

1 **PROPOSED COMBINED AMENDED AND RESTATED**
2 **DECLARATION OF CONDOMINIUM**
3 **OF**
4 **WIGGINS LAKES CONDOMINIUM**
5 **WIGGINS PRESERVE CONDOMINIUM ONE**
6 **WIGGINS PRESERVE CONDOMINIUM TWO**

7 **SUBSTANTIAL REWORDING OF DECLARATIONS OF CONDOMINIUM -**
8 **SEE CURRENT DECLARATIONS OF CONDOMINIUM FOR PRESENT TEXT**

9 **RECITALS:**

10 These three (3) Condominiums were established by Declarations of Condominium dated and
11 recorded in the Public Records of Collier County, Florida, as follows:

- 12 • Wiggins Lakes Condominium was created by the Declaration of Condominium recorded
13 at O.R. Book 1551, Page 776 *et seq.*, of the Public Records of Collier County, Florida;
- 14 • Wiggins Preserve Condominium One was created by the Declaration of Condominium
15 recorded at O.R. Book 1910, Page 1451 *et seq.*, of the Public Records of Collier County,
16 Florida; and
- 17 • Wiggins Preserve Condominium Two was created by the Declaration of Condominium
18 recorded at O.R. Book 1997, Page 2085 *et seq.*, of the Public Records of Collier County,
19 Florida.

20 Said Declarations or the exhibits thereto were subsequently amended or supplemented as follows:

21 Declaration of Protective Covenants for Wiggins Lakes recorded at O.R. Book 1552, Page
22 872 *et seq.*, of the Public Records of Collier County, Florida;

23 Amendment to Declaration of Condominium for Wiggins Lakes Condominium (attaching
24 Surveyor's Certificate of Substantial Completion for Phase 2) recorded at O.R. Book 1559,
25 Page 578 *et seq.*, of the Public Records of Collier County, Florida;

26 Amendment to Declaration of Condominium for Wiggins Lakes Condominium (attaching
27 Surveyor's Certificate of Substantial Completion for Phase 15) recorded at O.R. Book
28 1567, Page 2147 *et seq et seq.*, of the Public Records of Collier County, Florida;

29 Amendment to Declaration of Condominium for Wiggins Lakes Condominium
30 (Substituting Phase 4 and Phase 16 to the terms of the Declaration) recorded at O.R. Book
31 1632, Page 1916 *et seq.*, of the Public Records of Collier County, Florida;

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- 1 Amendment to Declaration of Condominium for Wiggins Lakes Condominium
2 (Submitting Phase 3 to the terms of the Declaration) recorded at O.R. Book 1650, Page 90
3 *et seq.*, of the Public Records of Collier County, Florida;
- 4 Amendment to Declaration of Condominium for Wiggins Lakes Condominium
5 (Submitting Phase 4 to the terms of the Declaration) recorded at O.R. Book 1674, Page 278
6 *et seq.*, of the Public Records of Collier County, Florida;
- 7 Amendment to Declaration of Condominium for Wiggins Lakes Condominium (amending
8 Legal Description and attaching Floor Plans for Phase 16) recorded at O.R. Book 1681,
9 Page 1832 *et seq.*, of the Public Records of Collier County, Florida;
- 10 Amendment to Declaration of Condominium for Wiggins Lakes Condominium (attaching
11 Surveyor's Certificate of Substantial Completion for Phase 16) recorded at O.R. Book
12 1744, Page 432 *et seq.*, of the Public Records of Collier County, Florida;
- 13 Amendment to Declaration of Condominium for Wiggins Lakes Condominium
14 (Submitting Phase 12 to the terms of the Declaration) recorded at O.R. Book 1786, Page
15 1427 *et seq.*, of the Public Records of Collier County, Florida;
- 16 Amendment to Declaration of Condominium for Wiggins Lakes Condominium (attaching
17 Surveyor's Certificate of Substantial Completion for Phase 12) recorded at O.R. Book
18 1801, Page 2275 *et seq.*, of the Public Records of Collier County, Florida;
- 19 Corrected Amendment to Declaration of Condominium for Wiggins Preserve
20 Condominium One (attaching Surveyor's Certificate of Substantial Completion for
21 Building 747) recorded at O.R. Book 1912, Page 756 *et seq.*, of the Public Records of
22 Collier County, Florida;
- 23 Amendment to Declaration of Condominium for Wiggins Preserve Condominium One
24 (attaching Surveyor's Certificate of Substantial Completion for Buildings 654 and 660)
25 recorded at O.R. Book 1922, Page 1943 *et seq.*, of the Public Records of Collier County,
26 Florida;
- 27 Amendment to Declaration of Condominium of Wiggins Lakes Condominium and Bylaws
28 recorded at O.R. Book 1945, Page 1826 *et seq.*, of the Public Records of Collier County,
29 Florida;
- 30 Amendment to Declaration of Condominium for Wiggins Preserve Condominium One
31 (attaching Surveyor's Certificate of Substantial Completion for Buildings 744 and 752)
32 recorded at O.R. Book 1922, Page 1943 *et seq.*, of the Public Records of Collier County,
33 Florida;

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- 1 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
2 (attaching Surveyor’s Certificate of Substantial Completion for Building 736) recorded at
3 O.R. Book 2010, Page 2000 *et seq.*, of the Public Records of Collier County, Florida;
- 4 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
5 (attaching Surveyor’s Certificate of Substantial Completion for Buildings 741 and 737)
6 recorded at O.R. Book 2010, Page 2006 *et seq.*, of the Public Records of Collier County,
7 Florida;
- 8 Amendment to Declaration of Condominium for Wiggins Preserve Condominium One
9 (attaching Surveyor’s Certificate of Substantial Completion for Building 651) recorded at
10 O.R. Book 2010, Page 2017 *et seq.*, of the Public Records of Collier County, Florida;
- 11 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
12 (attaching Surveyor’s Certificate of Substantial Completion for Buildings 733 and 688)
13 recorded at O.R. Book 2018, Page 1800 *et seq.*, of the Public Records of Collier County,
14 Florida;
- 15 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
16 (attaching Surveyor’s Certificate of Substantial Completion for Building 736) recorded at
17 O.R. Book 2022, Page 1284 *et seq.*, of the Public Records of Collier County, Florida;
- 18 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
19 (attaching Surveyor’s Certificate of Substantial Completion for Building 440) recorded at
20 O.R. Book 2047, Page 1596 *et seq.*, of the Public Records of Collier County, Florida;
- 21 Articles of Merger and Plan of Merger of Wiggins Preserve One Association, Inc. into
22 Wiggins Preserve Two Association, Inc., which changed its name to Wiggins Preserve
23 Condominium Association, Inc., recorded at O.R. Book 2058, Page 1168 *et seq.*, of the
24 Public Records of Collier County, Florida;
- 25 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
26 (attaching Surveyor’s Certificate of Substantial Completion for Buildings 768, 449, and
27 443) recorded at O.R. Book 2074, Page 1667 *et seq.*, of the Public Records of Collier
28 County, Florida;
- 29 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
30 (attaching Surveyor’s Certificate of Substantial Completion for Building 661) recorded at
31 O.R. Book 2081, Page 1942 *et seq.*, of the Public Records of Collier County, Florida;
- 32 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
33 (attaching Surveyor’s Certificate of Substantial Completion for Building 665) recorded at
34 O.R. Book 2081, Page 1956 *et seq.*, of the Public Records of Collier County, Florida;

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- 1 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
2 (attaching Surveyor's Certificate of Substantial Completion for Building 437) recorded at
3 O.R. Book 2088, Page 703 *et seq.*, of the Public Records of Collier County, Florida;
- 4 Amendment to Declaration of Condominium for Wiggins Preserve Condominium One
5 (attaching Surveyor's Certificate of Substantial Completion for Building 657) recorded at
6 O.R. Book 2112, Page 2214 *et seq.*, of the Public Records of Collier County, Florida;
- 7 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
8 (attaching Surveyor's Certificate of Substantial Completion for Building 431) recorded at
9 O.R. Book 2112, Page 2228 *et seq.*, of the Public Records of Collier County, Florida;
- 10 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
11 (attaching Surveyor's Certificate of Substantial Completion for Buildings 675 and 684)
12 recorded at O.R. Book 2135, Page 1 *et seq.*, of the Public Records of Collier County,
13 Florida;
- 14 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
15 (attaching Surveyor's Certificate of Substantial Completion for Buildings 691 and 434)
16 recorded at O.R. Book 2135, Page 28 *et seq.*, of the Public Records of Collier County
17 Florida;
- 18 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
19 (attaching Surveyor's Certificate of Substantial Completion for Building 680) recorded at
20 O.R. Book 2142, Page 324 *et seq.*, of the Public Records of Collier County, Florida;
- 21 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
22 (attaching Surveyor's Certificate of Substantial Completion for Building 679) recorded at
23 O.R. Book 2142, Page 337 *et seq.*, of the Public Records of Collier County, Florida;
- 24 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
25 (attaching Surveyor's Certificate of Substantial Completion for Building 671) recorded at
26 O.R. Book 2142, Page 350 *et seq.*, of the Public Records of Collier County, Florida;
- 27 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
28 (attaching Surveyor's Certificate of Substantial Completion for Building 687) recorded at
29 O.R. Book 2142, Page 364 *et seq.*, of the Public Records of Collier County, Florida;
- 30 Amendment to Declaration of Condominium of Wiggins Lakes Condominium and Bylaws
31 recorded at O.R. Book 2172, Page 672 *et seq.*, of the Public Records of Collier County,
32 Florida;
- 33 Amendment to Declaration of Condominium of Wiggins Lakes Condominium recorded at
34 O.R. Book 2185, Page 1608 *et seq.*, of the Public Records of Collier County, Florida;

