit of the Members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws.

#### ARTICLE IV

**MEMBERSHIP AND VOTING RIGHTS:** Membership and Voting Rights shall be as set forth in the Bylaws of the Master Association.

#### ARTICLE V

**TERM; DISSOLUTION:** The term of the Master Association shall be perpetual. The Master Association may be dissolved with the consent given in writing and signed by not less than three-quarters (3/4) of the Voting Interests of the Master Association. Upon dissolution of the Master

Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Master Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization which is devoted to purposes similar to those of this Master Association.

#### ARTICLE VI

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

#### ARTICLE VII

##### **DIRECTORS AND OFFICERS:**

- (A) The affairs of the Master Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.
- (B) Directors of the Master Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- (C) The business of the Master Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Master Association, and they shall serve at the pleasure of the Board.

#### ARTICLE VIII

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

- (A) Proposal. Amendments to these Articles shall be proposed by a majority of the Board or upon petition of one-fourth (1/4th) of the Voting Interests, and shall be submitted to a vote of the members not later than the next annual meeting.
- (B) Vote Required. Except as otherwise required by Florida law, these Articles of Incorporation may be amended if the proposed amendment is approved by at least two-thirds (2/3rds) of the Voting Interests of the Master Association.
- (C) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida with the same formalities as are required in the Declaration for recording amendments to the Declaration.

#### ARTICLE IX

**INDEMNIFICATION:**

- (A) **Indemnity.** The Master 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 Master Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or did act in a manner he reasonably believed to be opposed to the best interest of the Master Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Master 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 Master Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors, and committee members as permitted by Florida law.
- (B) **Defense.** To the extent that a Director, officer, or committee member of the Master Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section (A) above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.
- (C) **Advances.** Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding through all appeals. If it is determined that said affected Director, officer or committee members are not entitled to indemnification as authorized herein, any amounts advanced shall be repaid to the Association upon written demand.
- (D) **Miscellaneous.** The indemnification provided by this Article IX shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.
- (E) **Insurance.** The Master 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 Master 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 Master Association would have the power to indemnify him against such liability under the provisions of this Article.

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



NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE BYLAWS. SEE EXISTING BYLAWS FOR CURRENT TEXT.

**AMENDED AND RESTATED  
BYLAWS  
OF  
THE CLUB AT LA PENINSULA, INC.**

**1. GENERAL.** These are the Amended and Restated Bylaws of The Club at La Peninsula, Inc., hereinafter the "Master Association," a corporation not for profit organized under the laws of Florida for the purpose of operating a residential condominium pursuant to the Florida Condominium Act. All prior Bylaws are hereby revoked and superseded in their entirety.

**1.1 Principal Office.** The principal office of the Master Association shall be at 10 La Peninsula Boulevard, Naples, Florida.

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

**1.3 Definitions.** The terms used herein shall have the same definitions as stated in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of La Peninsula, to which these Bylaws are attached as Exhibit "C".

**2. MEMBERS.** The Members of the Master Association are the record Owners of legal title to the Units located within the seven (7) Condominiums of La Peninsula. In the case of a Unit subject to an agreement for deed, the purchaser in possession shall be deemed the Unit Owner solely for purposes of determining use rights. If a Unit is subject to a life estate, the life tenant is deemed the Unit Owner, and joint life tenants are deemed joint Owners for the purposes of this provision. Membership becomes effective upon the occurrence of the last to occur of the following events.

(A) Recording in the Public Records of a Deed or other instrument evidencing legal title to the Unit in the Member.

(B) Delivery to the Master Association of a copy of the recorded deed or other instrument evidencing title.

**2.1 Voting Rights; Voting Interests.** The Members of the Master Association are entitled to one (1) vote for each Unit owned by them. However, if a Unit is owned by the Master Association, the Master Association may not vote for the Unit. The total number

of votes ("Voting Interests") is equal to the total number of Units for which votes may be cast. The vote of a Unit is not divisible. If a Unit is owned by one (1) natural person, his right to vote shall be established by the record title to the Unit. If a Unit is owned jointly by two (2) or more natural persons who are not acting as trustees, that Unit's vote may be cast by any one (1) of the record Owners. If two (2) or more Unit Owners do not agree among themselves how their one (1) vote shall be cast on any issue, that vote shall not be counted on that issue. If the Unit Owner is not a natural person or is a trustee, the vote of that Unit shall be cast by the Unit's primary occupant.

**2.2 Approval or Disapproval of Matters.** Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of a Master Association meeting; such decision may be expressed by any person authorized to cast the vote of such Unit at a Master Association meeting as stated in Section 2.1 above, unless the joinder of all record Owners is specifically required.

**2.3 Change of Membership.** Following written approval of the Master Association as elsewhere required herein, a change of membership in the Master Association shall be established by the new Member's membership becoming effective as provided for in Section 2 above, and the membership of the prior Owner shall thereby be automatically terminated.

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

### **3. MEMBERS' MEETINGS; VOTING.**

**3.1 Annual Meeting.** There shall be an annual meeting of the Members in each calendar year. The annual meeting shall be held at a location that is in or on the Property each year during the first three (3) months of the year at a day, place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the Members. During the annual meeting, ballots cast in the annual election of Directors shall be counted and results announced.

**3.2 Special Members' Meetings.** Special meetings of the Members must be held whenever called by the President or by a majority of the Directors, and may also be called by Members having at least ten percent (10%) of the votes of the entire membership. Such requests shall be in writing, shall state the purpose or purposes of the meeting, and shall be signed by all the Members making the request. Special Members' meetings shall be held at a location that is in or on the Property.

**3.3 Notice of Meetings.** Notices of all meetings of the Members must state the time, date, and place of the meeting and include an agenda for the meeting. The notice must be mailed to each Member at the address which appears on the books of the Master

Association, or may be furnished by personal delivery if a written waiver of mailing is obtained, or may be provided by electronic transmission to the Unit Owners who so consent. The Member bears the responsibility for notifying the Master Association of any change of address. The notice must be mailed, delivered or transmitted at least fourteen (14) days before the meeting. If the Master Association is informed that a Unit has been transferred after notice has been mailed, no separate notice to the new Owner is required. Notice of any meeting may be waived in writing by any person entitled to receive such notice. Attendance at any meeting by a Member constitutes waiver of notice by that Member, unless the Member objects to the lack of notice at the beginning of the meeting. Notice of Unit Owner meetings, except Unit Owner meetings called to recall the Board members under Section 718.112(2)(j), Fla. Stat. may be given by electronic transmission to Unit Owners who consent to receive notice by electronic transmission.

**3.4 Notice of Annual Meeting; Special Requirements.** Notice of the annual meeting together with a detailed agenda shall be posted in a conspicuous place on the Property or may be provided by electronic transmission to those Owners consenting to receive electronic notice at least fourteen (14) days prior to the annual meeting. The notice and agenda for the annual meeting shall also be sent by first class mail to each Owner, and an affidavit of the officer or other person making such mailing shall be retained in the Master Association records as proof of mailing. Notice of the annual meeting may be delivered in person if a written waiver of mailing is obtained.

**3.5 Quorum.** A quorum at Members meeting shall be obtained by the presence, either in person or by proxy, of persons entitled to cast at least a majority of the votes of the entire Voting Interest.

**3.6 Vote Required.** The acts approved by a majority of the votes cast at a duly called meeting of the Members at which a quorum has been attained shall be binding upon all Unit Owners for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the Governing Documents.

**3.7 Proxy Voting.** To the extent lawful, any person entitled to attend and vote at a Members meeting may establish his presence and cast his vote by proxy. Proxies may not be used in electing Directors. "Limited proxies" shall be used for votes taken to waive reserves or financial statement requirements, to amend the Master Association documents, and for all other matters for which the Condominium Act requires or permits a vote of the Members. "General proxies" may be used to establish a quorum, for procedural votes, and for non-substantive amendments to proposals for which a limited proxy is being used. A proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by a person authorized to cast the vote for the Unit, and specify the date, time and place of the meeting for which it is given. The proxy must be delivered to the Secretary at or before the time of the meeting or adjournment thereof. Holders of proxies need not be Members. No proxy is valid if it names more than one person proxy holder, but the



proxy holder has the right, if the proxy so provides, to substitute another person to hold the proxy.

**3.8 Adjourned Meetings.** Any duly called meeting of the Members may be adjourned to be reconvened at a specific later time by vote of the majority of the Voting Interests present, regardless of whether a quorum has been attained. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance.

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

- (A) Counting of ballots in Election of Directors (if necessary)
- (B) Call of the roll or determination of quorum
- (C) Reading or disposal of minutes of last Members' meeting
- (D) Reports of Officers
- (E) Reports of Committees
- (F) Unfinished Business
- (G) New Business
- (H) Adjournment

**3.10 Minutes.** Minutes of all meetings of the Members, and of the Board of Directors, shall be kept in a businesslike manner, available for inspection by Members or their authorized representatives at all reasonable times, and for at least seven (7) years after the meeting. Minutes should be reduced to written form within thirty (30) days after the meeting at which they were taken.

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

**3.12 Action by Members Without Meeting.** Except for the holding of the annual meeting and annual election of Directors, any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if written consents or other instruments expressing approval of the action proposed to be taken are signed and returned by Members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the Voting Interests were present and voting. If the requisite number of written consents are received by the Secretary within ninety (90) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect on the date the requisite number of written consents are received, as if on the date the requisite number of written consents are received the action had been approved by vote of the Members at a meeting of the Members held on said date. Within ten (10) days after the date the requisite number of consents is received, the Board shall send written notice of the action taken to all Members who have not consented in writing. Nothing in this

paragraph affects the rights of Members to call a special meeting of the membership, as provided for by Section 3.2 above, or by law. If the vote is taken by the method described in this section, the list of all Unit Owners on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters.

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

**4.1 Number and Terms of Office.** The number of Directors which shall constitute the whole Board of Directors shall be seven (7). In order to provide for continuity of experience by establishing a system of staggered terms, in the 2016 annual election, the number of Directors elected will be seven (7), and four (4) Directors shall initially be elected to a two (2) year term and three (3) Directors shall initially be elected to a (1) year term. The elected Directors shall draw straws to determine which Directors shall serve an initial two (2) year term and which Directors shall initially serve a one (1) year term. Thereafter, all Directors shall be elected for two (2) year terms. In the event another Condominium is added to the Property and subject to the Governing Documents, the number of Directors shall increase to nine (9) whereby the additional Condominium is provided one (1) Director position and the ninth position would be designated an at-large position to be filled from any Condominium and the at-large position shall be elected by the entire Voting Interest. A Director's term ends at the annual election at which his successor is to be duly elected. Directors shall be elected by the Members as described in Section 4.3 below, or in the case of a vacancy between annual elections, as provided in Section 4.4 below.

**4.2 Qualifications.** Each Director must be a Unit Owner or the spouse or non-spouse companion of the Unit Owner in the Condominium that they represent. Co-Owners of a Unit may not serve as members of the Board at the same time unless they own more than one Unit or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of vacancy. A person who has been suspended or removed from the Board by the Division of Condominiums or who is delinquent in the payment of any fee or assessment is not eligible for Board membership. Convicted felons must wait at least five (5) years after their civil rights have been restored before being eligible to be a candidate for the Board.

**4.3 Elections.** In each annual election the Members shall elect by written, secret ballot as many Directors as there are regular terms of Directors expiring, unless the balloting is dispensed with as provided for by law.

(A) **First Notice; Candidates.** Not less than sixty (60) days before the election, the Master Association shall mail or deliver, or electronically transmit to Unit Owners who so consent, to each Unit Owner entitled to vote, a first notice of the date of the election. The first notice may be given by separate Master Association mailing or electronic transmission or included in another Master Association

mailing, delivery or electronic transmission, including regularly published newsletters. Any Unit Owner or other eligible person desiring to be a candidate to represent their Condominium may qualify as such by giving written notice to the Master Association, receipt of which must be not less than forty (40) days before the annual election.

(B) Second Notice; Candidate Information Sheets. If there are more candidates than there are Directors to be elected from any of the Condominiums, balloting will be required for such Condominiums. At least fourteen (14) days before the election, the Master Association shall mail or deliver a second notice of election to all Unit Owners entitled to vote in the contested election, together with a ballot which shall list all qualified candidates in alphabetical order, by surname. This notice may also include the notice of the annual meeting required by Section 3.3 above. Upon timely request of a candidate, the Master Association shall include a "candidate information sheet" (no larger than 8-1/2 inches by 11 inches, furnished by the candidate) with the mailing of the ballot, with the costs of mailing and copying to be borne by the Master Association.