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- 1 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
2 (attaching Surveyor’s Certificate of Substantial Completion for Buildings 668 and 683)
3 recorded at O.R. Book 2221, Page 477 *et seq.*, of the Public Records of Collier County,
4 Florida;
- 5 Amendment to Declaration of Condominium of Wiggins Preserve Condominium Two
6 recorded at O.R. Book 2282, Page 1845 *et seq.*, of the Public Records of Collier County,
7 Florida;
- 8 Amendment to Declaration of Condominium of Wiggins Preserve Condominium One
9 recorded at O.R. Book 2282, Page 1847 *et seq.*, of the Public Records of Collier County,
10 Florida;
- 11 Amendment to Declaration of Condominium of Wiggins Preserve Condominium One
12 recorded at O.R. Book 2297, Page 874 *et seq.*, of the Public Records of Collier County,
13 Florida;
- 14 Amendment to Declaration of Condominium of Wiggins Preserve Condominium Two and
15 Bylaws recorded at O.R. Book 2297, Page 876 *et seq.*, of the Public Records of Collier
16 County, Florida;
- 17 Articles of Merger and Plan of Merger of Wiggins Lakes Condominium Association, Inc.
18 and Wiggins Preserve Condominium Association, Inc. into Wiggins Lakes Master
19 Association, Inc., which changed its name to Wiggins Lakes & Preserve Association, Inc.,
20 Amended and Restated Articles of Incorporation, and Amended and Restated Bylaws,
21 recorded at O.R. Book 2345, Page 2806 *et seq.*, of the Public Records of Collier County,
22 Florida;
- 23 Amendment to Declaration of Condominium of Wiggins Preserve Condominium One and
24 the Articles of Merger recorded at O.R. Book 2345, Page 2836 *et seq.*, of the Public
25 Records of Collier County, Florida;
- 26 Amendment to Declaration of Condominium of Wiggins Preserve Condominium Two and
27 the Articles of Merger recorded at O.R. Book 2345, Page 2853 *et seq.*, of the Public
28 Records of Collier County, Florida;
- 29 Amendment to Declaration of Condominium of Wiggins Lakes Condominium and the
30 Articles of Merger recorded at O.R. Book 2345, Page 2870 *et seq.*, of the Public Records
31 of Collier County, Florida;
- 32 Amended and Restated Declaration of Protective Covenants for Wiggins Lakes recorded
33 at O.R. Book 4337, Page 3526 *et seq.*, of the Public Records of Collier County, Florida;
34 and

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1 Notice of Preservation of Covenants and Restrictions under Marketable Record Title Act
2 recoded at O.R. 5500, Page 1467 *et seq.*, of the Public Records of Collier County, Florida.

3 The submission of the lands to the condominium form of ownership by the original Declarations
4 and their amendments or supplements remain effective. This Combined Declaration does not
5 merge the Condominiums. No recorded easements to or from third parties or other binding
6 agreements of record or in existence are intended to be impaired or altered by the recording of this
7 Combined Amended and Restated Declaration of Condominium (“Declaration”). The original
8 Declarations, as amended heretofore, hereby, and hereafter to remain in effect for the purpose of
9 legally describing the individual Condominium Parcels within the Condominiums operated by this
10 Association, and for any other purpose necessary or appropriate by law.

11 By adoption of this Declaration, the Association Members hereby adopt certain amendments to
12 the Declarations of Condominium and amendments thereof and restate the Declarations in their
13 entirety. By adoption of this Declaration, the Members of the Association ratify governance of the
14 Wiggins Lakes Property under the condominium form of ownership and the provisions of the Act,
15 as defined in Article 1.1 of this Declaration.

16 The names of the Condominiums are: Wiggins Lakes Condominium, Wiggins Preserve
17 Condominium One, and Wiggins Preserve Condominium Two.

18 **1. DEFINITIONS.** As used in this Declaration or elsewhere in the Condominium
19 Documents, unless otherwise provided, and regardless of whether capitalized or not, the terms
20 used are as defined in the Act and as set forth below:

21 **1.1 “Act” or “Condominium Act”** means, except where specifically stated to the
22 contrary, the Florida Condominium Act (Chapter 718, Florida Statutes), as it now exists or as it
23 may be amended from time to time, including the definitions therein contained.

24 **1.2 “Articles”** means the Articles of Incorporation attached as Exhibit “B,” as may be
25 amended from time to time.

26 **1.3 “Assessment”** means a share of the funds required for the payment of Common
27 Expenses, which from time to time is assessed against the Units. Assessments may also be made
28 for Limited Common Expenses and Charges.

29 **1.4 “Association”** means WIGGINS LAKES & PRESERVE ASSOCIATION, INC.,
30 a Florida Corporation Not for Profit, the entity responsible for the operation of Wiggins Lakes
31 Condominium, Wiggins Preserve Condominium One, and Wiggins Preserve Condominium Two
32 and the Association Property and common facilities subject to the Master Declaration.

33 **1.5 “Association Property”** means all property owned by the Association for the use
34 and benefit of the Unit Owners. Certain Association Property, which has been deeded to the
35 Association, is described in Exhibit “A-1.”

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1 **1.6** “**Board of Directors**” or “**Board**” or “**Directors**” means the representative body
2 which is responsible for the administration of the Association’s affairs, and which is the same body
3 that is sometimes referred to in the Act as the “Board of Administration.”

4 **1.7** “**Building**” means the structures in which the Units and portions of the Common
5 Elements are located.

6 **1.8** “**Bylaws**” mean the Bylaws of the Association attached as Exhibit “C,” as may be
7 amended from time to time.

8 **1.9** “**Casualty**” for the purposes of this Declaration, and not for the purpose of
9 construing coverage between any insurer and insured, means an event which causes damage to the
10 Condominium Property due to some sudden, fortuitous cause, whether natural or man-made,
11 including (but not limited to) fire, flood, tidal surges and waves, hail, wind, rain, vandalism, acts
12 of terrorism or civil unrest, explosion, or bursting pipes, but does not include progressive decay or
13 corrosion, or slow or continuous leaks.

14 **1.10** “**Charge**” means any legal or equitable indebtedness or monetary obligation of a
15 Unit Owner to the Association, or other sums owed to or due to the Association from a Unit Owner,
16 or any cost or expense incurred by the Association on behalf of or because of a Unit Owner, other
17 than Assessments for Common Expenses, which the Unit Owner is obligated to pay to the
18 Association. Said obligations may arise by oral or written contract, by law or in equity, or may be
19 created by these Condominium Documents.

20 **1.11** “**Committee**” means a group of Board members, Unit Owners, or Board members
21 and/or Unit Owners and/or other Persons appointed by the Board to make reports or
22 recommendations to the Board, to take action on behalf of the Board, or to take such actions as the
23 Resolution creating the Committee, or the Directors of the Board, may dictate.

24 **1.12** “**Common Elements**” means and includes:

25 **1.12.1** The portions of the Condominium Property not included within the Units.

26 **1.12.2** Easements through Units for conduits, ducts, plumbing, wiring and other
27 facilities for the furnishing of Utility and other services to Units and the Common Elements.

28 **1.12.3** An easement of support in every portion of a Unit that contributes to the
29 support of the Buildings, including, but not limited to, all load bearing interior walls within the
30 Units.

31 **1.12.4** The property and installations required for the furnishing of Utility Services
32 and other services to more than one (1) Unit or to the Common Elements.

33 **1.12.5** Any other parts of the Condominium Property designated as Common
34 Elements in this Declaration.

1 **1.13 “Common Expenses of the Association”** means those expenses for which all Unit
2 Owners are liable to the Association, including, but not limited to, expenses of administration,
3 maintenance and operation of the Association and such other expenses as may be declared
4 Common Expenses of the Association either by this Declaration, the Articles of Incorporation, the
5 Bylaws or by the Board of Directors. Maintenance and repair of all Association Property is a
6 Common Expense of the Association. Bulk interior pest control for Units, if provided by the
7 Association, is a Common Expense of the Association. Common Expenses of the Association
8 include, but are not limited to, such items as cost of premiums for public liability insurance, pool
9 service, accounting and legal fees, and wages and fees for managerial and other services. Legal
10 fees regarding the rights, liabilities, interests, or affairs of the Association as an entity shall be a
11 Common Expense of the Association. The expenses of Communications Services are specifically
12 considered a Common Expense of the Association, if so designated by the Board with the costs of
13 said services equally assessed to all Units, as permitted by the Act. Common Expenses of the
14 Association also include reasonable insurance for Directors and Officers, commonly used road
15 maintenance and operation expenses, security services and other expenses which are reasonably
16 related to the general benefit of the Unit Owners of the several Condominiums even if such
17 expenses do not attach to the property or the Condominiums of the Association. Common
18 Expenses of the Association also include the expenses of any items or services required by any
19 federal, state, or local governmental entity to be installed, or supplied to the Wiggins Lakes
20 Property by the Association, including, but not limited to, fire safety equipment or water and sewer
21 service where a master meter services the Condominium, and where said services are not
22 separately metered to the Units. Common Expenses of the Association also include maintenance
23 of property outside of the Wiggins Lakes Property, and participating in governmental proceedings
24 or otherwise contesting the development or use of property outside the Wiggins Lakes Property,
25 where the Board finds a nexus to the value of Units in the Condominiums.

26 Common Expenses of the Association shall be shared 84/212 by Wiggins Lakes
27 Condominium owners, 32/212 by Wiggins Preserve Condominium One owners, and 96/212 by
28 Wiggins Preserve Condominium Two owners. Determining the allocation of the Common
29 Expenses of the Association as opposed to Common Expenses of the Condominium shall be in the
30 sole discretion of the Board.

31 **1.14 “Common Expenses of the Condominium”** means those expenses for which Unit
32 Owners in the individual Condominiums are liable to the Association. Expenses pertaining to the
33 maintenance, repair, and replacement of the Common Elements of the individual Condominiums
34 is Common Expense of the Condominium. By way of example, but not limitation, utility bills and
35 governmental services (including, but not limited to, water, sewer, electricity and trash collection)
36 that are not separately metered or billed to individual Units, building painting, roof repair, exterior
37 ground maintenance, and property insurance are Common Expenses of the Condominium. Legal
38 fees involving the interests of the physical property within a particular Condominium, including,
39 but not limited to, assessment collection matters, shall be a Common Expense of the
40 Condominium. Determining the allocation of the Common Expenses of the Condominium as
41 opposed to Common Expenses of the Association shall be in the sole discretion of the Board. When

1 the Association receives a single billing for an item that is declared a Common Expense of the
2 Condominium (e.g., lawn maintenance, property insurance, etc.) the Board may allocate segments
3 of said invoices to the individual Condominiums as the Board in its sole discretion deems fair and
4 equitable. Common Expenses of the Condominium shall be shared by Wiggins Lakes
5 Condominium Unit Owners on a 1/84, Wiggins Preserve Condominium One Unit Owners on a
6 1/32, and Wiggins Preserve Condominium Two Unit Owners on a 1/96. Reserves required by the
7 Act and the Condominium Documents are a Common Expense of the Condominium.

8 **1.15 “Common Surplus”** means the excess of all receipts of the Association, including,
9 but not limited to, Assessments, rents, profits, and revenues on account of the Common Elements,
10 above the amount of the Common Expenses. Common Surplus shall be owned in the same
11 undivided percentages as Common Elements are owned.

12 **1.16 “Communications Services”** means those services described in Section 202.11,
13 Florida Statutes (2023), and for the purpose of this Declaration, also includes Information Service
14 and Internet Access Service, as defined in this Declaration and Section 202.11, Florida Statutes.

15 **1.17 “Condominium Documents”** means this Declaration; the Master Declaration; the
16 Plats, which are described above and incorporated as part of this Declaration by reference, attached
17 as Exhibit “A;” Articles of Incorporation of Wiggins Lakes & Preserve Association, Inc. attached
18 as Exhibit “B;” Bylaws attached as Exhibit “C;” and Rules and Regulations. The Rules and
19 Regulations need not (but may) be recorded in the Public Records of Collier County, Florida, in
20 order to be valid.

21 **1.18 “Condominium Parcel”** means a Unit together with the undivided share in the
22 Common Elements which is appurtenant to said Unit and when the context permits, the term
23 includes all of the appurtenances to the Unit.

24 **1.19 “Condominium Property”** means the land and property interests subjected to
25 condominium ownership under this Declaration, all improvements on the land as depicted in the
26 Surveyor’s Plat, or replacement thereof of like kind and quality, and alterations or additions made
27 to the Common Elements or Association Property by the Association and all easements and rights
28 appurtenant thereto intended for use in connection with the Condominiums. Additions or
29 alterations made to the Units or Common Elements by Unit Owners (or their predecessors in title)
30 are not part of the Condominium Property. References in the Condominium Documents to
31 Condominium Property includes Association Property, unless specifically indicated otherwise.

32 **1.20 “County”** means the County of Collier, State of Florida.

33 **1.21 “Declaration” or “Declaration of Condominium”** means this instrument, and as
34 it may be amended from time to time.

35 **1.22 “Domestic Partners”** means two (2) adults who have chosen to share their lives in
36 a committed relationship that includes a mutual and exclusive commitment to each other’s

1 wellbeing, wherein each partner shares the same permanent address, have no blood relationship
2 that would preclude marriage in the State of Florida, are of the age of legal majority, are jointly
3 responsible for each other’s common welfare, share financial interdependence and mutual
4 obligation akin to those of marriage. Domestic Partners shall be considered married individuals or
5 spouses for the purpose of the Condominium Documents.

6 **1.23 “Family” or “Single Family”** means any one (1) of the following:

7 **1.23.1** One (1) natural person, his or her spouse, if any, and his, her, or their parent,
8 grandparent, adult children, custodial minor children (including foster children), grandchild, or
9 sibling (such persons being related by blood, marriage, adoption, or legal custody), who do and
10 plan to indefinitely and continuously reside together as a single financially and socially
11 interdependent housekeeping unit, with the intention of living within the bonds of family.

12 **1.23.2** Not more than two (2) natural persons not meeting the requirement of
13 Article 1.23.1 above, who do and plan to indefinitely and continuously reside together as a single
14 financially and socially interdependent housekeeping unit, with the intention of living within the
15 bonds of family.

16 **1.23.3** The reference to “natural” is intended to distinguish between an individual
17 and a corporation or other artificial entity. A “Family member” is a Person who resides in a Unit
18 as part of the Owner’s Family, but is not a title holder.

19 **1.24 “Fractional Ownership” or “Unit Sharing”** means any arrangement (whether
20 written or verbal) whereby multiple individuals, families, artificial entities, or other combinations
21 acquire title to a Unit (or any other possessory or use right in a Unit) with the intention of allocating
22 use rights among legal or beneficial owners, or others, whether pursuant to verbal or written
23 agreements, regarding the sharing of use and possession rights for a Unit.

24 **1.25 “Guest”** means any Person who is not the Unit Owner or a Tenant or a member of
25 the Owner’s or Tenant’s Family, who is physically present on or occupies the Condominium
26 Property on a temporary basis at the expressed or implied invitation of the Unit Owner or other
27 legally permitted Occupant, without the payment or existence of consideration.

28 **1.26 “Information service”** means the offering of a capability for generating, acquiring,
29 storing, transforming, processing, retrieving, using, or making available information via
30 communications services, including, but not limited to, electronic publishing, web-hosting service,
31 and end-user 900 number service. The term includes data processing and other services that allow
32 data to be generated, acquired, stored, processed, or retrieved and delivered by an electronic
33 transmission to a purchaser whose primary purpose for the underlying transaction is the processed
34 data or information. The term does not include video service.

1 **1.27 “Internet access service”** has the same meaning as ascribed to the term “Internet
2 access” by s. 1105(5) of the Internet Tax Freedom Act, 47 U.S.C. s. 151 note, as amended by Pub.
3 L. No. 110-108.

4 **1.28 “Insurable Event”** as described in the Act, has the same meaning as Casualty, as
5 defined in Article 1.9 of this Declaration.

6 **1.29 “Insurable Improvements”** means those portions of the Condominium Property
7 required by the Act to be insured by the Association. Whenever a portion of the Condominium
8 Property insured by the Association is replaced by the Association or a Unit Owner with
9 installations intended to comply with then current codes or safety standards, such replacements
10 shall be considered of like kind and quality and the continuing insuring responsibility of the
11 Association. Notwithstanding any interpretation of a provision of the Condominium Documents
12 to the contrary, it is the intention of this Declaration that all Insurable Improvements shall be
13 insured by the Association.

14 **1.30 “Invitee” or “Licensee”** means a Person or Persons expressly or impliedly allowed
15 entry onto the Condominium Property for the purpose of conducting business with or providing
16 services to a Unit or a Unit’s Occupant, or otherwise entering the Condominium Property at the
17 expressed or implied consent of the Unit Owner or Unit Occupant, including, but not limited to,
18 contractors, workmen, delivery persons, domestic assistants and health care assistants. Tenants,
19 Guests, Family members, and Occupants are Invitees.

20 **1.31 “Lease” or “Leasing”** when used in the context of the renting of Units, means the
21 grant by a Unit Owner of a right of use of the Owner’s Unit for consideration. Leasing shall be
22 construed to include any licensing or other arrangement with a third party where Persons other
23 than the Unit Owner are permitted to occupy the Unit for the payment of consideration to any
24 party. Any Person who qualifies as a Tenant as described in Article 1.51 shall be deemed to be
25 leasing a Unit.

26 **1.32 “Lien for Charges”** means a lien, which is recorded to secure a Charge.

27 **1.33 “Limited Common Elements”** means those Common Elements, which are
28 reserved for the use of a certain Unit or Units to the exclusion of all other Units, as specified in
29 this Declaration. References in this Declaration to Common Elements include all Limited Common
30 Elements, unless the context would prohibit, or it is expressly provided otherwise. Whenever a
31 portion of the Condominium Property naturally and exclusively services a particular Unit or group
32 of Units, and where the area in question lies outside of the boundaries of the Unit, the delegation
33 by this Declaration of Maintenance responsibility for the area by or at the expense of the benefiting
34 Unit Owner(s) shall serve to define the area as a Limited Common Element.

35 **1.34 “Limited Common Expenses”** means those expenses affiliated with the
36 Maintenance of a Limited Common Element, the costs of which are assessed only against the
37 benefiting Unit Owner(s), as authorized by the Act, if so provided in this Declaration.

1 **1.35 “Maintenance” or “Maintain”** means, unless the context of a provision in the
2 Condominium Documents requires otherwise, required cleaning, heavy cleaning, painting where
3 applicable, routine maintenance, ongoing maintenance, preventative maintenance, as well as repair
4 and replacement. The term “maintenance” does not include Repair After Casualty, unless the
5 context of a provision in the Condominium Documents requires otherwise. Whenever a Unit
6 Owner is obligated by the Condominium Documents or law to maintain, repair, or replace portions
7 of the Condominium Property, the Board has the authority to establish reasonable standards for
8 such maintenance, repair, or replacement, including mandating maintenance, repair, or
9 replacement of said items, when the Board deems same are reasonably necessary, and the Board
10 may likewise adopt specifications for replacement components, without need for Unit Owner
11 approval, notwithstanding any provision in this Declaration to the contrary.

12 **1.36 “Management”** means the licensed Community Association Manager and/or
13 Community Association Management Firm, employed or contracted by the Association to assist
14 the Board and its Officers in the day-to-day operation of the Association. There is no requirement
15 for the retention of Management.

16 **1.37 “Master Declaration”** means that Declaration of Protective Covenants for
17 Wiggins Lakes, originally recorded at O.R. Book 1551, Page 820 *et seq.*, of the Public Records of
18 Collier County, Florida, as amended from time to time.