(C) Balloting. Where balloting is required, Directors shall be elected by a plurality of the votes cast, provided that at least twenty percent (20%) of the eligible voters cast ballots. Proxies may not be used in the election. In the election of Directors, there shall be apportionment to each Unit one (1) vote for any candidate running for a seat representing their Condominium. Tie votes may be broken by agreement among the candidates who are tied, or if there is no agreement, by lot or by any other method required or permitted by law.

**4.4 Resignation; Vacancies on the Board.** Any Director may resign at any time by giving written notice to the Master Association, and unless otherwise specified therein, the resignation shall become effective upon receipt. If the office of any Director becomes vacant for any reason, a successor to fill the remaining unexpired term shall be appointed or elected as follows:

(A) If a vacancy occurs on the Board as a result of an increase in the number of Directors or a vote of the Directors pursuant to Section 4.5 below or a recall in which less than a majority of the Board members are removed, the vacancy may be filled by a special election of the members of the Condominium which is represented by the resigning Director.

(B) If vacancies occur on the Board as a result of a recall, and a majority or more of the Directors are removed, the vacancies shall be filled in accordance with procedural rules to be adopted by the Division, which provide procedures governing the conduct of the recall election as well as the operation of the Master Association during the period after a recall, but prior to the recall election.

(C) A vacancy that will occur at a specific later date, by reason of a resignation effective at a later date under §617.0807 or otherwise, may be filled before the vacancy occurs. However the new Director may not take office until

the vacancy occurs.

**4.5 Recall and Removal of Directors.** Any or all Directors may be recalled, with or without cause, by a majority vote of the entire membership, either by a written petition or at a meeting called for that purpose. If a meeting is held or a petition is filed for the removal of more than one (1) Director, the question shall be determined separately as to each Director sought to be recalled. If a special meeting is called by ten percent (10%) of the Voting Interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days after the date of notice of the meeting. Directors or officers who are ninety (90) days delinquent in payment of regular assessments shall be deemed to have abandoned the office. A Director or officer charged with a felony theft or embezzlement offense involving the Master Association's funds or property shall be removed from office and cannot be appointed or elected while charges are pending. If there is no finding of guilt, the director or officer shall be reinstated for the remainder of his or her term of office. Notwithstanding the above, any elected Director who has three (3) consecutive unexcused absences, as determined by the Board of Directors, from meetings of the Board of Directors, or any elected Director who is delinquent in the payment of any Assessment or other charges due the Master Association for more than ninety (90) days, or any Director who lists his or her Unit for sale in the ordinary course of business through the Multiple Listing Service or for sale by owner or any other commercial listing mechanism may be removed by a majority of the other Directors present at a regular or special meeting of the Board of Directors at which a quorum is present and the vacant position shall be filled in accordance with Section 4.4 above.

**4.6 Organizational Meeting.** The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at a location on the Property and at a time as may be fixed and announced by the Directors.

**4.7 Other Meetings.** Meetings of the Board may be held at such time and at a location on the Property, as shall be determined from time to time by the President or by a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, electronic mail, telephone or telegram at least two (2) days before the day of the meeting.

**4.8 Notice to Owners.** Except, as otherwise provided by law or elsewhere in this Article 4, all meetings of the Board of Directors shall be open to attendance by the Unit Owners. The right of Owners to attend Board meetings includes the right to speak on designated agenda items, subject to reasonable rules of the Master Association governing the manner, duration and frequency of doing so. Twenty percent (20%) of the Voting Interests may petition the Board to address an item of business as an agenda item at its next regular Board meeting or at a special meeting of the Board that must be held no later than 60 days after receipt of the petition. Notice of meetings of the Board of Directors may be given by electronic transmission to Unit Owners who consent to receive notice by electronic transmission. A notice and agenda of all Board meetings must be posted conspicuously on the Property for at least forty-eight (48) continuous hours in advance of

each meeting, except in an emergency, and subject to the following special circumstances:

(A) Assessment to be Considered. Notice of any Board meeting at which Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and disclose the nature of such Assessments, estimated cost, and description of the purposes for such Assessments. Notice of any Board meeting at which a non-emergency special Assessment will be considered must also be mailed to the each Unit Owner and posted conspicuously on the Property at least fourteen (14) days before the meeting, except in an emergency, and an affidavit of mailing must be retained as proof of mailing.

(B) Budget Meetings. Notice of any Board meeting held to formally adopt a budget, or to amend a previously adopted budget, must be mailed, delivered or electronically transmitted to Unit Owners who so consent, to the Unit Owners as further provided in Section 6.2 below.

(C) Meetings with Master Association Legal Counsel. Meetings between either the Board or a committee, and Master Association legal counsel, regarding proposed, impending or ongoing litigation, to the extent the meeting is held for the purpose of seeking or rendering legal advice regarding that litigation, may be closed to the Members.

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

**4.10 Quorum of Directors.** A quorum at a Board meeting exists only when at least a majority of all Directors are present in person at a duly called meeting. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation in a meeting by such means is equivalent to presence in person. Directors may not vote or participate in Board meetings by proxy or by secret ballot, except that officers may be elected by secret ballot.

**4.11 Vote Required for Action.** The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Master Association documents or by applicable statutes. A Director who is present at a meeting of the Board and abstains from voting is deemed to have neither voted in favor or against the action. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes.

**4.12 Adjourned Meetings.** A majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, provided a quorum is present,

any business may be transacted that might have been transacted at the meeting originally as called.

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

**4.14 Compensation of Directors and Officers.** Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses related to the proper discharge of their respective duties.

**4.15 Committees.** The Board of Directors may appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Master Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Notice of meetings of committees may be given by electronic transmission to Unit Owners who consent to receive notice by electronic transmission. Meetings of a committee for the purpose of taking final action on behalf of the Board, or to make recommendations to the Board regarding a budget, must be noticed and conducted with the same formalities as are required for Board meetings in Section 718.112(2)(c), Florida Statutes, as amended. To the greatest extent permitted by law, meetings of all other committees are exempt from this requirement.

**4.16 Emergency Powers.** In the event of any "emergency" as defined in Section 4.16 (N) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, and Section 718.1265 Florida Statutes, as amended from time to time.

(A) The Board may conduct Board meetings and membership meetings with notice given as is practicable. Such notice may be given in any practicable manner, including publication, radio, United States mail, the internet, public service announcements, and conspicuous posting on the Property or any other means the Board deems reasonable under the circumstances. Notice of Board decisions may be communicated as provided in this paragraph.

(B) The Board may cancel and reschedule any Master Association meeting.

(C) 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 assistants during the state of emergency to accommodate the incapacity or unavailability of any officer of the Master Association.

(D) The Board may relocate the Master Association's principal office or designate alternative principal offices.

(E) The Board may enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

(F) The Board may implement a disaster plan before or immediately following the event for which a state of emergency is declared which may include, but is not limited to, shutting down or off elevators; electricity; water, sewer, or security systems; or air conditioners.

(G) The Board may, based upon the advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine any portion of the condominium property unavailable for entry or occupancy by Unit Owners, family members, tenants, Guests, agents, or invitees to protect the health, safety, or welfare of such persons.

(H) The Board may require the evacuation of the La Peninsula in the event of a mandatory evacuation order in the locality in which La Peninsula is located. Should any Unit Owner or other occupant of a Condominium fail or refuse to evacuate La Peninsula where the Board has required evacuation, the Master Association shall be immune from liability or injury to persons or property arising from such failure or refusal.

(I) The Board may, based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine whether the condominium property can be safely inhabited or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the declaration.

(J) The Board may mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus, including, but not limited to, mold or mildew, by removing and disposing of wet drywall, insulation, carpet, cabinetry, or other fixtures on or within La Peninsula, even if the Unit Owner is obligated by the Declaration or law to insure or replace those fixtures and to remove personal property from the Unit.

(K) The Board may contract, on behalf of any Unit Owner or Owners, for items or services for which the Owners are otherwise individually responsible for, but which are necessary to prevent further damage to La Peninsula. In such event, the Unit Owner or Owners on whose behalf the Board has contracted are responsible for reimbursing the Master Association for the actual costs of the items or services, and the Master Association may use its lien authority provided by Section 718.116, Florida Statutes to enforce collection of the charges. Without limitation, such items or services may include the drying of Units, the boarding of broken windows or doors, and the replacement of damaged air conditioners or air handlers to provide climate control in the Units or other portions of the property.

(L) The Board may, regardless of any provisions to the contrary, levy special Assessments without a vote of the Owners.



(M) The Board may, without Owners' approval, borrow money and pledge Master Association assets as collateral to fund emergency repairs and carry out the duties of the Master Association when operating funds are insufficient.

(N) 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 any of the following:

- (1) a state of emergency declared by the Governor pursuant to Section 252.36 Florida Statutes or by local civil or law enforcement authorities
- (2) a hurricane warning
- (3) a partial or complete evacuation order
- (4) a federal or state "disaster area" status
- (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 other similar event.

An "emergency" also exists for purposes of this Section during any period of time when a quorum of the Board cannot readily be assembled because of the occurrence or imminent occurrence of a catastrophic event, such as a hurricane, earthquake, act of war, civil unrest or terrorism, or other similar event. A good faith determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

The special emergency powers authorized above shall be limited to that time reasonably necessary to protect the health, safety, and welfare of the Master Association and the Unit Owners and the Unit Owner's family members, tenants, Guests, agents, or invitees and shall be reasonably necessary to mitigate further damage and make emergency repairs.

## **5. OFFICERS.**

**5.1 Officers and Elections.** The executive officers of the Master Association shall be a President, and a Vice President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by a majority vote of the Board of Directors. Any officer may be removed with or without cause at any meeting by vote of a majority of all Directors at any meeting. Any person, except the President, may hold two (2) or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Master Association. If the Board so determines, there may be more than one (1) Vice President. Any officer may resign at any time by giving written notice to the Association and unless otherwise specified therein, the resignation shall become effective upon receipt. A director or officer charged with a felony theft or embezzlement offense

involving the Master Association's funds or property shall be removed from office and cannot be appointed or elected while charges are pending. If there is no finding of guilt, the Director or officer shall be reinstated for the remainder of his or her term of office.

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

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

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

**5.5 Treasurer.** The Treasurer shall be responsible for Master Association funds and securities, the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Master Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Master Association in such depositories as may be designated by the Board of Directors. The Treasurer shall oversee the disbursement of Master Association funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at meetings of the Board, or whenever they may require it, a full accounting of all transactions and of the financial condition of the Master Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if one has been designated.

**6. FISCAL MATTERS.** The provisions for fiscal management of the Master Association set forth in the Declaration of Covenants, Conditions and Restrictions shall be supplemented by the following provisions:

**6.1 Depository.** The Master Association shall maintain its funds in federally insured accounts or investments with such financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board. Withdrawal of

monies from such accounts shall be only by such persons as are authorized by the Board.

**6.2 Budget.** The Board of Directors shall adopt a budget of Common Expenses in advance for each fiscal year. A copy of the proposed budget, and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted, shall be mailed, delivered or electronically transmitted to the Unit Owner not less than fourteen (14) days before that meeting. The proposed budget must be detailed, and must show the amounts budgeted by income and expense classifications, including without limitation those specified in Section 718.504(21)(c) of the Condominium Act, if applicable.

**6.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance.** In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by law. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing. They shall also include any other planned or foreseeable capital expenditure or deferred maintenance item with a current estimated cost of \$10,000 or more. The amount to be reserved shall be computed by a formula based upon estimated remaining life and replacement cost of each item. These reserves must be funded unless the Members of the Master Association have, by a majority vote of those present in person or by proxy at a duly called meeting of the Master Association, determined to fund no reserves, or less than adequate reserves, for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Unit Owners as required in Section 6.2 above. Reserves funded under this paragraph, and any interest thereon, shall be used only for the purposes for which they were reserved, unless their use for other purposes is approved in advance by a majority of the Voting Interests present, in person or by limited proxy, at a Members' meeting called for the purpose. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserves for other purposes must contain the following statement in large, bold caps: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.**

**6.4 Other Reserves.** In addition to the statutory reserves described in Section 6.3 above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, minor improvements, deferred maintenance or special projects. The purpose of these reserves is to provide financial stability and to avoid the need for special Assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year. These funds may be spent for any purpose approved by the Board.

**6.5 Assessments.** Regular annual Assessments based on the adopted budget shall be paid in quarterly installments, in advance, due on the first day of January, April, July and October of each year. Written notice of each quarterly installment shall be sent to the Members at least fifteen (15) days prior to the due date. Failure to send or receive such notice does not excuse the obligation to pay. The quarterly installments shall be equal in

size, except that if an annual budget has not been adopted at the time the first quarterly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last quarterly payment, and payments shall be continued at such rate until a budget is adopted and new quarterly installments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each Unit's next due quarterly installment.

**6.6 Special Assessments.** Special Assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special Assessments are due on the day or manner specified in the resolution of the Board approving such Assessments. The notice of any Board meeting at which a special assessment will be considered, discussed or proposed shall be given as provided in Section 4.8 above and the notice to the Owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The funds collected must be spent for the stated purpose(s) or returned to the Members as provided by law.

**6.7 Fidelity Bonds.** The President, Secretary and Treasurer, and all other persons who are authorized to sign checks or have access to Master Association funds, shall be bonded in such amounts as may be required by law or greater if otherwise determined by the Board of Directors. The premiums on such bonds is a Common Expense.

**6.8 Financial Statements.** Not later than ninety (90) days after the close of each fiscal year, the Master Association shall cause to be prepared and completed financial statements for the year meeting the requirements of Section 718.111(13), Florida Statutes. Within twenty-one (21) days after the financial statements are received by the Master Association from the accountant, the Master Association shall distribute to the Owners a copy of the statements or provide notice that a copy will be distributed without charge to any Owners providing written request for a copy. These full reporting requirements of Section 718.111(13), Florida Statutes, may be waived for no more than three (3) consecutive fiscal years pursuant to the Condominium Act. A waiver for one (1) or two (2) consecutive fiscal years will be effective if approved by at least a majority of the Voting Interests present in person or by proxy at a meeting called for the purpose and held prior to the end of a fiscal year.

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

**6.10 Fiscal Year.** The fiscal year for the Master Association shall begin on the first day of January of each calendar year. The Board of Directors may adopt a different fiscal year in accordance with law and the regulations of the Internal Revenue Service.

**7. RULES AND REGULATIONS.** The Board of Directors may, from time to time, adopt and amend administrative Rules and Regulations governing the use, maintenance, management and control of the Common Areas, and the operation of the Master Association. Copies of such Rules and Regulations shall be furnished to each

Unit Owner. Any Rule or Regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the Unit Owners, and uniformly applied and enforced.

**8. COMPLIANCE AND DEFAULT; REMEDIES.** In addition to the remedies provided in the Declaration of Covenants, Conditions and Restrictions, or as otherwise provided by law, the following shall apply:

**8.1 Fines; Suspensions.** The Board of Directors may levy fines and/or suspensions against Units whose Owners are delinquent in the payment of monetary obligations due to the Master Association, commit violations of the Condominium Act, the provisions of the Governing Documents, or the Rules and Regulations, or who condone such violations by their family members, Guests or lessees. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amount allowed by law. Suspensions of the use of the common areas, common facilities, or Master Association property may be imposed for a reasonable period of time to deter future violations or if for failure to pay monetary obligations due to the Master Association, until such time as the monetary obligations are paid. The procedure for imposing fines and/or suspensions not related to delinquency in monetary obligations due to the Master Association shall be as follows:

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

- (1) A statement of the date, time and place of the hearing;
- (2) A short and plain statement of the specific facts giving rise to the alleged violation(s); and
- (3) The possible amounts of any proposed fine and/or possible use rights to Common Areas or Master Association property to be suspended.

(B) **Hearing:** At the hearing the party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Master Association. The hearing shall be conducted before a panel of three (3) non-Director Unit Owners appointed by the Board. If the committee, by majority vote, does not agree with the fine and/or suspension, it may not be levied. If the committee agrees with the fine and/or suspension, the Board shall levy same.

If an Owner is more than ninety (90) days delinquent in paying a monetary obligation due to the Master Association, the Master Association may suspend the right of a Unit Owner or a Unit's occupant, licensee, or invitee to use Common Areas or any other Master Association property until the monetary obligation is paid. For such non-payment of monetary obligations, no notice or hearing is required.

**8.2 Mandatory Non-Binding Arbitration.** In the event of any dispute as defined in Section 718.1255(1) of the Condominium Act, between a Unit Owner and the Master Association arising from the operation of the Master Association, the parties must submit the dispute to mandatory non-binding arbitration under the rules of the Division of Florida Condominiums, Timeshares, and Mobile Homes prior to filing any lawsuit over the disputed matters. Nothing herein shall be construed to require arbitration of disputes related to the levy or collection of fees or Assessments.

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

**9.1 Proposal.** Amendments to these Bylaws may be proposed by a majority of the Board, or by written petition to the Board, signed by at least one-fourth (1/4th) of the Voting Interests.

**9.2 Procedure.** Upon any amendment or amendments to these Bylaws being proposed by said Board or Unit Owners, such proposed amendment or amendments shall be submitted to a vote of the Owners not later than the next annual meeting for which proper notice can still be given.

**9.3 Vote Required.** Except as otherwise provided by law, or by specific provision of the Master Association documents, a proposed amendment to these Bylaws shall be adopted if it is approved by at least two-thirds (2/3rds) of the Voting Interests of the Master Association.

**9.4 Recording Effective Date.** A copy of each adopted amendment shall be attached to a certificate reciting the facts of its adoption, which certificate shall be executed by the President or Vice President of the Master Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida. The certificate must identify the book and page of the Public Records where the Declaration of Covenants, Conditions and Restrictions was originally recorded.

**10. MISCELLANEOUS.**

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

**10.2 Severability.** Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

**10.3 Conflict.** If any irreconcilable conflict between these Bylaws and the Declaration of Covenants, Conditions and Restrictions or Articles of Incorporation should exist or arise, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.

**EXHIBIT "A" to Declaration of Covenants, Conditions and Restrictions  
of La Península**

**LEGAL DESCRIPTION  
Entire Parcel La Península**

From a point of Beginning at the northeast corner of said Section 6, Township 32 South, Range 26 East, Collier County, Florida, run South 1 degree 11 minutes 25 seconds West, along the east line of said Section 6, 261.67 feet to a point of beginning of a certain Bulkhead Line, as recorded in Bulkhead Plat Book 1, Page 2 of the Public Records of Collier County, Florida; thence run the following courses, along the said Bulkhead Line: South 69 degrees 27 minutes 16 seconds West, for 743.37 feet; South 74 degrees 20 minutes 53 seconds West, for 900.00 feet, to a point of curvature; run 496.90 feet along the arc of a circle, concave to the northeast, having a radius of 105.00 feet, and subtended by a chord having a bearing of North 20 degrees 41 minutes 22 seconds West and a length of 360.46 feet, to a point of beginning; thence North 40 degrees 16 minutes 02 seconds East, for 711.65 feet, to the end of the Bulkhead Line; thence run South 08 degrees 14 minutes 27 seconds East, along the north line of said Section 6, 1202.05 feet, to the Point of Beginning; containing 20.13 acres, more or less, excepting from the above the following:

Beginning from the Northeast corner of Section 6, Township 32 South, Range 26 East, Collier County, Florida, run South 1 degree 11 minutes 25 seconds West, along the east line of said Section 6, for 30.0 feet, to the Point of Beginning; thence continue to run South 1 degree 11 minutes 25 seconds West, along said East Line, for 231.67 feet, to a point on the Bulkhead Line as recorded in Bulkhead Line Plat Book 1, Page 2, Record 12 of Collier County, Florida; thence run South 69 degrees 27 minutes 16 seconds West, along said Bulkhead Line, 300.52 feet; thence run North 20 degrees 41 minutes 22 seconds West for 272.38 feet; thence run North 1 degree 11 minutes 25 seconds East, for 60.0 feet to a point 30.0 feet South of the North line of said Section 6; thence run South 89 degrees 48 minutes 27 seconds East along a line parallel with and 30.0 feet, as measured at right angles from said North line of Section 6, for 300.00 feet to the Point of Beginning, containing 2.35 acres, more or less, Collier County, Florida.





# EXHIBIT C

INDEX TO  
AMENDED AND RESTATED ARTICLES OF INCORPORATION FOR  
200 LA PENINSULA CONDOMINIUM ASSOCIATION, INC.

ARTICLE I	
Name .....	Page 1
ARTICLE II	
Purpose and Powers .....	1
ARTICLE III	
Membership .....	3
ARTICLE IV	
Term .....	3
ARTICLE V	
By-Laws .....	3
ARTICLE VI	
Amendments .....	3
ARTICLE VII	
Directors and Officers .....	4
ARTICLE VIII	
Indemnification .....	4
CERTIFICATE .....	4

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
FOR 200 LA PENINSULA CONDOMINIUM ASSOCIATION, INC.**

In compliance with the requirements of Chapter 617, Florida Statutes, the Articles of Incorporation of 200 La Peninsula Condominium Association, Inc., A Florida corporation not for profit, which was originally incorporated under the same name on April 18, 1986, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617, Florida Statutes and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Section 617, and the omission of matters of historical interest. This Amended and Restated Articles of Incorporation of 200 La Peninsula Condominium Association, Inc. shall henceforth be as follows:

**ARTICLE I**

The name of the corporation, hereinafter called "Condominium Association" is 200 LA PENINSULA CONDOMINIUM ASSOCIATION, INC. and the corporate office address is 200 La Peninsula, Naples, FL 34113.

**ARTICLE II**

**PURPOSE AND POWERS:** The purpose for which the Condominium Association is organized is to provide an entity in accordance with the Condominium Act for the operation of 200 La Peninsula, a Condominium, located in Collier County, Florida.

The Condominium Association is organized and shall exist upon a non-stock basis as a not-for-profit corporation under the laws of the State of Florida, and no portion of any earning of the Condominium Association shall be distributed or inure to the private benefit of any member, director or officer of the Condominium Association. For the accomplishment of its purposes, the Condominium Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, and as provided in these Amended and Restated Articles of Incorporation, the Amended and Restated Declaration of Condominium, and the Amended and Restated By-laws or the Florida Condominium Act, as they may be amended from time to time.

The Condominium Association shall have all the powers and duties reasonably necessary to operate the condominium pursuant to the Amended and Restated Declaration and as it may hereafter be amended, including, but not limited to; the following:

A. To make and collect assessments against the members of the Association in order to defray the costs, expenses and losses of the Association, and to use the proceeds of said assessments in the exercise of its powers and duties;

B. To protect, maintain, repair, replace and operate the Condominium property and Association property;

C. To purchase insurance on the Condominium property and Association property for the protection of the Association, its members and their mortgagees;

D. To make, amend, and enforce reasonable rules and regulations governing the use of the common elements, and the operation of the Association;

E. To approve or disapprove the transfer, mortgage, ownership and occupancy of units, as provided by the Amended and Restated Declaration of Condominium and the Amended and Restated By-laws;

F. To reconstruct improvements after casualty and to make further improvements of the property;

G. To enforce the provisions of the Condominium Act, the Amended and Restated Declaration of Condominium, these Amended and Restated Articles, the Amended and Restated By-laws and any Rules and Regulations of the Association, as amended;

H. To contract for the management and maintenance of the Condominium and the Condominium Property, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Amended and Restated Declaration of Condominium to be exercised by the Board of Directors or the membership of the Condominium Association;

I. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for the proper operation of the Condominium;

J. To acquire real and personal property in the name of the Association, provided that the acquisition of any real property via any means other than foreclosure of a Claim of Lien or Deed In Lieu of Foreclosure shall be only upon approval of seventy-five percent (75%) of the members, unless otherwise provided in the By-Laws

K. To borrow money, if necessary, to perform its other functions hereunder.

L. To dedicate or otherwise transfer all or any portion of the common areas to any public entity, authority or utility on the approval of seventy-five percent (75%) of the members, unless otherwise provided in the By-Laws.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Amended and Restated Declaration of Condominium, these Amended and Restated Articles of Condominium, and the Amended and Restated By-laws, as may be amended from time to time.

### ARTICLE III

MEMBERSHIP: The members of the Association shall consist of all record owners of a fee simple interest in one or more units in the Condominium, and as further provided in the Amended and Restated By-laws. After termination of the Condominium, the members shall consist of those who are members at the time of such termination. After receiving approval of the Association as required by the Amended and Restated Declaration of Condominium, change of membership shall be established by recording in the Public Records of Collier County, Florida, a deed or other instrument and by delivery to the Association of a copy of such instrument. The share of a member in the funds and assets of the Association cannot be assigned or otherwise transferred in any manner except as an appurtenance to his unit. The owners of each unit, collectively, shall be entitled to one vote in the Association matters as set forth in the Amended and Restated Declaration of Condominium and Amended and Restated By-laws. The manner of exercising voting rights shall be as set forth in the Amended and Restated By-laws.