19 **1.38 “Material Alteration or Substantial Addition”** means to palpably or perceptively
20 vary or change the use, form, shape, elements, or specifications of a Building or other portions of
21 the Common Elements from its original design or plan, or existing condition, in such a manner as
22 to appreciably affect or influence its function, use or appearance.

23 **1.39 “Member”** means the record Owner(s) of legal title to a Unit.

24 **1.40 “Occupant”** when used in connection with a Unit, means a Person who is
25 physically present in a Unit for two (2) or more consecutive days, including staying overnight for
26 one (1) night.

27 **1.41 “Occupy”** when used in connection with a Unit, means the act of staying in the
28 Unit for two (2) or more consecutive days, including an overnight stay of at least one (1) night.

29 **1.42 “Officer”** means the executive Officers and Assistant Officers (if any) appointed
30 by the Board as provided in the Bylaws.

31 **1.43 “Owner Insurance Elements”** means those portions of the Condominium
32 Property excluded by the Act from Association insurance obligation, and shall include all Owner
33 personal property and any alterations or additions to the Condominium Property that are not
34 insured by the Association’s insurance policy. Owner Insurance Element shall not be considered
35 part of the Insurable Improvements for the purposes of this Declaration.

1 **1.44 “Person”** means any individual or representative of an entity, including Unit
2 Owners, Family members, Tenants, Guests, Occupants, Licensees, and Invitees. Whenever the
3 word “Person” is used to require, prohibit, or prescribe certain conduct, the Owner of the Unit with
4 which such Person is affiliated is responsible for ensuring such Person’s compliance with the
5 Condominium Documents.

6 **1.45 “Plats”** means all legal descriptions, site plans, surveys, and graphic depictions of
7 record describing the Condominium Property. The Plats or portions thereof are attached,
8 summarized, or shown with illustrative examples in Exhibit “A” to this Declaration. All Plats of
9 record are incorporated by reference whether or not attached or separately described. The Plats
10 may not reflect the actual configuration or use of the Condominium Property, as deviations from
11 original as-built conditions or uses may have been made over time.

12 **1.46 “Policies and Procedures”** means the policies of the Board adopted in writing
13 from time to time, including those documented in minutes of the Board or correspondence issued
14 under the authority of the Board. Policies and Procedures are part of the Rules and Regulations,
15 and hence part of the Condominium Documents.

16 **1.47 “Primary Occupant”** means one (1) or more natural person(s) designated for
17 occupancy of a Unit when title to the Unit is held in the name of two (2) or more Persons who are
18 not spouses, or when title is held by a trust, corporation or other entity which is not a natural
19 person, except where the context clearly indicates otherwise, the term “Owner” includes “Primary
20 Occupant.” Tenants may not be designated as Primary Occupants.

21 **1.48 “Repair After Casualty”** means the removal, reinstallation, demolition, repair, or
22 replacement of the Insurable Improvements after an Insurable Event.

23 **1.49 “Resident”** means any Person who is occupying a Unit for thirty (30) days, whether
24 or not consecutive, in any calendar year and includes, as applicable, Owners, Tenants and members
25 of their respective Families who reside in the Unit.

26 **1.50 “Rules and Regulations”** means those rules and regulations promulgated by the
27 Board, concerning the transfer, use, appearance, maintenance, and occupancy of the Units,
28 Common Elements, Limited Common Elements, and Association Property, and the administration
29 and operation of the Association (including Policies and Procedures), subject to any limitations
30 contained in this Declaration.

31 **1.51 “Tenant” or “Lessee”** means a Person occupying a Unit, other than the Owner
32 where said occupancy by the non-Owner involves consideration, including, but not limited to, the
33 payment of money, the exchange of goods or services, or the provision of direct economic or
34 indirect economic benefit, including tax benefits and the furtherance of business interests,
35 including, but not limited to, use of a Unit as an employee or customer rewards or incentive, or a
36 charity auction or similar prize, or use of the Unit as part of any type of “home exchange”
37 arrangement. The term “Tenant” shall be used interchangeably with “Lessee.”

1 **1.52 “Unit”** means a part of the Condominium Property subject to exclusive ownership.

2 **1.53 “Unit Owner” or “Owner”** means the record Owner of a Condominium Parcel.
3 Wherever a portion of the Condominium Documents, including the Rules and Regulations,
4 proscribes, restricts, prohibits, governs or requires that a “Unit Owner” take or refrain from taking
5 any action, or engage or refrain from engaging in any conduct, or providing for liability to the
6 Association arising from such acts or conduct or the failure to take required action or engage in
7 required conduct, the term Unit Owner is deemed to include, unless the context specifically
8 suggests otherwise, the Unit Owner’s Family, Tenants, Residents, Occupants, Guests, Licensees
9 and Invitees, and as may be applicable, the Family members of such Person, as well as employees
10 or agents of such Persons.

11 **1.54 “Utility” or “Utility Services”** as used in the Act and as construed with reference
12 to the Condominiums, and as used in the Condominium Documents, includes but is not limited to,
13 potable water, irrigation, electric power, gas, hot and cold water, heating, refrigeration, video and
14 Communications Services (including, but not limited to, cable, satellite or other television,
15 telephone or other voice services, and wi-fi or any other internet or computer service), air
16 conditioning, garbage disposal, and sewage disposal.

17 **1.55 “Voting Interests of the Association”** means the arrangement established in the
18 Condominium Documents by which the Owners of each Unit collectively are entitled to one (1)
19 vote in the Association matters. There are 212 Units, so the total number of Voting Interests of the
20 Association is 212. Matters affecting the entire Association (all Condominiums), as determined by
21 the Board of Directors, shall be decided by the Voting Interests of the Association. By way of
22 example, but not limitation, the election of Directors, the recall of Directors, the waiver of financial
23 reporting requirements, alterations of Association Property, certain alterations of Common
24 Elements, certain amendments to the Declaration of Condominium, amendments to the Articles of
25 Incorporation, and amendments to the Bylaws, are decided by the Voting Interests of the
26 Association. Determining whether a voting item involves the Voting Interests of the Association
27 as opposed to the Voting Interests of the Condominium, shall be determined in the sole discretion
28 of the Board. In the event the term “Voting Interest” is used in the Condominium Documents, it
29 shall be presumed to mean Voting Interests of the Association, unless the term Voting Interests of
30 the Condominium is specified.

31 **1.56 “Voting Interests of the Condominium”** means those voting items which are to
32 be considered for vote by the Unit Owners in individual Condominiums per this Declaration and
33 in accordance with the Class Quorum and Voting procedures specified in Article 2.11 of the
34 Bylaws. Determining whether a voting item is a matter involving the Voting Interests of the
35 Condominium, as opposed to Voting Interests of the Association shall be determined in the sole
36 discretion of the Board. In the event the term “Voting Interest” is used in the Condominium
37 Documents, it shall be presumed to mean Voting Interests of the Association, unless the term
38 Voting Interests of the Condominium is specified.

1 **1.57 “Wiggins Lakes Property”** means the Condominium Property of all three (3)
2 Condominiums, and the Association Property.

3 **2. STATEMENT OF CONDOMINIUM DECLARATION.** On August 14, 1990, McCoy
4 Development, Inc., a Delaware corporation, submitted the property described above as Wiggins
5 Lakes Condominium to condominium ownership in accordance with Florida Statutes. On February
6 2, 1994, McCoy Development, Inc., a Delaware corporation, submitted the property described above
7 as Wiggins Preserve Condominium One to condominium ownership in accordance with Florida
8 Statutes. On October 28, 1994, McCoy Development, Inc., a Delaware corporation, submitted the
9 property described above as Wiggins Preserve Condominium Two to condominium ownership in
10 accordance with Florida Statutes.

11 **3. CONDOMINIUM NAMES.** The names by which these Condominiums are identified is
12 “Wiggins Lakes Condominium,” “Wiggins Preserve Condominium One,” and “Wiggins Preserve
13 Condominium Two.”

14 **4. UNIT IDENTIFICATION.** The identification of each Unit shall be by number and shall
15 be as indicated on the Plats. As this Declaration does not create a new Condominium, nor merge
16 the three (3) Condominiums operated by the Association, all conveyances of Condominium
17 Parcels shall contain legal descriptions based upon the originally recorded Declaration of
18 Condominium, as specified in the Recitals of this Declaration, and as same have been subsequently
19 amended, including amendments contained in this Declaration, and any future amendments or the
20 exhibits.