### ARTICLE IV

TERM: The term of the Condominium Association shall be perpetual.

### ARTICLE V

BY-LAWS: The Amended and Restated By-laws of the Condominium Association may be amended or rescinded in the manner provided for therein.

### ARTICLE VI

AMENDMENTS: Except as otherwise provided under Florida law, these Amended and Restated Articles of Incorporation may be amended if the proposed amendment is approved by the vote of not less than sixty-six and two thirds (66 23/30ths)

percent of the owners of all condominium units in the condominium present in person or by proxy and voting at any duly called membership meeting. Members not present at the meeting considering the amendment may express their approval in writing, given before such meeting. Any amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Collier County, Florida.

## ARTICLE VII

**DIRECTORS AND OFFICERS:** The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Amended and Restated By-laws, but in any event no less than three (3) Directors, and no greater than seven (7) members. All Directors shall be elected by the members in the manner detailed in the Amended and Restated By-laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the Amended and Restated By-laws. The officers shall conduct the business of the Association, and shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Condominium Association and shall serve at the pleasure of the Board.

## ARTICLE VIII

**INDEMNIFICATION:** The Association shall indemnify every Director and every officer of the Association against all expenses and liabilities including attorney's fees incurred by or imposed on them in connection with any legal proceeding to which he may become a party as a result of his position as an officer or director of the Association, provided, however, said indemnification shall not apply in the event of gross negligence or willful misconduct of the Director or officer, or in any criminal action, unless the Director or officer acted in good faith and in a manner he reasonably believed was in the best interest of the Condominium Association.

## CERTIFICATE

The undersigned, being the duly elected President and Secretary of 200 La Peninsula Condominium Association, Inc., hereby certify that the foregoing were duly proposed by the Board of Directors and that the foregoing were approved by a majority of the votes of all members entitled to vote thereon at a duly called meeting, at which a quorum was present, held on \_\_\_\_\_, 2018, which was a sufficient number for approval, after due notice, in accordance with the requirements of the Articles of

Incorporation for their amendment. The foregoing both amend and restate the Articles of Incorporation in their entirety.

200 LA PENINSULA CONDOMINIUM ASSOCIATION, INC.  
A Florida not-for-profit corporation

\_\_\_\_\_  
Print name: \_\_\_\_\_  
As President

Attest: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
As Secretary

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ 2018 by \_\_\_\_\_ President of 200 La Peninsula Condominium Association, Inc., who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(SEAL)

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ 2018 by \_\_\_\_\_ Secretary of 200 La Peninsula Condominium Association, Inc., who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(SEAL)

# EXHIBIT D



AMENDED AND RESTATED BYLAWS OF  
200 LA PENINSULA CONDOMINIUM

1.	IDENTITY.....	Page 1
1.1	Principal Office.....	1
1.2	Calendar Year .....	1
1.3	Definitions .....	1
2.	MEETINGS OF MEMBERS AND VOTING .....	1
2.1	Annual Meeting .....	1
2.2	Special Meetings.....	1
2.3	Notice of Annual and Special Meetings .....	2
2.4	Notice of Budget Meeting .....	2
2.5	Member Request for Reconsideration of Budget Under Certain Circumstances .....	2
2.6	Notice of Meeting to Consider Recall of Board Members .....	2
2.7	Notice of Meeting to Elect Directors.....	2
2.8	Quorum.....	3
2.9	Voting .....	3
2.10	Membership: Designation of Voting Members .....	3
2.11	Proxies; Powers of Attorney .....	4
2.12	Adjourned Meetings .....	5
2.13	Waiver of Notice .....	5
2.14	Minutes of Meetings.....	5
2.15	Order of Business .....	5
2.16	Actions Specifically Requiring Unit Owner Approval.....	5
2.17	Action Without Meeting .....	6
2.18	Voting Rights.....	7
3.	DIRECTORS .....	7
3.1	Number and Qualifications.....	7
3.2	Election of Directors.....	8
3.3	Term.....	8
3.4	Vacancies.....	8
3.5	Removal.....	8
3.6	Disqualification and Resignation.....	8
3.7	Organizational Meeting .....	9
3.8	Regular Meetings.....	9
3.9	Special Meetings.....	9
3.10	Waiver of Notice .....	9
3.11	Quorum.....	9
3.12	Adjourned Meetings .....	9
3.13	Proxy.....	10
3.14	Presumed Assent.....	10

3.15	Joinder in Meeting by Approval of Minutes .....	10
3.16	Attendance by Conference Telephone or Real-Time Electronic Communication .....	10
3.17	Meetings Open to Members .....	10
3.18	Presiding Officer.....	10
3.19	Minutes of Meetings.....	10
3.20	Compensation .....	10
3.21	Order of Business .....	11
3.22	E-Mail Communications.....	11
4.	POWERS AND DUTIES OF THE BOARD OF DIRECTORS .....	11
4.1	Maintenance, Management and Operation of the Condominium Property .....	11
4.2	Contract of Sue .....	11
4.3	Right of Access to Units .....	11
4.4	Make and Collect Assessments .....	11
4.5	Lease, Maintain, Improve, Repair and Replace the Common Elements .....	11
4.6	Lien and Foreclose for Unpaid Assessments.....	11
4.7	Purchase Unit.....	12
4.8	Adopt Rules and Regulations .....	12
4.9	Maintain Official Records .....	12
4.10	Obtain Insurance.....	12
4.11	Furnish Annual Financial Reports to Members.....	12
4.12	Give Notice of Liability Exposure.....	12
4.13	Provide Certificate of Unpaid Assessment.....	12
4.14	Pay the Annual Fee to the Division of Florida Land Sales, Condominiums, and Mobile Homes for Each Residential Unit Operated by the Association.....	12
4.15	Approve or Disapprove Unit Transfer and Impose Fee .....	12
4.16	Contract for Operation, Maintenance, and Management Of the Condominium.....	12
4.17	Pay Taxes or Assessments Against the Common Elements.....	12
4.18	Suspend Approval for Delinquent Unit Owner .....	13
4.19	Authorize Private Use of the Common Elements.....	13
4.20	Repair or Reconstruct Improvements After Casualties .....	13
4.21	Committees.....	13
4.22	Impose Fines.....	13
4.23	Borrow Money.....	14
4.24	Emergency Powers .....	14
4.25	Suspend Common Element Use Rights.....	15
4.26	Inspection of Official Records/Written Inquiries .....	15
4.27	Conflicts of Interest.....	15
5.	OFFICERS.....	15
5.1	Executive Officers .....	15
5.2	President .....	15

5.3	Secretary .....	15
5.4	Treasurer .....	15
5.5	Subordinate Officers .....	15
5.6	Compensation .....	17
6.	FISCAL MANAGEMENT .....	17
6.1	Board Adoption of Budget .....	17
6.2	Budget Requirements .....	17
6.3	Accounting Records and Reports .....	18
6.4	Depository .....	18
7.	ASSESSMENTS AND COLLECTION .....	19
7.1	Assessments, Generally .....	19
7.2	Special Assessments .....	19
7.3	Charges for Other Than Common Expenses .....	19
7.4	Liability for Assessments .....	19
7.5	Assessments: Amended Budget .....	19
7.6	Collection: Suit. Notice .....	20
7.7	Suspended Use Rights .....	20
7.8	Rent Collection .....	20
8.	ASSOCIATION CONTRACTS, GENERALLY .....	20
8.1	Fair and Reasonable .....	20
8.2	Requirements for Maintenance and Management Contracts .....	20
9.	CONDOMINIUM ASSOCIATION OFFICIAL RECORDS .....	21
10.	ARBITRATION OF INTERNAL DISPUTES .....	22
11.	RULES AND REGULATIONS .....	22
11.1	Board May Adopt .....	22
11.2	Posting and Furnishing Copies .....	22
11.3	Limitations on Authority .....	22
11.4	Reasonableness Test .....	23
11.5	Rules and Regulations .....	23
12.	BYLAWS DEEMED AMENDED .....	23
13.	INDEMNIFICATION .....	23
14.	AMENDMENTS .....	23
14.1	Proposal .....	23
14.2	Procedure .....	23
14.3	Vote Required .....	23
14.4	Limitation .....	24
14.5	Certificate Recording .....	24

15.	MISCELLANEOUS .....	24
15.1	Plural/Gender .....	24
15.2	Severability .....	24
15.3	Governance and Operation .....	24
15.4	Conflict of Governance Documentation .....	24

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

AMENDED AND RESTATED BYLAWS  
OF  
200 LA PENINSULA CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY: These are the Amended and Restated Bylaws of 200 La Peninsula Condominium Association, Inc., a corporation not for profit under the laws of Florida (the "Condominium Association"), organized for the purpose of operating, 200 La Peninsula, a Condominium (the "Condominium").

1.1 Principal Office. The principal office of the Condominium Association shall be at 200 La Peninsula, Naples, Florida 34113 or at such other place as may be designated by the Board of Directors from time to time.

1.2 Calendar Year. The Condominium Association shall operate on a fiscal calendar year, provided the Board is authorized to change the operation from a fiscal calendar year to a different fiscal year whenever the Board deems it in the best interests of the Condominium Association.

1.3 Definitions. For convenience, these Amended and Restated Bylaws shall be referred to as the "Bylaws"; the Amended and Restated Articles of Incorporation of the Association as the "Articles"; and the Amended and Restated Declaration of Condominium for the Condominium as the "Declaration". The other terms used in these Bylaws shall have the same definitions and meaning as those set forth in Florida Statutes Chapter 718, The Condominium Act, as amended, or by any successor statute, as well as those set forth in the Declaration and the Articles, unless provided to the contrary in these Bylaws, or unless the context otherwise requires.

2. MEETINGS OF MEMBERS AND VOTING:

2.1 Annual Meeting. The annual meeting of the members shall be held during the months of January through March at a date, place and time set by the Board of Directors. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the members.

2.2 Special Meetings. Special meetings may be called by the President or by a majority of the Board, and must be called by the President or Secretary on receipt of a written request from at least twenty five percent (25%) of the voting interests of the Condominium Association. Requests for a meeting by the members shall state the purpose for the meeting and business conducted at any special meeting shall be limited to the matters stated in the meeting notice.

**2.3 Notice of Annual and Special Meetings.** Written notice of the annual meeting and any special meeting shall be hand delivered, mailed or electronically delivered to each Unit Owner at least 14 days and not more than 60 days before the meeting. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the Unit Owner at the address as it appears in the records of the Condominium Association, with postage prepaid. If a unit is owned by more than one Unit Owner, notice shall be to the address which one or more of the Unit Owners provide to the Condominium Association, or if none is provided, to the address provided on the deed of record. A copy of the notice shall be posted at least 14 days before the meeting in a conspicuous place designated by the Board on the Condominium Property. An officer of the Condominium Association shall provide an Affidavit, to be included in the official records of the Condominium Association, affirming that notices of the Condominium Association were hand delivered, mailed or electronically delivered to each Unit Owner. Individual unit owners may waive notice of the meeting in writing.

**2.4 Notice of Budget Meeting.** The Board shall mail a notice and a copy of the proposed annual budget to the Unit Owners not less than 14 days before the meeting at which the Board will consider the budget.

**2.5 Member Request for Reconsideration of Budget Under Certain Circumstances.** If a budget adopted by the Board requires assessment against the Unit Owners in any fiscal year exceeding 115% of the assessment for the previous year, the Board shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all voting interests. The special meeting shall be called on not less than 14 days written notice to each Unit Owner, but in no event later than 60 days after the adoption of the annual budget. At the special meeting, Unit Owners shall consider and may enact a budget by not less than a majority of all voting interests. If at the special meeting, a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board shall go into effect as scheduled. In determining whether the budget adopted by the Board exceeds 115% of the assessment for the previous year, provisions for reasonable reserves for repair or replacement of the Condominium Property, nonrecurring expenses and assessments for betterment to the Condominium Property shall be excluded, as well as any other items which may be lawfully excluded in accordance with Florida law.

**2.6 Notice of Meeting To Consider Recall of Board Members.** A special meeting of the Unit Owners to recall a member or members of the Board may be called by 10% of the Voting Interests giving notice of the meeting as required for a meeting of Unit Owners, stating the purpose of the meeting. The meeting shall be held not less than 14 days nor more than 60 days from the date the notice of the meeting is given. Electronic transmission may not be used as a method of giving notice of any meeting called in whole or in part for this purpose. An affirmative vote of a majority of the Voting Interests must be obtained in order for a Board member to be recalled.

**2.7 Notice of Meeting To Elect Directors.** The first notice of a meeting to elect Directors from Unit Owners shall be given no less than 60 days before the scheduled

meeting via hand delivery, mailing, or electronic transmission. Any Unit Owner or other eligible person desiring to be a candidate for the Board must give written notice to the Condominium Association not less than 40 days before the scheduled election. The Condominium Association shall deliver via hand delivery, mail or electronic delivery a second notice of election no less than 14 days prior to the meeting, together with a ballot listing all candidates in alphabetical order, together with any candidate information sheets timely provided. In the event no quorum is attained at a meeting at which an election is to take place, the election shall proceed, regardless of the lack of quorum, provided at least 20% of the eligible voters cast a valid ballot; in this event, the election shall be decided by plurality of those votes cast. No other business may be conducted in the absence of a quorum, other than the election being held. Proxies shall not be permitted for voting for Directors.

2.8 Quorum. A quorum at meetings of members shall consist of voting interests, either in person or by proxy, representing one-third (1/3<sup>rd</sup>) of the voting interests of the entire membership.

2.9 Voting.

(A). Number of Votes. In any meeting of members each unit shall have one Voting Interest. The vote of a unit is not divisible.

(B). Majority Vote. The acts approved by a majority of the Voting Interests present in person or by proxy at a meeting at which a quorum is present shall be binding on all Unit Owners for all purposes unless the Condominium Act, the Amended and Restated Declaration, Articles, or Bylaws require a larger percentage, in which case that larger percentage shall control.

(C) Suspension of Voting Rights. The Association may suspend the voting rights of a unit or member due to nonpayment of any fee, fine or other monetary obligation due to the association which is more than \$1,000 and more than 90 days delinquent. Proof of such obligation must be provided to the unit owner or member 30 days before such suspension takes effect. In the event there is such a suspension, the voting interest allocated to the unit or member which has been suspended may not be counted towards the total number of voting interests necessary to constitute a quorum, conduct an election or approve an action.

2.10 Membership; Designation of Voting Members. Persons or entities shall become members of the Condominium Association on the acquisition of fee title to a unit in the Condominium after approval of the acquisition in the manner provided in the Declaration. Membership shall be terminated when a person or entity no longer owns a unit in the Condominium. If a unit is owned by more than one natural person, or a corporation, partnership or other artificial entity, then the Voting Interest of the unit shall be exercised by a natural person named in a voting certificate signed by: all the natural persons who are owners; by the President or Vice President of a corporation; Trustee of a trust; a general partner of a partnership; the chief executive officer of an

artificial entity; by the Personal Representative of an Estate; or by the holder of a Power of Attorney. Voting Certificate holders are subject to the following restrictions:

- (A) Multiple Owners Who Are Natural Persons: One of the owners must be the designated voter.
- (B) Corporations or Limited Liability Companies: The designated voter must be an officer, director or shareholder of the company.
- (C) Trusts: A trustee(s) of the trust(s) or the occupant where the occupant is the grantor and/or beneficiary must be the designated voter.
- (D) Partnerships: The designated voter must be a general or limited partner of the partnership.
- (E) Estates: The designated voter must be the Personal Representative or a beneficiary of the estate.
- (F) Powers of Attorney: The designated voter must be a Unit Owner; see 2.11 below relative to proxies.

**2.11 Proxies; Powers of Attorney.** Except for the purposes of electing members of the Board, voting interests may be exercised in person or by proxy. General proxies may be used by Unit Owners at Unit Owner meetings to establish quorums, for procedural votes, and for non-substantive items for which a limited proxy is not otherwise required. At Unit Owner meetings, Unit Owners may vote with limited proxies for votes taken to waive or reduce the funding of reserves, provided the proxy contains the statement mandated by Fla. Stat. 718 in bold print, capitalized letters, in one font size larger than any other use on the face of the proxy. Unit Owners may also vote with limited proxies on financial statement requirements, to amend the Condominium Documents, and for all other substantive matters for which the Condominium Act requires. Each proxy shall set forth specifically the name of the person voting by proxy, the name of the person authorized to vote the proxy for him, and the date the proxy was given. All proxies shall be signed in the same manner as a voting certificate, unless a voting certificate is on file with the Secretary of the Condominium Association. Each proxy shall contain the date, time and place of the meeting for which the proxy is given. If the proxy is a limited proxy, it shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. No proxy shall be valid for a period longer than 90 days after the date of the first meeting for which it was given, and it may be revoked at any time at the pleasure of the Unit Owner executing it. The proxy shall be signed by the Unit Owner or by the designated person mentioned in 2.10. The proxy shall be filed with the Secretary before or at the meeting for which the proxy



is given. If the proxy expressly provides, any proxy holder may appoint in writing, a substitute to act in his place. If no such provision is made, substitution is not authorized.

2.12 Adjourned Meetings. If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present; except that in the cases where meetings have been called to consider the enactment of a budget to replace a proposed budget which exceeds 115% of the assessments for the preceding year, or to determine to provide no reserves or reserves less adequate than required, they may not be adjourned for lack of a quorum and if a quorum is not present, the excessive budget, or the reserves as the case may be, shall go into effect as scheduled. The time and place to which the meeting is adjourned shall be announced at the meeting at which the adjournment is taken and a notice shall be posted in a conspicuous place on the condominium property as soon thereafter as may be practical stating the time and place to which the meeting is adjourned.

2.13 Waiver of Notice. Unit Owners may waive their right to receive notice of any meeting, whether annual or special, by a writing signed by them to that effect. The waiver shall be filed with the Secretary of the Condominium Association either before, at or after the meeting for which the waiver is given.

2.14 Minutes of Meetings. Minutes of all meetings of Unit Owners shall be kept in a book by the Condominium Association as part of its official records for the minimum time periods required under Florida law. All Unit Owners shall have the right to inspect the minutes and the right to make or obtain copies at the reasonable expense, if any, of the Condominium Association member.

2.15 Order of Business. The order of business at annual meetings of members and as far as practical at other members' meetings, shall be:

- A. Call to Order
- B. Determination of Quorum
- C. Collection of all the Ballots (in the event of an election),  
Commencement of Tabulation of Votes
- D. Certification of Proper Notice of Meeting
- E. Approval of Minutes
- F. Report of President
- G. Report of Treasurer
- H. Unfinished Business
- I. New Business
- J. Announcement of Results of Election (if applicable)
- K. Adjournment

2.16 Actions Specifically Requiring Unit Owner Approval. The following actions require approval by the Unit Owners and may not be taken by the Board acting alone:

- A. Amendments to the Declaration unless otherwise provided specifically in the Declaration.
- B. Providing no reserves or less than adequate reserves.
- C. Recall of members of the Board.
- D. Other matters contained in the Declaration, the Articles, and these Bylaws that specifically require a vote of the members.

2.17 Action Without Meeting. Any action required or permitted to be taken at an annual or special meeting of members may be taken without a meeting, without prior notice, and without a vote if the action is taken by the members entitled to vote on such action and having not less than the minimum number of votes necessary to authorize such action at a meeting at which all members entitled to vote on such action were present and voted.

- (A) In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving members having the requisite number of votes and entitled to vote on such action, and delivered to the corporation by delivery to its principal office in this state, its principal place of business, the corporate secretary, or another officer or agent of the corporation having custody of the book in which proceedings of meetings of members are recorded. Written consent shall not be effective to take the corporate action referred to in the consent unless the consent is signed by members having the requisite number of votes necessary to authorize the action within 60 days of the date of the earliest dated consent and is delivered in the manner required by this section.
- (B) Any written consent may be revoked prior to the date that the corporation receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing, business, or received by the corporate secretary or other officer or agent of the corporation having custody of the book in which proceedings of meetings of members are recorded.
- (C) Within 10 days after obtaining such authorization by written consent, notice must be given to those members who are entitled to vote on the action but who have not consented in writing. The notice must fairly summarize the material features of the authorized action.
- (D) A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

- (E) If the action to which the members consent is such as would have required the filing of a certificate if such action had been voted on by members at a meeting thereof, the certificate filed must state that written consent has been given in accordance with the provisions of this section.
- (F) Whenever action is taken pursuant to this section, the written consent of the members consenting to such action or then written reports of inspectors appointed to tabulate such consents must be filed with the minutes of proceedings of members.

2.18 Voting Rights. Voting rights of any unit owner who is more than 90 days delinquent in payment of assessments may be suspended by the Board of Directors.

### 3. DIRECTORS:

3.1 Number and Qualifications. The affairs of the Condominium Association shall be managed by a Board of three (3) Directors, unless otherwise provided for herein. The Unit Owners shall have the right at any annual or special meeting called for that purpose to change the number of Directors constituting the Board, provided in no event shall the Board consist of less than 3 or more than 7 persons. The following restrictions apply:

- A. Directors must be either Unit Owners or a spouse of a Unit Owner.
- B. Co-owners of a unit may not serve as members of the Board at the same time.
- C. In the event the unit is not owned by individual(s), only the designated "Primary Occupant" as defined in the Declaration, or the Primary Occupant's spouse may serve as a Director. For the purposes of this section, the trustee of a trust which owns a unit or the occupant of a unit owned by a trust where the occupant is also the grantor and/or beneficiary of the trust, or partners of a partnership are deemed to be the Unit Owner.
- D. No Director shall continue to serve on the Board after he ceases to be Unit Owner or the entity or person through which he was previously qualified to serve is no longer a Unit Owner in the Condominium.
- E. Any Director or Officer delinquent in payment of regular assessments for more than ninety (90) days shall be deemed to have abandoned the office, creating a vacancy to be filled; no unit owner who is delinquent in assessments is eligible for the Board.
- F. No individual suspended or removed by the Division of Florida Condominiums is eligible for the Board.

3.2 Election of Directors. Directors shall be elected at the annual meeting of the members by a plurality of the Voting Interests. Each member shall be entitled to cast votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. Not less than 60 days before the annual meeting of the members, the first notice of election must be sent, inviting Unit Owners to submit their names for candidacy. Any Unit Owner or other eligible person desiring to be a candidate for the Board must notify the Condominium Association in writing of his intent no less than forty (40) days before the scheduled election. Each Director must attest, to the best of his or her ability, he has read and understands the condominium governing documents. A second notice of election, together with the ballot, shall be mailed not less than 14 days prior to the scheduled election. All ballots shall be sealed. No nominations from the floor are permitted. The Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, furnished by the candidate, with the mailing of the ballots, with the costs of mailing and copying to be borne by the Condominium Association. In the event of a tie, a runoff election shall be held. Notice of the runoff election must be sent within seven (7) days of the election at which the tie occurred, and the meeting held no less than twenty-one (21) days nor more than thirty (30) days after the date of the election at which the tie vote occurred.

3.3 Term. The terms are all for one (1) year. Each Director shall serve until his successor is duly elected or appointed and qualified or until he is removed in the manner provided in 3.5; retiring Board members shall serve through the annual meeting at which their successors are elected.

3.4 Vacancies. Except as to vacancies resulting from removal of Directors by members, vacancies in the Board occurring between annual meetings of members shall be filled by majority vote of the remaining Directors. Any Director appointed to fill a vacancy shall hold office for the balance of the length of the term.

3.5 Removal. Any Director may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all voting interests. A special meeting of the Unit Owners to recall a member or members of the Board may be called by 10% of the Voting Interests giving notice of the meeting as required in these Bylaws. The notice shall state the purpose of the meeting. Any vacancy on the Board thus created shall be filled by the members of the Condominium Association at the same meeting. If more than one Director is subject to recall, there shall be a separate vote on the question to remove each Director. Reference should be made to the specific provisions of the Condominium Act contained in Section 718.112, in the case of recall by an agreement in writing or a disputed recall.

3.6 Disqualification and Resignation. Any Director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the Secretary. The resignation shall take effect on receipt by the Secretary, unless it states differently.

3.7 Organizational Meeting. The organizational meeting of a newly elected Board shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall than be present, or as soon thereafter as may be practical. The annual meeting of the Board of Directors shall be held at the same place as the general members meeting.