Name of Condominium	Number of Units/Buildings	Street Address	Building Nickname/Phase
Wiggins Lakes Condominium (Also known as/referred to as the “Lakes Condos”)	84 Units 7 Bldgs./ 12 Units Each	781 Wiggins Lake Dr.	Building/Phase 1
		773 Wiggins Lake Dr.	Building/Phase 2
		765 Wiggins Lake Dr.	Building/Phase 3
		757 Wiggins Lake Dr.	Building/Phase 4
		760 Wiggins Lake Dr.	Building/Phase 12
		774 Wiggins Lake Dr.	Building/Phase 15
		790 Wiggins Lake Dr.	Building/Phase 16
Wiggins Preserve Condominium One (Also known as/referred to as the “Coach Homes”)	32 Units 8 Bldgs./ 4 Units Each	651 Wiggins Lake Dr.	Building 651
		654 Wiggins Lake Dr.	Building 654
		657 Wiggins Lake Dr.	Building 657
		660 Wiggins Lake Dr.	Building 660
		743 Wiggins Lake Dr.	Building 743
		744 Wiggins Lake Dr.	Building 744
		747 Wiggins Lake Dr.	Building 747
Wiggins Preserve Condominium Two	96 Units 24 Bldgs./	752 Wiggins Lake Dr.	Building 752
		431 Wiggins Lake Ct.	Building 431
		434 Wiggins Lake Ct.	Building 434

(Also known as/referred to as the “Coach Homes”)	4 Units Each	437 Wiggins Lake Ct.	Building 437
		440 Wiggins Lake Ct.	Building 440
		443 Wiggins Lake Ct.	Building 443
		449 Wiggins Lake Ct.	Building 449
		661 Wiggins Lake Dr.	Building 661
		665 Wiggins Lake Dr.	Building 665
		668 Wiggins Lake Dr.	Building 668
		671 Wiggins Lake Dr.	Building 671
		675 Wiggins Lake Dr.	Building 675
		679 Wiggins Lake Dr.	Building 679
		680 Wiggins Lake Dr.	Building 680
		683 Wiggins Lake Dr.	Building 683
		684 Wiggins Lake Dr.	Building 684
		687 Wiggins Lake Dr.	Building 687
		688 Wiggins Lake Dr.	Building 688
		691 Wiggins Lake Dr.	Building 691
		729 Wiggins Lake Dr.	Building 729
		733 Wiggins Lake Dr.	Building 733
736 Wiggins Lake Dr.	Building 736		
737 Wiggins Lake Dr.	Building 737		
741 Wiggins Lake Dr.	Building 741		
768 Wiggins Lake Dr.	Building 768		
TOTAL	212 Units		

1 **5. SURVEY AND GRAPHIC DESCRIPTION.** A survey of the land previously submitted
2 to condominium ownership and a plat thereof describing each Unit, Common Elements and their
3 relative location and the approximate dimensions of each Unit are as shown on the Plats, which
4 are incorporated into and made part of this Declaration.

5 **6. VOTING RIGHTS; OWNERSHIP OF COMMON ELEMENTS.** The voting rights of
6 the Owner of each Unit is 1/212th (one Voting Interest per Unit) for Association matters and 1/84th
7 for Wiggins Lakes Condominium, 1/32nd for Wiggins Preserve Condominium One, and 1/96th for
8 Wiggins Preserve Condominium Two for individual Condominium voting issues. The sharing of
9 Common Expenses and ownership of Common Elements and Common Surplus shall be on a 1/84th
10 basis for Wiggins Lakes Condominium, 1/32nd basis for Wiggins Preserve Condominium One, and
11 1/96th basis for Wiggins Preserve Condominium Two for Common Expenses of the Condominium
12 and a 1/212th basis for Common Expenses of the Association. Voting rights may be suspended
13 pursuant to the terms of the Condominium Documents and/or Florida law. Suspension of voting
14 rights shall not affect the basis for which Common Expenses are shared or Common Elements and
15 Common Surplus owned. However, suspended Voting Interests are subtracted from the total
16 number of votes required when calculating any required vote or quorum during the period for
17 which said Voting Interest is suspended. The undivided share of ownership of the Common

1 Elements and Common Surplus appurtenant to a Unit cannot be conveyed or separately
2 hypothecated. As long as the Condominiums exist, the Common Elements cannot be partitioned.
3 The shares in the funds and assets of the Association cannot be assigned by a Unit Owner, pledged
4 or transferred except as an appurtenance to the Units.

5 **7. EASEMENTS.** Each of the following easements and easement rights is reserved through
6 the Condominium Property and is a covenant running with the land of the Condominiums, and
7 notwithstanding any of the other provisions of this Declaration, may not be revoked and shall
8 survive the exclusion of any land from the Condominiums, unless released in connection with
9 termination of the Condominiums. None of these easements may be encumbered by any leasehold
10 or lien other than those on the Condominium Parcels. Any lien encumbering these easements shall
11 automatically be subordinate to the rights of the Unit Owners with respect to such easements.

12 **7.1 Utilities, Traffic and Support.** Each of the following easements is a covenant
13 running with the land and notwithstanding any of the other provisions of this Declaration may not
14 be substantially amended or revoked in such a way as to unreasonably interfere with their proper
15 and intended use and purpose, and shall survive the termination of the condominium and the
16 exclusion of any lands from the Condominium Property, to-wit:

17 **7.1.1 Utilities.** Easements as may be required for Utility Service in order to
18 adequately serve the Condominium Property; provided, however, easements through a Unit shall
19 be only according to the plans and specifications for the Building or as the Building is actually
20 constructed, unless approved, in writing, by the Unit Owner.

21 **7.1.2 Pedestrian and Vehicular Traffic.** Easements for pedestrian traffic over,
22 through and across sidewalks, paths, lanes and walks, as the same may from time to time exist,
23 upon the Common Elements; and for the vehicular traffic over, through and across such portions
24 of the Common Elements as may be from time to time paved and intended for such purposes.

25 **7.1.3 Support.** Every portion of a Unit contributing to the support of the Building
26 or an adjacent Unit shall be burdened with an easement of support for the benefit of all other Units
27 and Common Elements in the Building.

28 **7.2 Easement in Common Elements.** The Common Elements shall be, and the same
29 are hereby declared to be, subject a perpetual nonexclusive easement in favor of all of the Unit
30 Owners for their use and the use of their immediate families, guests and invitees, for all proper and
31 normal purposes and for the furnishing of services and facilities for which the same are reasonably
32 intended for the enjoyment of the Unit Owners.

33 **7.3 Right of Access to Units.** The Association has the irrevocable right of access to
34 each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of
35 any Common Elements or for making emergency repairs which are necessary to prevent damage
36 to the Common Elements or to another Unit or Units.

1 **7.4 Easements for Encroachments.** In the event that any Unit shall encroach upon
2 any of the Common Elements for any reason not caused by the purposeful or negligent act of the
3 Unit Owner or agents of such Unit Owner, then an easement appurtenant to such Unit shall exist
4 for the continuance of such encroachment into the Common Elements for so long as such
5 encroachment shall naturally exist; and, in the event that any portion of the Common Elements
6 shall encroach upon any Unit, then an easement shall exist for the continuance of such
7 encroachment of the Common Elements into any Unit for so long as such encroachment shall
8 naturally exist.

9 **7.5 Air Space.** An exclusive easement for the use of the air space occupied by a Unit
10 as it exists at any particular time and as the Unit may lawfully be altered.

11 **7.6 Easements or Encroachments for Units.** Easements or encroachments by the
12 perimeter walls, ceilings and floor surrounding each Unit.

13 **7.7 Easement for Overhangs.** Easement for overhanging troughs or gutters,
14 downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over Units.

15 **7.8 Easement for Air Space in Common Elements.** An exclusive easement for the
16 use of the area and air space occupied by the air conditioning compressor and the equipment and
17 fixtures appurtenant thereof, situated in or on Common Elements but exclusively serving and
18 individually owned by the Unit Owner, as the same exist in and on the land, which exclusive
19 easement shall be terminated automatically in any air space which is permanently vacated by such
20 air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided,
21 however, that the removal of same for repair or replacement shall not be construed to be a
22 permanent vacation of the air space which it occupies.

23 **7.9 Easement for Adjoining Property.** Mutual and reciprocal easements for ingress,
24 egress, parking, drainage, and utilities over, under and across the Condominium Property have
25 been created by the Developer for the benefit of all lands within the Wiggins Lakes Property.

26 **8. CONDOMINIUM UNITS AND APPURTENANCES.** Units are those cubicles of space
27 and all improvements constructed therein identified and described in the Plats. The horizontal and
28 vertical boundaries of the Units shall be as follows:

29 **8.1 Boundaries.** Each Unit shall have as its boundary the interior plans of the
30 undecorated, finished surfaces of the ceilings, floors and perimeter walls bounding the Unit,
31 extended to intersect with each other. The Unit Owner may use the interior of the perimeter walls
32 for nails and other fasteners to support furnishings, fixtures, and decorations.

33 **8.2 Boundaries - Further Defined.** Except as provided below, the boundaries of the
34 Unit shall not include all of those spaces and improvements lying outside of the planes of the
35 undecorated finished inner surfaces of the perimeter walls and those surfaces above the planes of
36 the undecorated finished ceilings of each Unit, and those surfaces below the planes of the

1 undecorated finished floors of each Unit, and further, shall not include those spaces and
2 improvements lying between the planes of the undecorated finished surfaces of all interior bearing
3 walls and bearing partitions, and further, shall exclude all pipes, ducts, wires, conduits and other
4 utilities running through any interior wall or partition for the furnishing of utility services to any
5 Unit or the Common Elements. Each Unit shall include the cabinets in the walls, and the electric
6 receptacles and switches exclusively serving such Unit. Any damage caused to the Unit or the
7 Common Elements or any property stored therein by using this storage area shall be at the sole
8 expense of the Unit Owner. In those Units where attic storage access is provided, a Unit Owner
9 may use the crawl space for storage at the Unit Owner's risk. Any damage caused to the Unit or
10 the Common Elements or any property stored therein by using this storage area shall be at the sole
11 expense of the Unit Owner.

12 **8.2.1 Lakes Condos Lanais.** Each Unit shall include as an appurtenant Limited
13 Common Element, as indicated on the Plats, a lanai. The boundaries of the lanai shall be as follows:
14 All lower and perimetrical boundaries shall be the same as set forth above; however, should a
15 perimetrical boundary be a railing, then the Unit shall include the railing and the boundary shall
16 be the exterior surface of the railing. Subject to the right of the Association to control the finishes,
17 types and colors of floor coverings, maintenance of the finished floor of the lanai shall be borne
18 by the Unit owner to which the lanai is appurtenant Each lanai is a Limited Common Element
19 appurtenant to the Unit which it abuts and is for the exclusive use of the owners of the abutting
20 Unit, provided, however, no Unit Owner shall paint or otherwise decorate or change the
21 appearance of any exterior portion of the Condominium Property.