3.8 Regular Meetings. The Board may establish a schedule of regular meetings to be held at a time and place as a majority of them shall determine from time to time, provided however it shall hold not less than 3 meetings per calendar year. Notice of regular meetings, however, shall be given to each Director personally or by mail, telephone or electronic transmission at least 5 days before the scheduled time named for the meeting with the notice of each meeting posted conspicuously on the Condominium Property at least 48 hours before the meeting, except in an emergency. Notice of any Board meeting where rules that may affect a Unit Owner's use of his unit are to be considered shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property not less than 14 days prior to the meeting. If twenty percent (20%) of the voting interests petition the Board to address an item of business, the Board shall at its next regular Board meeting or at a special meeting, but not later than sixty (60) days after receipt of the petition, place the item on the Board agenda.

3.9 Special Meetings. Special meetings of the Board may be called by the President and, in his absence, by the Vice President, and must be called by the Secretary at the written request of 1/3 of the Directors. Notice of the meeting shall be given via hand delivery, mail, telephone or via electronic transmission. The notice shall state the time, place and purpose of the meeting and shall be transmitted not less than 5 days before the meeting. A copy of the notice of any special meeting shall be posted conspicuously on the Condominium Property at least 48 hours before the meeting, except in an emergency.

3.10 Waiver of Notice. Any Director may waive notice of a meeting before, at or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of the meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.11 Quorum. A quorum at the meetings of the Directors shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is required by the Declaration, the Articles or these Bylaws.

3.12 Adjourned Meetings. If there is less than a quorum present at any meeting of the Board, the majority of those present may adjourn the meeting until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.13 Proxy. No member of the Board may vote by proxy at any meeting of the Board.

3.14 Presumed Assent. A Director present at any Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he or she votes against such action or abstains from voting because of an asserted conflict of interest; the nature of any asserted conflict of interest by a Director shall be detailed by that Director to the Board prior to the vote.

3.15 Joinder in Meeting by Approval of Minutes. A Director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that Director for the purpose of determining a quorum.

3.16 Attendance by Conference Telephone or Real-Time Electronic Communication. When telephone conference or other real-time electronic communication is used, a speaker shall be activated so that the discussion may be heard by the Board members and by any Unit Owners present in an open meeting. Real-time videoconferencing or similar real-time electronic or video communication by a Board member, in lieu of physical appearance, is permitted. Board members utilizing telephone conference calls or other real-time electronic or video communication may be counted toward obtaining a quorum and may vote over the telephone.

3.17 Meetings Open to Members. Meetings of the Board shall be open to all Unit Owners to attend and observe. Unit Owners shall be entitled to participate in the meeting at such point in the meeting as is designated by the Board. Notice of any meeting in which special assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and set out the nature of the assessments. Prior written notice of such meeting shall be mailed to each Unit Owner at least 14 days prior to the scheduled meeting. Unit owners may be excluded from a meeting of the Board of Directors when the Associations attorney is present for purposes of providing legal advice concerning proposed or pending litigation, or when the Board is discussing personnel matters. Such meetings although closed to unit owners, must still be properly noticed in the same manner as all other meetings of the Board.

3.18 Presiding Officer. The presiding officer at Board meetings shall be the President or, in his absence, the Vice President, and, in his absence, the Directors present shall designate any one of their number to preside.

3.19 Minutes of Meetings. The minutes of all meetings of the Board shall be kept in the same manner as the minutes of meetings of Unit Owners.

3.20 Compensation. Directors shall serve without pay but shall be entitled solely to reimbursement for documented out-of-pocket expenses reasonably incurred in the discharge of their duties, unless otherwise approved by the Condominium Association.

3.21 Order of Business. The order of business at meetings of Directors shall be:

- A. Calling of roll
- B. Proof of notice of meeting or waiver of notice
- C. Reading and disposal of any unapproved minutes
- D. Reports of officers and employees
- E. Reports of Committees
- F. Unfinished Business
- G. New Business
- H. Adjournment

3.22 E-Mail Communication. Communication by Board members via-email shall be permitted, however Board members cannot vote via e-mail.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS: All of the powers and duties of the Condominium Association existing under the Condominium Act, the Declaration, the Articles and these Bylaws shall be exercised exclusively by the Board, or its duly authorized agents, contractors or employees, subject only to the approval by Unit Owners when that approval is specifically required. The powers and duties of the Board shall include, but shall not be limited to, the following:

4.1 Maintenance, Management and Operation of the Condominium Property.

4.2 Contract or Sue. The Condominium Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all Unit Owners concerning matters of common interest, including but not limited to the Common Elements and commonly used facilities.

4.3 Right of Access to Units. The Condominium Association has the irrevocable right of access to each unit during reasonable hours as necessary for the maintenance, repair, or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to another unit or units, for periodic insect spraying and inspections, and to otherwise secure property in the event of an approaching storm.

4.4 Make and Collect Assessments.

4.5 Lease, Maintain, Improve, Repair and Replace the Common Elements.

4.6 Lien and Foreclose for Unpaid Assessments. The Condominium Association has a lien on each Condominium parcel for any unpaid assessments with interest and for reasonable attorneys' fees incurred in the collection of the assessment or enforcement of the lien. It also has the power to purchase the Condominium parcel at the foreclosure sale and to hold, lease, mortgage, or convey it.



4.7 Purchase Unit. In addition to its right to purchase units at a lien foreclosure sale, the Condominium Association generally has the power to purchase units in the Condominium and to acquire, hold, lease, mortgage and convey them, provided, however, prior approval of a majority of all unit owners shall be required to acquire a unit in any other manner than purchase at a lien foreclosure sale.

4.8 Adopt Rules and Regulations. The Condominium Association, through its Board, may from time to time, promulgate such rules and regulations with respect to the Condominium as it determines to be in the best interests of the Condominium, the Unit Owners and the Condominium Association.

4.9 Maintain Official Records. The Condominium Association shall maintain all of the records, where applicable, which shall constitute the official records of the Association, as detailed in Article 9 contained herein.

4.10 Obtain Insurance. The Condominium Association shall use its best efforts to obtain and maintain adequate insurance to protect the Condominium Association, the Condominium Association Property and the Condominium Property.

4.11 Furnish Financial Reports to Members. Annual condominium financial reports must be furnished to a unit owner within five (5) days of a request.

4.12 Give Notice of Liability Exposure. If the Condominium Association may be exposed to liability in excess of insurance coverage in any legal action, it shall give notice of the exposure to all Unit Owners, who shall have the right to intervene and defend.

4.13 Provide Certificate of Unpaid Assessment. Any Unit Owner or mortgagee has the right to request from the Condominium Association a certificate stating all assessments and other monies owed to the Condominium Association with respect to the Condominium parcel.

4.14 Pay the Annual Fee to the Division of Florida Land Sales, Condominiums, and Mobile Homes for Each Residential Unit Operated by the Association.

4.15 Approve or Disapprove Unit Transfer and Impose Fee. The Condominium Association may charge a fee of up to the maximum amount permissible under Florida law in connection with the approval or disapproval of any proposed lease, sale, or other transfer of a unit in the condominium, as well as for preparation of the Certificate of Transfer, provided the amount of the fee is included in the Certificate.

4.16 Contract for Operation, Maintenance, and Management of the Condominium.

4.17 Pay Taxes or Assessments Against the Common Elements.



4.18 Suspend Approval for Delinquent Unit Owner. The Board may disapprove the prospective tenant of any Unit Owner as long as he is delinquent in the payment of assessments for common expenses.

4.19 Authorize Private Use of the Common Elements. The Board may authorize Unit Owners or others to use portions of the common elements, such as social rooms and meeting rooms, for private parties and gatherings. Reasonable charges may be imposed provided a lease is entered into between the Association and the unit owner.

4.20 Repair or Reconstruct Improvements After Casualties.

4.21 Committees. The Board may appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Condominium. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. The President may, without Board resolution, appoint from time to time such standing or temporary committees as he deems necessary, provided no such committee appointed by the President shall have any powers delegated to it other than to report to the Board unless subsequently ratified by the Board. The President acting alone may appoint committee members.

4.22 Impose Fines. The Board may impose fines on Unit Owners in such reasonable sums as they may deem appropriate, up to the maximum amount permissible under Florida law for violations of the Declaration, the Articles, these Bylaws or lawfully adopted rules and regulations, by Owners or their Guests or tenants. Before levying a fine, the Board shall afford an opportunity for hearing to the party against whom the fine is sought to be levied, after reasonable notice of not less than 14 days. The notice shall include:

- (A) a statement of the date, time and place of the hearing;
- (B) a statement of the provisions of the Declaration, these Bylaws and lawfully adopted Rules and Regulations which have allegedly been violated; and
- (C) a short and plain statement of the matters asserted by the Condominium Association. 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 Condominium Association. Upon the levying of any fine, the Board may collect such fines like assessments in one or more installments. Each day of violation shall be a separate violation for the purposes of determining the amount of the fine; a separate hearing shall not be required for each day of a recurring violation. The affected Unit Owner, whether the offending party or not, shall

always be given notice of the hearing. No fine shall become a lien against a unit unless reduced to a judgment in a court of law. Fine Committee members cannot reside in a Board member's household.

4.23 **Borrow Money.** Borrow money upon such terms and conditions as the Board deems appropriate, including the authority to enter into a conditional assignment of accounts receivable as collateral for any such loan, provided, however, prior approval of a majority of all unit owners shall be required to borrow money for any purpose other than for financing insurance premiums, or for maintenance, repairs or replacement of the common elements or any portion of the building the Association is obligated to insure.

4.24 **Emergency Powers.** The Board shall have the following emergency powers in response to damage caused by an event for which a state of emergency is declared in Collier County, Florida, provided such powers are limited to the time reasonably necessary to protect the health, safety, and welfare of the association and the unit owners and their family members, tenants, guests, agents, or invitees and are reasonably necessary to mitigate further damage and make emergency repairs:

(A) Conduct Board and membership meetings with notice given as practicable, given in any manner the Board deems reasonable under the circumstances; and

(B) Cancel and reschedule any association meetings; and

(C) 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 assistants during the state of emergency to accommodate the incapacity or unavailability of any officer of the association; and

(D) Enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal; and

(E) Implement a disaster plan before or immediately following the event for which a state of emergency is declared which may include, but is not limited to, shutting down or off elevators; electricity; water, sewer or security systems; or air conditioners.

(F) Based upon the advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine any portion of the condominium property unavailable for entry or occupancy by unit owners, family members, tenants, guests, agents, or invitees to protect the health, safety or welfare of such persons.

(G) Require the evacuation of the condominium property in the event of a mandatory evacuation order for Isle of Capri, FL.

(H) Based upon the advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine whether the condominium property can be safely inhabited or occupied.

(I) Mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus by removing and disposing of wet drywall, insulation, carpet, cabinetry or other fixtures on or within the condominium property, even if the unit owner is obligated by the declaration or law to insure or replace those fixtures and to remove personal property from a unit.

(J) Contract on behalf of any unit owner for items or services for which the owners are otherwise individually responsible for, but which are necessary to prevent further damage to the condominium property. In such event, the unit owner or owners on whose behalf the board has contracted are responsible for reimbursing the association for the actual costs of the items or services, and the association may use its lien authority to enforce collection of the charges.

(K) Levy special assessments without a vote of the owners, regardless of any provision to the contrary.

4.25 Suspend Common Element Use Rights. Suspend the right of the unit owner or the unit's occupant, licensee, or invitee to use common elements, common facilities, or any other association property (i) if a unit owner is more than 90 days delinquent in paying a monetary obligation due to the association, and (ii) for failure to comply with any provision of the Declaration, Bylaws or rules of the Association provided this suspension is for a reasonable period of time.

4.26 Inspection of Official Records/Written Inquiries. Permit inspection of the official records of the Association, as provided for by Fla. Stat. 718, or any successor statutes. Unit owners may submit one (1) written request, via certified mail, every thirty (30) days to the Association to inspect the official records. The number of questions submitted with each inquiry shall be limited to four (4). The Association, by and through the Board, shall reply to any written inquiry within thirty (30) days of receipt of a certified letter.

4.27 Conflicts of Interest. Directors and officers and the relatives of such directors and officers must disclose to the Board any activity that may reasonably be construed to be a conflict of interest. A rebuttable presumption of a conflict of interest exists if any of the following exists without prior notice: (a) a director or officer or their relative enters into a contract for goods or services with the Association; (b) a director or officer or their relative holds an interest in a corporation, limited liability corporation, partnership, limited liability partnership, or other business entity that conducts business with the Association or proposes to enter into a contract or other transaction with the Association. If a director or an officer or their relative proposes to engage in an activity that is a conflict of interest as described above, the Board must vote on the matter at a duly notice Board meeting, and the documents related to the conflict must be attached to the meeting agenda. The director or officer may attend the discussion portion of said

meeting, but must leave before the vote is taken and must recuse himself from the vote. If disapproved by the Board, the director or officer or their relative must notify the Board in writing of his intention not to pursue the proposed activity, or withdraw from office.

## 5. OFFICERS:

5.1 Executive Officers. The executive officers of the Condominium Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, and a Secretary. The officers shall be elected annually by the Board and may be removed without cause at any meeting by a vote of a majority of all of the Directors. A person may hold more than one office except that the President may not also be the Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board from time to time shall elect other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Condominium Association.

5.2 President. The President shall be the chief executive officer of the Condominium Association. He shall have all of the powers and duties that usually are vested in the office of President of a condominium association, including but not limited to the power to appoint committees from among the members to assist in the conduct of the affairs of the Condominium Association as he in his discretion may determine appropriate. He shall preside at all meetings of the Board.

5.3 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Condominium Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Condominium Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of a condominium association and as may be required by the Directors or the President.

5.4 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidence of indebtedness. He shall keep books of account for the Condominium Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board for examination at reasonable times. He shall submit a treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer. All money and other valuable effects shall be kept for the benefit of the Condominium Association in such depositories as may be designated by a majority of the Board.

5.5 Subordinate Officers. The Board may appoint such other officers and agents as may be deemed necessary; such other officers and agents shall hold office at the pleasure of the Board and shall have such authority and perform such duties that from time to time may be prescribed by said Board.

5.6 Compensation. Officers shall serve without pay but shall be entitled solely to reimbursement for documented out-of-pocket expenses reasonably incurred in the discharge of their duties, unless employed by the Association.

6. FISCAL MANAGEMENT: The Condominium Association shall operate on a fiscal calendar year, unless otherwise altered by the Board in accordance with the Bylaws.

6.1 Board Adoption of Budget. The Board shall adopt a budget for the Common Expenses of the Condominium Association in advance of each fiscal year at a regularly scheduled or special meeting of the Board properly noticed for that purpose at least 15 days before the end of each fiscal year.

6.2 Budget Requirements. The proposed annual budget of Common Expenses shall be detailed and shall show the amount budgeted by accounts

- A. Administration of the Condominium Association
- B. Management fees
- C. Maintenance
- D. Taxes
- E. Insurance
- F. Other expenses
- G. Operating capital
- H. Fees payable to the Division of Florida Land Sales, Condominiums, and Mobile Homes
- I. Reserve accounts for capital expenditures and deferred maintenance, including, but not limited to, roof replacement, building painting, pool resurfacing and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. Reserves must be included in the proposed annual budget but may be removed from the final budget if by vote of the majority of the members present at a duly called meeting of the Condominium Association, they shall determine for a fiscal year to provide no reserves or reserves less adequate as required by F.S. 718.112. If a meeting of the Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not

attained or a quorum is not attained, the reserves as included in the budget shall go into effect.

6.3 Accounting Records and Reports. The Condominium Association shall maintain accounting records in the county in which the Condominium is located, according to good accounting practices. The records shall be open to inspection by any Condominium Association member or the authorized representative of such member at all reasonable times. The records shall include, but are not limited to:

- A. Accurate, itemized, and detailed records of all receipts and expenditures.
- B. A current account and a monthly, bi-monthly, or quarterly statement of the account for each unit designating the name of the Unit Owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.
- C. All audits, reviews, accounting statements, and financial reports of the Condominium Association.
- D. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one year.
- E. Within 90 days after the end of each fiscal year, the Board shall have prepared an independently audited financial report of actual receipts and expenditures for the previous 12 months, which shall be mailed or hand delivered to each Unit Owner within 21 days of completion, or, in the alternative, notice shall be mailed or hand delivered to each Unit Owner that a copy of the report is available for review and will be delivered without charge upon request.

6.4 Depository. The depository of the Condominium Association shall be those federally insured banks or savings and loan associations, state or federal, with an office located in Florida, as shall be designated from time to time by the Board and in which the money for the Condominium Association shall be deposited. 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; all checks \$5000 and over must be signed by two individuals. All individuals who control or disburse checks shall be bonded. No officer, director, employee or agent may use a debit card issued in the name of the Association or billed directly to the Association for payment of any Association expense.

## 7. ASSESSMENTS AND COLLECTION

7.1 Assessments, Generally. Assessments shall be made against the units not less frequently than quarterly in the discretion of the Board. The assessments shall be made in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The assessment funds shall be collected against units in the proportions or percentages provided in the Declaration.

7.2 Special Assessments. The specific purpose or purposes of any special assessment, including emergency assessments, that cannot be paid from the annual assessment for Common Expenses, as determined by the Board, shall be set forth in a written notice of such assessment sent or delivered to each Unit Owner. The notice shall be sent or delivered within such time before the payment or initial payment there under shall be due, as may be reasonable or practicable in the circumstances. Special assessments shall be paid at the times and in the manner that the Board may require in the notice of the assessment. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. Upon completion of such specific purpose or purposes, any excess funds shall be either returned to the Unit Owners, or if not returned, shall be considered Common Surplus.

7.3 Charges for Other Than Common Expenses. Charges by the Condominium Association against individual members for other than Common Expenses shall be payable in advance if for work to be done and the billing and collection thereof may be administered by the Condominium Association.

7.4 Liability for Assessments. Each Unit Owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the Unit Owner. The Unit Owner and his grantee in a voluntary conveyance shall be jointly and severally liable for all unpaid assessments due and payable up to the time of the transfer or title. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise provided by law. Any lease of a unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed. The unpaid share of Common Expenses or assessments are Common Expenses collectible from the Unit Owners, including such acquirer and his successors and assigns. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element or by abandonment of the unit for which the assessments are made.

7.5 Assessments, Amended Budget. If the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board. Unpaid assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended assessment. The budget shall not be amended for emergency or special nonrecurring expenses; in those cases, a special assessment shall be levied, or the Board, at its option



may seek to borrow the funds necessary to meet the emergency or nonrecurring expense, if needed.

7.6 Collection Suit Notice. The Condominium Association may bring an action to foreclose any lien for assessments in the manner that a mortgage of real property is foreclosed. It also may bring an action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The Condominium Association shall give notice to the Unit Owner of its intention to file a lien at least 30 days in advance delivered by both U.S. mail and certified mail, and shall further give notice to the Unit Owner of its intention to foreclose its lien at least 30 days before the foreclosure action is filed. The notice shall be by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at his last known address. Board members may not purchase a unit at an Association lien foreclosure sale.

7.7 Suspended Use Rights. The Association may suspend the use rights for the common elements, facilities, or other Association property if an owner is delinquent for more than 90 days in the payment of any monetary obligation.

7.8. Rent Collection. The Association may collect rent from the tenant of a unit whose owner is delinquent in the payment of assessments.

## 8. ASSOCIATION CONTRACTS, GENERALLY:

8.1 Fair and Reasonable. All contracts for the operation, maintenance or management of the Association or property serving the Unit Owners, made by the Condominium Association, must not be in conflict with the powers and duties of the Condominium Association or the rights of the Unit Owners.

8.2 Requirements for Maintenance and Management Contracts. Written contracts for operation, maintenance and management entered into by the Condominium Association must contain certain elements in order to be valid and enforceable. These include, but are not limited to:

- A. Specification of the services, obligations, and responsibilities of the service provider.
- B. Specification of costs for services performed.
- C. An indication of frequency of performance of services.
- D. Specification of minimum number of personnel to provide the services contracted for, if practical.



9 CONDOMINIUM ASSOCIATION OFFICIAL RECORDS The Condominium Association, from its inception, shall maintain each of the following items when applicable, which shall constitute the official records of the Condominium Association.

- A. A copy of the plans, permits, warranties and other items provided by the Developer pursuant to F.S. 718.304(4) of the Act.
- B. A photocopy of the recorded Declaration and all Amendments thereto.
- C. A photocopy of the recorded Bylaws and all amendments thereto.
- D. A certified copy of the Articles of Incorporation and all amendments thereto.
- E. A copy of the current rules of the Condominium Association.
- F. A book or books containing the minutes of all meetings of the Condominium Association, of the Board and of Unit Owners, which minutes shall be retained for a period of not less than 7 years.
- G. A current roster of all Unit Owners, their mailing addresses, and unit identifications. Additionally, the Condominium Association may require a copy of the deed or other instrument showing each unit's ownership.
- H. All current insurance policies of the Condominium Association and condominiums operated by the Condominium Association.
- I. A current copy of any management agreement, leases or other contract to which the Condominium Association is a party or under which the Condominium Association or the Unit Owners have an obligation or responsibility.
- J. Bills of sale or transfer for all property owned by the Condominium Association.
- K. The accounting records required in 6.3.
- L. Voting proxies, which shall be maintained for a period of

one year from the date of the meeting for which the proxy was given.

The official records of the Condominium Association shall be maintained in the county in which the Condominium is located and shall be open to inspection by any Condominium Association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Condominium Association member. Failure to permit inspection of the Condominium Association records entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records for inspection. See 4.26 herein for requirements related to records inspections.

10. ARBITRATION OF INTERNAL DISPUTES: If required under Florida law, internal disputes arising from the operation of the Condominium among Unit Owners, the Condominium Association, their agents, and assigns shall be submitted via a petition for Mandatory Non-Binding Arbitration to the Division of Florida Land Sales, Condominiums, and Mobile Homes pursuant to F.S. 718.1255 prior to the institution of any court action. This requirement shall not apply to disputes involving the interpretation or enforcement of warranties, title to a unit or to the Common Elements, disagreements concerning the levy or collection of assessments or fines, the eviction or removal of a tenant from a unit, the alleged breach of a fiduciary duty, or alleged failure to the Condominium Association to maintain the Common Elements or Association Property.

11. RULES AND REGULATIONS:

11.1 Board May Adopt. The Condominium Association, through its Board, may from time to time, promulgate such rules and regulations with respect to the Condominium as it determines to be in the best interests of the Condominium, the Unit Owners and the Condominium Association.

11.2 Posting and Furnishing Copies. A copy of the rules and regulations adopted from time to time by the Board, and any amendments to existing rules and regulations, shall be posted in a conspicuous place on the Condominium Property and a copy furnished to each Unit Owner. No rule, regulation, or amendment shall become effective until 30 days after notice, except in the case of an emergency, in which case the rule, regulation, or amendment shall become effective immediately on posting.

11.3 Limitations on Authority. The Board may not unreasonably restrict any Unit Owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common elements, Association Property, common areas, and recreational facilities. The Board may not deny any resident of the Condominium, whether tenant or owner, access to any available franchised or licensed

cable television service or exact a charge or anything of value in excess of charges normally paid for like services by residents of single-family homes within the same franchise or license area.

11.4 Reasonableness Test. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of the health, happiness, and peace of mind of the Unit Owners and uniformly applied and enforced.

11.5 Rules and Regulations. The Board shall have the power to promulgate rules and regulations as they see fit for the operation and management of 200 La Peninsula, a Condominium.

12. BYLAWS DEEMED AMENDED: These Bylaws shall be deemed amended in those particulars as may be required to make them consistent with the provisions of the Act, as it may be amended from time to time.

13. INDEMNIFICATION: The Condominium Association shall indemnify every Director and every officer of the Condominium Association against all expenses and liabilities including attorney's fees incurred by or imposed on them in connection with any legal proceeding to which he may become a party as a result of his position as an officer or Director of the Condominium Association, provided, however, said indemnification shall not apply in the event of gross negligence or willful misconduct of the Director or officer, or in any criminal action, unless the Director or officer acted in good faith and in a manner he reasonably believed was in the best interest of the Condominium Association.

14. AMENDMENTS: Amendments to these Bylaws shall be proposed and adopted in the following manner:

14.1 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors or by written petition to the Board signed by the owners of at least one-fourth (1/4th) of the units.

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

14.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Condominium documents, these Bylaws may be amended if the proposed amendment is approved by at least sixty-six and two thirds (66 2/3rds) of voting interests present in person or by proxy and voting at any annual meeting or special meeting called for the purpose. Alternatively, amendments may be adopted without a meeting if the Bylaws so provide for an alternative method.

14.4 Limitation. No amendment shall be made that is in conflict with the Condominium Act or the Declaration, or the Articles.