22 **8.2.2 Coach Homes Lanais.** Each Unit shall have a screen enclosed lanai as an
23 appurtenant Limited Common Element for the exclusive use of the Unit Owner. The lower and
24 upper boundaries of the lanai shall be as aforescribed and the perimeter boundaries shall be the
25 finished interior surface of the walls and screen enclosure surrounding the same. In order to
26 maintain a compatible and harmonious exterior appearance for the entire Condominium, a Unit
27 Owner shall not change the exterior appearance of the lanai or place any floor coverings on the
28 lanai without the express prior written consent of the Association.

29 **8.2.3 Windows and Doors.** A Unit shall include, as indicated on the Plats,
30 windows, doors, millwork, railings, and screens in the perimetrical boundaries of the Unit.

31 **8.2.4 Lakes Condos Stairways.** Stairways, including landings, balconies, and
32 walkways, serving second floor Units are Limited Common Elements appurtenant to the Units
33 which they abut and serve.

34 **8.2.5 Lakes Condos Parking Facilities.** All parking facilities for the Units are
35 located in the parking areas adjacent or proximate to the Buildings. Each Unit shall be assigned
36 the use of one (1) carport and one (1) outdoor space.

1 **8.2.6 Coach Homes Parking Spaces.** Each Unit shall have a garage parking
2 space (as shown on the Plats) as a Limited Common Element appurtenant to the Unit. The Unit
3 Owner will be responsible for the maintenance and repair of the overhead door.

4 **8.3 Exclusive Use.** Each Unit Owner has the exclusive use of his or her Unit.

5 **8.4 Appurtenances.** The ownership of each Unit includes, and there shall pass with
6 each Unit as appurtenances thereto whether or not separately described, all of the rights, title and
7 interest including but not limited to:

8 **8.4.1 Common Elements.** An undivided share of the Common Elements, such
9 undivided share to be that proportion set forth in Article 6.

10 **8.4.2 Easements** for the benefit of the Unit. Provided, however, that the
11 Association may suspend the right to use Common Elements or Association Property and suspend
12 other rights or services as permitted by the Act.

13 **8.4.3 Association Membership** and interest in funds and assets held by the
14 Association, provided that funds of the Association are not divisible and may not be separately
15 hypothecated and further provided that the Association may suspend voting rights and other
16 incidents of membership as provided by the Act.

17 **8.4.4 Limited Common Elements.** The right to exclusive use of the Limited
18 Common Elements designated by this Declaration.

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

22 **9.1 Association Maintenance, Repair, and Replacement Obligation.** The
23 Maintenance of all Common Elements and Association Property shall be performed by the
24 Association, and the cost is a Common Expense, except as may otherwise be specifically noted
25 with respect to Limited Common Elements. The Board has the authority to declare Units in the
26 Condominiums not available for occupancy, or other portions of the Condominium Property or
27 Association Property not available for use, when, in the reasonable discretion of the Board, it is
28 determined that the property cannot be safely inhabited or used, or when the property cannot be
29 used for its intended purposes due to required Maintenance or Repair After Casualty of the
30 Condominium Property. In such cases, the Association shall not be liable to any Unit Owner or
31 any other Person for alternative housing costs, lost rent, loss of use, or any other expense or claim.

32 **9.1.1 General Exterior and Structural Maintenance.** Except as provided
33 otherwise herein, the Association's Maintenance responsibility includes, but is not limited to,
34 exterior painting and waterproofing (including caulking), structural Maintenance of the Buildings,
35 roofing, Maintenance of parking facilities, and general exterior Maintenance, but does not include

1 Maintenance of windows, sliding glass doors, hurricane shutters, any other exterior item for which
2 Maintenance responsibility is conferred upon the Unit Owner under Article 9.2, nor any alteration
3 or addition to the Condominium Property made by a Unit Owner or his or her predecessors in title,
4 nor any portions of the Condominium Property exposed to the elements or any structural element
5 for which this Declaration delegates responsibility to the Unit Owner.

6 **9.1.2 Plumbing and Electrical.** The Association's Maintenance responsibility
7 includes, except as may be specifically otherwise provided to the contrary, without limitation, all
8 electrical conduits and installations located from (but not including) the Unit circuit breaker
9 outward; electrical conduits and installations located within or outside a Unit for the furnishing of
10 Utility Services to another Unit, more than one (1) Unit, or the Common Elements; plumbing
11 fixtures and installations located within or outside a Unit for the furnishing of Utility Services to
12 another Unit, more than one (1) Unit, or the Common Elements. The Association's Maintenance
13 responsibility does not include electrical fixtures, switches or receptacles, plumbing fixtures, or
14 other electrical, plumbing or mechanical installations located within the Unit and serving only that
15 Unit, or facilities outside the Unit where this Declaration delegates responsibilities to Unit(s)
16 served by said items being the Maintenance responsibility of the Unit Owners.

17 **9.1.3 Life Safety Equipment.** All fire safety and other life safety equipment, no
18 matter where located shall be Maintained by the Association, excepting smoke alarms within a
19 Unit serving only that Unit, or other fire or life safety additions installed by individual Unit
20 Owners.

21 **9.1.4 Incidental Damage.** If, in connection with the discharge of its Maintenance
22 responsibilities, the Association must remove, disassemble, or destroy portions of the
23 Condominium Property which the Unit Owner is required to Maintain, the Association is
24 responsible for reinstallation or replacement of that item, including cabinetry, drywall and
25 moldings, to its unfinished state, and specifically excluding floor coverings, wall coverings, ceiling
26 coverings, paint, wallpaper, paneling, and other finishes, and further provided that the
27 Association's obligations are limited to the replacement of items that were part of the
28 Condominium Property as originally installed by the Developer, or replacements thereof of like
29 kind and quality, and except in cases of Casualty repair, or repair of damage caused by a covered
30 cause of loss under the Association's applicable insurance policy, which shall be governed by
31 Article 13 of this Declaration and the Act. When a Building component which has been damaged
32 or destroyed in connection with the Association's work must be replaced with an upgraded
33 component to comply with current laws, ordinances, or codes, the Unit Owner is responsible for
34 the additional costs, secured by a Lien for Charges, for the amount by which the upgraded
35 component exceeds the cost of a like kind replacement. Repair or replacement of all upgrades or
36 additions, even if made by a predecessor in title, shall be the responsibility of the Unit Owner,
37 specifically including, but not limited to, hurricane shutters which the Association must remove in
38 connection with the Maintenance of a Building, although the Association may have shutter
39 removal and/or reinstallation work performed by its contractor, and the Unit Owner will be
40 responsible for reimbursement to the Association as a Charge.

1 **9.2 Unit Owner Maintenance, Repair, and Replacement Obligation.** Each Unit
2 Owner is responsible, at his or her own expense, for all Maintenance of his or her own Unit and
3 those Limited Common Elements serving his or her Unit as set forth below, whether ordinary or
4 extraordinary, including, without limitation:

5 **9.2.1 Windows.** The Unit Owner shall Maintain the window installations
6 originally installed by the Developer or subsequent replacements thereof. The Unit Owner's
7 Maintenance responsibility includes the window frame and encasement, the plate glass, balance
8 rods, and all caulking thereof. The Unit Owner is responsible for window locking and opening
9 mechanisms, the windowsill and glass breakage due to any cause, unless otherwise covered by
10 insurance. The Owner is responsible for exterior caulking when a window is installed. Thereafter,
11 exterior caulking around the windows, in connection with the Association's general exterior
12 waterproofing program, is the responsibility of the Association.

13 **9.2.2 Drywall and Finishes.** The Unit Owner shall Maintain all drywall or other
14 walls within the Unit, the finishes thereof (including trim and molding), and the structural framing
15 related thereto, including studs and insulation, and specifically including drywall or other walls on
16 the interior side of the exterior boundary walls (including any studs or framing behind such walls
17 and any insulation), and any drywall on the ceiling of the Units, and the permanent finishes or
18 coatings on ceilings.

19 **9.2.3 Electrical.** The Unit Owner shall Maintain all electrical fixtures, apparatus
20 or installations located within the Unit, which service only the individual Unit plus all electrical
21 fixtures, apparatus or installations from and including the circuit breaker inward, which service
22 only that Unit.

23 **9.2.4 Sliding Glass Doors.** The Unit Owner shall Maintain sliding glass doors
24 and the structural components thereof including frames and fixed panels, the tracks therefore, all
25 door hardware, trim, and caulking, subject to the provisions of Article 9.11.

26 **9.2.5 Unit Front Entry Door.** The Unit Owner shall Maintain the Unit front
27 entry door, including the exterior paint on the entry doors and exterior trim around the door.

28 **9.2.6 Other Doors.** The Unit Owner shall Maintain all other doors and the
29 framing and structural components thereof, including trim, caulking, locks and hardware within or
30 servicing the Unit, subject to the provisions of Article 9.11.

31 **9.2.7 Window Screens.** The Unit Owner shall Maintain all window screens.

32 **9.2.8 Hurricane Shutters.** The Unit Owner shall Maintain hurricane shutters and
33 the structural components thereof, subject to the provisions of Article 9.11.

34 **9.2.9 Electrical, Plumbing, and Mechanical Fixtures.** The Unit Owner shall
35 Maintain the electrical, mechanical and plumbing fixtures and outlets (including connections)

1 within a Unit and serving only that Unit including sinks, toilets, tubs, showers, shower pans, and
2 all related fixtures and installations.

3 **9.2.10 Appliances.** The Unit Owner shall Maintain all appliances within the Unit.

4 **9.2.11 Heating and Air Conditioning Equipment; Ductwork.** The Unit Owner
5 shall Maintain all portions of the heating and air conditioning equipment (including pads,
6 condensers, air handlers, ductwork, electrical lines, refrigerant lines and discharge lines), dryer
7 vents to the point of termination (even if exterior to the Unit), and air conditioner or air handler
8 discharge lines to the point of termination or connection to another discharge (even if exterior to
9 the Unit).

10 **9.2.12 Floor Coverings.** The Unit Owner shall Maintain carpeting and other floor
11 covering (including lanai areas).