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

15. MISCELLANEOUS:

15.1 Plural/Gender. Whenever the context permits or requires, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

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

15.3 Governance and Operation. The governance and operation of the Condominium shall be by 200 La Peninsula Condominium Association, Inc. adhering to Florida and 200 La Peninsula Condominium documents in the following order:

- A. Florida Statutes
- B. Declaration of Condominium
- C. Articles of Incorporation
- D. Bylaws
- E. Rules and Regulations

15.4 Conflict of Governance Documentation. In the event there shall be any conflict in fact or interpretation as between any of the aforementioned A. through E. in 15.3 above, they shall prevail in the order so specified.

# EXHIBIT E









# EXHIBIT F



## 200 La Peninsula Condominium Association

June 11, 2018

Dear 200 La Peninsula Owners,

A proposal has been made to construct elevator access for 9 units in 200 La Peninsula. This access will include both ground and supported walkways. The proposal is planned for discussion and approval at a Board of Directors' meeting which will be held on June 26, 2018 at 10:00 A.M. The language of the proposal to be voted on is written to reflect that owners of the 9 units affected will bear the construction costs. Actual construction costs are being determined and no action will go forward until all affected owners (the 9 units affected) are appraised of and agree to the actual costs per unit.

This project would make our building 100% handicapped accessible and would prevent possible litigation as building 400 experienced. Currently, there are a couple of owners that are having problems getting to their condos due to physical difficulties and the climb. The architect involved has assured us that the new walkways will not impinge upon the integrity of the building nor will detract from the façade of the building.

If approved by owners as per the governing documents, the proposal will then need to be approved by the Architecture Review Committee and the Master Board of Directors. The next step would be to put the project out to bid for approval considering costs and affected owner approval.

If owners support the proposed concept now via the included proxy, this does not mean there is a financial obligation until a future date after determination of costs. This is only the preliminary step to determine if the project is in the interest of the Association's owners.

Included is a proxy vote and pictures of the proposed walkway. A Power Point document has also been sent via email to all owners with an up to date address on file with Resort Management. Thank you very much for your participation.

Respectfully,

200 La Peninsula Board of Directors

# EXHIBIT G

**LIMITED PROXY**  
JUNE 26, 2018 AT 10:00 AM  
SPECIAL UNIT OWNER'S MEETING

TO: Dan Hutchinson, CAM  
200 La Peninsula Condominium Association, Inc.  
200 La Peninsula Blvd.  
Naples FL, 34113

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned hereby appoints the Property Manager of the Association, his or her designee, or \_\_\_\_\_, attorney and agent with the power of substitution for and in the name, place, and stead of the undersigned, to vote as proxy at the special membership meeting of the Association, to be held at the social room at 10 La Peninsula Blvd, Naples, FL 34113 at 10:00 a.m. on June 26, 2018 and any adjournment thereof, according to the number of votes that the undersigned would be entitled to vote if then present in accordance with the specifications hereinafter made, as follows:

**GENERAL POWERS:**

I hereby authorize and instruct my proxy to use his or her best judgment on all matters which properly come before the meeting as may be authorized by Sec. 718.112(2)(b)2, Florida Statutes.

**LIMITED POWERS:**

I hereby specifically authorize and instruct my proxy to cast my vote in reference to the following matters as indicated below:

1. Should walkways be constructed connecting Units 201, 202, 203, 208, 209, 210, 211, 212 & 213 to the elevator, with the sole cost and expense of the original construction to be borne by those Unit owners, and thereafter the maintenance, repair and replacement constituting a common expense, with the Board of Directors to have final approval on the plans?

Yes \_\_\_\_\_ No \_\_\_\_\_

The undersigned ratify and confirm any and all acts and things that the proxy may do or cause to be done in the premises, whether at the meeting referred to above or at any change, adjournment, or continuation of it, and revoke all prior proxies previously executed.

Dated: \_\_\_\_\_ Unit Owner Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Unit Number: \_\_\_\_\_

# EXHIBIT H

DOWN

NEXT SCHEDULED MEETING: \_\_\_\_\_

## MAINTENANCE: \_\_\_\_\_

FINANCIAL:

ADMINISTRATIVE: PEAKY VOTE PASSED FOR ELEVATOR WALKWAY PROPOSAL.

DATE: 6/22/18  
TIME: 2:07 PM

6.26.18  
200 LA PENINSULA  
~~ANNUAL MEETING REPORT AS OF 06/20/18~~  
SUO meeting

Proxy PAGE 1

ACCOUNT NO	PROPERTY ADDRESS	LOT/UNIT	RATIO	SETTLED	SIGNATURE
201	201 LA PENINSULA BLVD PHYLLIS DOUGHERTY-FABRIZIO (H) 20 COUNTRY CLUB DR; DANVILLE, IL 61822				
✓ 202	202 LA PENINSULA BLVD JOHN & NANCY TAYLOR (H) 515 N. PUTNAM STREET #B; WILLIAMSTON, MI 48895		06/03/10	YES	
✓ 203	203 LA PENINSULA BLVD DR. ROBERT WHITE (H)  MARJORIE TESSIER WHITE (H) DR AND MRS ROBERT WHITE; 11 BAY POINTE DRIVE EXT; BUZZARDS BAY,		07/01/10	YES	
✓ 204	204 LA PENINSULA BLVD .DAVID & LYNN PLESS (H) 209 WHITENALL BLVD; GARDEN CITY, NY 11530		06/06/14	NO	
✓ 205	205 LA PENINSULA BLVD JOHN & MARY WEGERSKI (H) 64 WEBER ROAD; CENTRAL SQUARE, NY 03036			NO	
206	206 LA PENINSULA BLVD ROBERT & LAURIE STRACK, TRTEES (H)  LAURIE STRACK TRUST (H) BOX 271; SARTELL, MN 56377		05/08/15		
✓ 207	207 LA PENINSULA BLVD ALEXANDER FERNANDEZ (H) AFC GROUP, PA; 1001 BRICKELL BAY DR, 30TH FL; MIAMI, FL 33131		10/04/10	NO	
208	208 LA PENINSULA BLVD CHARLES & MAUREEN DAUGHTERY (H) 1471 PARSONS LANE; LOWER GWYNEDD, PA 19007		04/25/18		
✓ 209	209 LA PENINSULA BLVD 209 LA PENINSULA LLC (H) C/O CHRIS SHULT; W222N5739 MILLER WAY; SUSSEX, WI 53089		12/03/13	YES	
✓ 210	210 LA PENINSULA BLVD DR. ROLAND & JANINE GIRARDET (H) 3121 RUNNYMEDE RD; LOUISVILLE, KY 40222			YES	
✓ 211	211 LA PENINSULA BLVD ROBERT & CAROLYN SPERL (H)		05/15/16	YES	

(H)=Current Owner (P)=Prev Owner (R)=Resident/Tenant (V)=Developer

DATE: 6/22/18  
TIME: 2:07 PM

200 LA PENINSULA  
ANNUAL MEETING REPORT AS OF 06/22/18

PAGE 2

ACCOUNT NO	PROPERTY ADDRESS	LOT/UNIT	RATIO	SETTLED	SIGNATURE
	21W176 SHELLEY DRIVE; ITASCA, IL 60143				
✓ 212	212 LA PENINSULA BLVD DR. LEONID & LANA RAZDOLSKY (H) 3988 MAPLE AVE; NORTHERBROOK, IL 60062				
✓ 213	213 LA PENINSULA BLVD WILLIAM & LINDA ZAMMER (H) P.O.BOX 1709; MASHPEE, MA 02649				YES
✓ 221	221 LA PENINSULA BLVD MICHAEL & ANDREA LEACH (H) 5417 WATERFORD CIRCLE; SHEFFIELD VILLA, OR 45385				NO
✓ 222	222 LA PENINSULA BLVD DR. MARC FELDMAN (H)  DR. RONNIE KOENIG (H) DR. MARK FELDMAN; 3050 37TH STREET; ASTORIA, NY 11103				YES EMM/L
✓ 223	223 LA PENINSULA BLVD TED & MARIE BERNARD (H) 19 CHICKADEE DRIVE; TOPSHAM, ME 04086				YES
✓ 224	224 LA PENINSULA BLVD RICHARD & SHARON JENKINS (H) 125 HARTSHORN ROAD; PROVIDENCE, RI 02906				NO
✓ 231	231 LA PENINSULA BLVD PAUL & HELEN ZAMMITO (H) 4 SPOONDRIFT CIRCLE; MASHPEE, MA 02649			05/01/15	YES
✓ 232	232 LA PENINSULA BLVD FRANKLIN WHIPPS, TRUSTEE (H)  BONNIE WHIPPS, TRUSTEE (H) 2833 TITLEIST DRIVE; BELLEVILLE, IL 62220			10/08/13	YES
✓ 233	233 LA PENINSULA BLVD DONALD & BERNICE LOCKHART (H) 949 BALDWIN ROAD; WOODBRIDGE, CT 06525				YES
✓ 234	234 LA PENINSULA BLVD BUS & CARMEN RYAN (H) 4453 DOBBS CROSSING; MARIETTA, GA 30068				YES
✓ 241	241 LA PENINSULA BLVD DAVID LEACH (H)			02/13/12	NO

(H)=Current Owner (P)=Prev Owner (R)=Resident/Tenant (V)=Developer

DATE: 6/22/18  
TIME: 2:07 PM

200 LA PENINSULA  
ANNUAL MEETING REPORT AS OF 06/22/18

PAGE 3

ACCOUNT NO	PROPERTY ADDRESS	LOT/UNIT	RATIO	SETTLED	SIGNATURE
	109 ASBURY RD; CINCINNATI, OH 45255				
✓ 242	242 LA PENINSULA BLVD JOHN & CHERYL TUCKER (H) P.O. BOX 8; MARSHALLVILLE, OH 44645			02/18/16	YES
✓ 243	243 LA PENINSULA BLVD WENDY DAVIS (H) P.O. BOX 783; WESTFIELD CENTE, OH 44251			11/15/12	NO
✓ 244	244 LA PENINSULA BLVD DEBORAH K STENGEL (H)  ARTHUR K STENGEL (H) ARTHUR K STENGEL; 54 FIELDSTONE LANE; BEACON FALLS, CT 06403			05/02/18	YES

Total Properties Listed: 25

(H)=Current Owner (P)=Prev Owner (R)=Resident/Tenant (V)=Developer



# EXHIBIT I

**200 La Peninsula Condominium Association  
Special Unit Owner's Meeting Minutes  
June 26, 2018 10:00 a.m.**

Minutes from a Special Unit Owner's Meeting for 200 La Peninsula Condominium Association held at the Clubhouse, 10 La Peninsula Blvd, Naples, Collier County, Florida.

1. **Call to Order/Roll Call/Determination of Quorum:** Dan Hutchinson called the meeting to order at 10:06 a.m. Bob White, William Zammer and Nancy Taylor were present. 21 unit owners were present by proxy. Also present was Dan Hutchinson of Resort Management.
2. **Establish Quorum of Membership:** 21 unit owners were present by proxy establishing a quorum.
3. **Proof of Notice of Meeting:** Notice of meeting was mailed and posted in accordance with FL Statute 718.
4. **Reading and Approval of Previous Meeting Minutes:** Nancy Taylor made a motion to approve the Owners Meeting Minutes of November 27, 2017. William Zammer seconded. All in favor. Motion passed.
5. **Unfinished Business: Nothing Discussed.**
6. **New Business:**
  - a. **Discuss and vote on Altering the Common Elements to Construct Walkways Connecting units 201, 202, 203, 208, 209, 210, 211, 212 & 213 to the Elevator, With the Sole Cost and Expense of the Original Construction to be Borne By Those Unit Owners, and Thereafter the Maintenance and Repairs Constituting a Common Expense, With The Board of Directors to Have Final Approval of the Plans.** The vote on altering the Common Elements as described passed with 21 owner YES votes by proxy, 7 owner NO votes by proxy for a total of 21 responses, 4 no reply in accordance with the Associations Governing Documents. The Board of Directors stated that every effort was made on their behalf to answer all owners' questions and concerns with the proposed project. A detailed information package was sent out from the Board to owners with ample information on the proposed walkways and discussions were included in recent Board of Directors' meetings held on 4-18-18 & 3-28-18. The Board will now submit an ARC Application to The Club at La Peninsula for approval and will continue to inform all unit owners of the steps and progress moving forward.
7. **Adjournment:** Nancy Taylor made a motion to adjourn at 10:22 p.m. Bob White seconded. Meeting Adjourned.

Respectfully Submitted,  
*Daniel Hutchinson, Resort Management*