12 **9.2.13 Other Equipment and Fixtures.** The Unit Owner shall Maintain all other
13 equipment or fixtures located or contained entirely within a Unit which serve only that Unit, as
14 well as telephone lines and apparatus from the point where a line or apparatus serves only that
15 Unit, and cable television lines and apparatus from the point where said lines or apparatus serve
16 only that Unit, no matter where located.

17 **9.2.14 Plumbing (Incoming).** The Unit Owner shall Maintain all incoming
18 plumbing from (and including) the shutoff valve (at hot water) inward.

19 **9.2.15 Plumbing (Outgoing).** The Unit Owner shall Maintain outbound plumbing
20 until the point of exit from the Unit boundary. Provided, however, that the Unit Owner is
21 responsible for the remediation of clogged pipes or drains, where the source of blockage or
22 obstruction originates from the Unit, even if the area where the blockage or obstruction is located
23 is outside of the Unit boundary.

24 **9.2.16 Mailboxes.** The Unit Owner shall Maintain locking and opening equipment
25 for mailboxes. The mailboxes shall otherwise be Maintained by the Association.

26 Any of the above-described areas that are to be Maintained by the Unit Owner, or by the
27 Association at the expense of the benefiting Unit(s), if located outside of the boundaries of the
28 Unit, are declared Limited Common Elements. Responsibility for Maintenance of Condominium
29 Property may not coincide with obligation for insurance of Condominium Property, nor its Repair
30 After Casualty, or damage from covered cause of loss under the Association's applicable insurance
31 policy, which are governed by Article 12 and Article 13, respectively.

32 **9.3 Lanais.** The Unit Owner who owns or has the right to the exclusive use of a lanai
33 is responsible for the Maintenance of: lanai floor coverings (the Board may prohibit certain types
34 of floor coverings, adopt specifications for permissible flooring on lanais, and require the removal
35 of existing coverings when necessary for the structural preservation of a Building); storm shutters

1 and other enclosures; fixed and/or sliding glass doors and affiliated framing and hardware thereof;
2 screens, screen frames and railings; the wiring, electrical outlet(s) and fixture(s) on or servicing
3 the lanai; ceiling fans; and the replacement of light bulbs. The Association is responsible for
4 structural Maintenance of lanai floors, ceilings, and the Building walls enclosed by the lanais. The
5 Owner is responsible for caulking when sliding glass doors are installed. Thereafter, exterior
6 caulking of the sliding glass doors, in connection with the Association's general exterior
7 waterproofing program, and when the sliding glass door is exposed to the elements, is the
8 responsibility of the Association. Unit Owners may not puncture (by nails, hooks, screws or
9 otherwise) lanai floors, walls, or ceilings, without obtaining the prior written approval of the
10 Board. Unit Owner are responsible, with Board approval, to paint the lanai walls and ceilings subject
11 to the conditions of uniformity of appearance (including, but not limited to, color and texture) as
12 determined by the Board, at his or her own expense. Hot tubs, spas, saunas, tanning beds, and similar
13 apparatus, whether or not affixed to the realty, are prohibited on lanais or within Units.

14 **9.4 Unit Floor Coverings.** All Units above the first floor shall always have the floors
15 covered with wall-to-wall carpeting, except in kitchens, bathrooms, lanais, foyers, and utility or
16 laundry rooms. However, hard floor surfaces (tile, marble, wood, etc.) may be installed in areas
17 other than kitchens, bathrooms, lanais, foyers, and utility or laundry rooms, upon prior written
18 approval of the Board, which shall condition its approval on the Unit Owner's proof of the
19 installation of appropriate sound-deadening material. Specifications for sound proofing of hard
20 flooring (wherever located) must be approved in writing by the Board or its representative prior to
21 installation, and then the installed sound proofing must be inspected and approved prior to
22 installation of the hard flooring. The Board has the authority to adopt specifications for minimum
23 sound proofing material that will be approved. Installed floor coverings shall, in all cases, and/or
24 in the absence of any specifications adopted by the Board, meet the standards of the Florida
25 Building Code and then-prevailing industry standards applicable to similar condominium
26 buildings in Collier County, Florida.

27 **9.5 Unit Owner Obligations in Connection with Maintenance, Repair, and**
28 **Replacement.** In connection with his or her Maintenance obligations, the Unit Owner has the
29 responsibility to obtain the prior written approval of the Association, through the Board, before
30 performing any Maintenance which requires: a building permit or similar permit approval; use of
31 a licensed contractor; or any work for which approval is required under Article 9.6. The
32 Association may condition such approval on criteria as the Board deems reasonable, including but
33 not limited to:

- 34
- Preservation of uniformity of appearance;
 - Use of contractor(s) that are properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to Persons or property not paid by the contractor's insurance. Unit Owners are responsible for the actions of their contractors and warrant to the Association, whether or not specifically made a condition of Association approval (or in cases where no Association approval is required) that all Persons coming
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1 onto the Wiggins Lakes Property to perform work on or services for the Unit hold all proper
2 licenses, have obtained all proper permits, and carry such insurance as may be required by
3 law or the Board;

- 4 • Right (but not duty) of oversight by the Association or its agent;
- 5 • The Unit Owner submitting plans as to the scope of the contemplated work;
- 6 • Restrictions as to hours and days of work;
- 7 • Imposition of time limits in which jobs must be completed and prohibitions against major
8 renovations during certain times of year.
- 9 • Restrictions regarding equipment that may be parked or stored on or near the Wiggins
10 Lakes Property during construction.
- 11 • Restrictions regarding the transport and storage of materials and supplies necessary for the
12 construction to be performed.

13 The Association may, but shall not be obligated to, act as the Owner's agent in obtaining the
14 services of contractors or others to perform Unit Owner Maintenance responsibilities in the event
15 of an emergency, or in non-emergency situations, provided that in non-emergency situations, the
16 Association and the Owner so agree, or absent such agreement when such work is deemed
17 necessary, as determined by the Board, to facilitate projects involving the Association's
18 Maintenance of the Condominium Property. In all such cases, the Unit Owner is deemed to consent
19 to reimbursement of expenses incurred, secured by such rights as exist for collecting Common
20 Expenses under these Condominium Documents through a Lien for Charges. Unit Owners shall at
21 all times be responsible to ensure, whether or not Association approval is required for work being
22 done within the Unit or elsewhere upon the Condominium Property, that all contractors and other
23 Persons performing services for the Unit Owner are properly licensed and insured, including
24 required Worker's Compensation insurance, and that the Condominium Property is kept free from
25 liens and cause no damage to the Condominium Property. The Board has the power (but not the
26 duty) to require proof of: licensure; building permits; and insurance, and may set standards for
27 insurance as to required coverage, deductibles, or other terms and conditions, and may require the
28 Association to be named as an additional insured under such policies. The Unit Owner shall hold
29 the Association harmless from any claim of any nature arising out of failure to comply with these
30 requirements.

31 **9.6 Modifications, Alterations, or Structural Work by Unit Owners.** No Owner
32 may make or permit the making of any modifications or alterations to any portion of his or her
33 Unit visible from the exterior of his or her Unit, or in any manner change the appearance of any
34 portion of the Common Elements, undertake any structural work, or undertake any structural
35 modification or alteration, without first obtaining the written consent of the Board, which consent
36 shall be denied if the Board determines that the proposed modifications or alterations would

1 adversely affect, or in any manner be detrimental to, the Condominiums in part or whole.
2 “Structural” work, modifications or alterations include, but are not limited to: relocation of existing
3 electrical, plumbing, ductwork, air conditioning or heating installations; relocation of existing
4 fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges;
5 the removal or modification of any partition, door, window or screen; raising ceilings; or relocating
6 kitchen or bathroom cabinetry. For purposes of this provision, the term “structural” work shall also
7 include the addition, removal, or relocation of any ductwork, plumbing line or fixture, any
8 electrical line or fixture, or the removal, modification or creation of any interior partition.
9 Replacement of cabinetry, appliances and fixtures, with substantially equivalent installations in
10 the same location, shall not be deemed “structural” and shall not require approval of the
11 Association, unless a building or other permit is required. Further, “structural” work, modifications
12 or alterations includes any and all work that requires a building permit, an electrical permit, a
13 plumbing permit, a mechanical permit, or similar permit from the appropriate governmental
14 agency, or for which a licensed contractor must be used, whether or not mentioned above.

15 The Board may, in circumstances it deems appropriate, and without limiting the right to ask for
16 plans or specifications and other relevant information, require sealed plans from an Architect or
17 Professional Engineer licensed to practice in Florida as a condition of reviewing any requested
18 modification, alteration or addition to the Condominium Property, which requires Board approval,
19 as set forth above. The Board may require, as a condition of review, the Unit Owner’s obligation
20 to pay the Association’s expenses of review, including, but not limited to, legal, engineering or
21 other consultant fees. The Board, in reaching its decision, may take into account uniformity of
22 appearance, compatibility with architecture in Wiggins Lakes Property, the quality of the proposed
23 alteration, objections of neighboring Residents, and such other criteria as the Board may
24 reasonably adopt in reaching its decision, without limitation. The Board may take into account
25 whether other Unit Owners would be able to make such alterations or modifications, and the effect
26 of the fact that similar requests may need to be approved by the Association. If the Board
27 determines to permit any modification or alteration which is visible from the exterior of the Unit,
28 from any vantage, said modification or alteration must also be approved by the Unit Owners in the
29 manner provided in Article 9.8 of this Declaration, regardless of the cost or expense of such
30 modification or alteration, provided that the Board may waive the requirement for Unit Owner
31 approval if similar modifications or alterations have been approved by the Association previously,
32 are *de minimus* or for safety (as determined in the sole discretion of the Board), or are specifically
33 authorized by the Condominium Documents. If any Unit Owner requests approval of any structural
34 work, modification or alteration, the Association may permit such work, modification or alteration
35 if same would not materially affect or interfere with the Utility Services constituting Common
36 Elements, if any, located therein, the structural integrity of a Building, or create a nuisance or
37 disturbance to neighboring Units. The Board may impose requirements on contractors and
38 condition approval on conditions set forth in Article 9.5 regarding Unit Owner Maintenance.

39 **9.7 Additional Unit Owner Responsibility for Modifications or Alterations.** If a
40 Unit Owner (or his or her predecessors in title) makes, or has made any modifications or alterations
41 to the interior or exterior of the Unit, Common Elements, or Limited Common Elements, the Unit

1 Owner (and his or her heirs, successors in title and assigns) shall be financially responsible for the
2 Maintenance, care, preservation, or reconstruction of the modification or alteration and shall
3 execute such documents as the Association may promulgate, if any, accepting said financial
4 responsibility. Insurance of modifications or alterations shall be the responsibility of the Unit
5 Owner, except as may otherwise be provided by this Declaration or the Act. Any modification or
6 alteration to the Condominium Property made by a Unit Owner may be required to be removed in
7 connection with the Association's Maintenance of the Condominium Property. In such cases, the
8 Unit Owner who installed the modification or alteration (and/or their successors in title) shall be
9 obligated to reimburse the Association for any costs affiliated with removal and/or reinstallation
10 of the item, with said obligation being secured by a right of Lien for Charges of equal dignity to
11 the Common Expense lien created by this Declaration, or alternatively, said Owner may be
12 required to remove and reinstall said modification or alteration, if so determined by the Board.
13 Further, the Association, its contractors and agents, shall not be liable for any damage to the item
14 arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful
15 misconduct of the Association or its contractor or agent, although the Association may provide for
16 stricter liability standards in contracts with contractors.

17 **9.8 Material Alterations or Substantial Additions by Association.** Except as may be
18 provided elsewhere in this Declaration to the contrary, there shall be no Material Alteration or
19 Substantial Addition to the Common Elements or Association Property, which is real property by
20 the Association, except as authorized by the Board. Provided, however, that if any such Material
21 Alteration or Substantial Addition to real property which is Association Property requires or
22 obligates the expenditure of Association funds of more than five percent (5%) of the Association's
23 total budget for the fiscal year in which the work is authorized, including reserves, the Board shall
24 obtain approval of at least two-thirds (2/3^{rds}) of the Voting Interests of the Association present (in
25 person or by proxy) and voting at a duly noticed meeting at which a quorum has been attained, or
26 by written agreement of at least two-thirds (2/3^{rds}) of the Voting Interests of the Association.
27 Material Alterations or Substantial Additions to the Common Elements of individual
28 Condominiums shall be authorized as follows: the Board of Directors may authorize any Material
29 Alteration or Substantial Addition which does not exceed five percent (5%) of the total budget for
30 the Condominium for which the Material Alteration or Substantial Addition is proposed. Any
31 Material Alteration or Substantial Addition to Common Elements of a Condominium exceeding
32 that amount shall be approved by at least two-thirds (2/3^{rds}) of the Voting Interests of the
33 Condominium present (in person or by proxy) and voting at a meeting of the Association at which
34 a Class Quorum has been obtained. Notwithstanding the foregoing, if any Material Alteration or
35 Substantial Addition to Common Elements of an individual Condominium (excepting those which
36 are less than five percent (5%) of the Budget and which may be authorized by the Board) are
37 visible from the exterior from the premises of any other Condominium, such Material Alterations
38 or Substantial Additions shall be approved by two-thirds (2/3^{rds}) of the Voting Interests of the
39 Association present (in person or by proxy) and voting at a meeting of the Association at which a
40 quorum has been attained, or by written agreement of two-thirds (2/3^{rds}) of the entire Voting
41 Interests of the Association, even in classes where the expenses of such Material Alteration or
42 Substantial Addition is allocated as a Common Expense of the Condominium. Necessary

1 maintenance of the Common Elements or Association Property, regardless of the level of
2 expenditure, is the responsibility of the Board. Cellular antennae and similar apparatus and
3 apparatus to provide Communications Services as provided in Article 1.12, may be placed on the
4 Condominium Property as authorized by the Board, subject to approval of any other entity that
5 may be required.

6 **9.9 Damage Caused by Conditions of the Condominium Property.** Each Unit
7 Owner is liable to the Association and/or other Unit Owners for the expenses of any Maintenance
8 of the Condominium Property, made necessary by his or her act, omission, negligence, violation
9 of the Condominium Documents or applicable law, or same by any member of his or her Family
10 or his, her, or their Occupants, Residents, Guests, Tenants or Invitees. If any condition, defect or
11 malfunction existing within a Unit or Common Elements which the Unit Owner is obligated to
12 insure or Maintain is caused by the Owner's (or his or her Family member's, Occupant's,
13 Resident's, Guest's, Tenant's or Invitee's) act, omission, negligence, or failure to comply with the
14 Condominium Documents or applicable law, causes damage to the Common Elements,
15 Association Property, or to other Units, the Owner of the offending Unit shall be liable to the
16 Person or entity responsible for repairing the damaged areas for all costs of repair or replacement
17 not paid by insurance (including the deductible) and without waiver of any insurer's subrogation
18 rights, and without impairing any coverage obligation which may exist as a matter of law or
19 contract, provided that such responsibility shall be conditioned on the Unit(s) which is/are seeking
20 to impose such liability being adequately insured based on local standards and conditions. Further,
21 any claim of a Unit Owner against the Association or another Unit Owner relative to damage to
22 the Condominium Property, to the extent the Association or other Unit Owner might otherwise be
23 liable pursuant to the Condominium Documents or applicable law, shall be predicated upon the
24 Unit Owner making the claim being adequately insured based on local standards and conditions,
25 whether or not individual Unit Owner insurance is mandated by the Act. Should any Unit Owner fail
26 to maintain such insurance, any claim will be reduced to the extent such Unit Owner's insurance,
27 if obtained pursuant to the above-described standards, would have provided coverage or
28 compensation for the loss and without waiving any other remedy of the Association regarding Unit
29 Owner insurance requirements. The requirement that the individual Unit Owner obtain insurance
30 as a limitation on making third party claims shall not be construed to confer any additional liability
31 or responsibility on the Association or other Unit Owners (without limitation, the Association shall
32 not be obligated to obtain proof of Unit Owner insurance), but is intended to require Unit Owners
33 and the Association to respectively insure risks that are customarily experienced in condominiums
34 located in Florida's coastal communities, condominiums in general, including, but not limited to,
35 damages occasioned by windstorms, hurricanes, tornadoes, floods, rainstorms, bursting pipes,
36 water seepage and leakage, and mold and mildew, regardless of whether such insurance is legally
37 required.

38 Unit Owners are responsible for the regular inspection of their Units, maintaining appropriate
39 temperature and humidity control to prevent mold, and to promptly report to the Association any
40 damage to the Condominium Property that is visible from within the Unit or its appurtenant

1 Limited Common Elements, or any other conditions which are relevant to the Association's
2 performance of any Maintenance responsibilities required by the Condominium Documents.

3 In the event any event, condition, or malfunction poses an immediate threat to safety or where
4 damage to a Building must be stopped or mitigated on an emergency basis, the Association may,
5 but is not obligated to, enter Unit(s) without prior notice to the Owner(s) and take reasonable action
6 to mitigate or prevent further damage. Without limitation the Association may take action to stop
7 water discharges and initiate "dry-out" procedures, as agent for the Unit Owner, and at the Unit
8 Owner's expense when portions of the Condominium Property which are the Maintenance
9 responsibility of the Unit Owner are involved, secured by a Lien for Charges.

10 The Association may, but is not obligated to, repair damage without the prior consent of the Owner
11 in the event of an emergency, and the Owner is responsible for reimbursement of the Association,
12 with the cost being secured by a Lien for Charges.

13 Unit Owners are required to shut off the main water supply line to the Unit and any other lines that
14 the Board may specify when the Unit will be unoccupied for more than five (5) consecutive days,
15 and failure to do so will create a presumption of negligence.

16 Unit Owners are also required to ensure that electricity, and if separately metered, water and sewer,
17 are always available to service the Unit. If the Unit Owner fails to maintain Utility Services to the
18 Unit, the Association has, without waiver of other remedies, the right to enter the Owner's Unit
19 and Limited Common Elements and take any and all lawful actions to make the Utility Services
20 available to service the Unit; in which event, the Unit Owner is charged for such activities
21 (including attorneys' fees incurred by the Association) by the Association which shall be secured
22 by a Lien for Charges.

23 **9.10 Combination of Units.** Units may not be combined into a single living space, nor
24 may the area of one (1) Unit be used as living or use space of another Unit.

25 **9.11 Hurricane Protection.** The Board shall adopt hurricane shutter specifications for
26 the Condominiums, which includes color, style, and other factors deemed relevant by the Board.
27 All specifications adopted by the Board shall comply with the applicable building code.

28 Unit Owners are responsible for the installation, operation, and Maintenance of hurricane
29 protection on windows, doors (including sliding glass doors), and all exterior openings or apertures
30 servicing the Unit. Notwithstanding any provision in this Declaration to the contrary, the Board
31 may, subject to the provisions of the Act, and with the approval of Voting Interests as may be
32 required by that statute, install and operate hurricane shutters and/or other forms of code compliant
33 hurricane protection (including, but not limited to, code compliant impact glass, windows, and/or
34 doors), except that a vote of the Owners is not required for such installations on or to building
35 components where the Maintenance of such component is the responsibility of the Association
36 pursuant to this Declaration, and hurricane protection of such components is the responsibility of
37 the Association. The authority conferred by this Article shall apply whether or not such

1 installations constitute a Material Alteration or Substantial Addition to the Common Elements.
2 Costs of installation shall be assessed or charged, and credits given, as provided in the Act.

3 **9.12 Electric Vehicle Charging and Natural Gas Fuel Stations.** The Board, without
4 a vote of the Unit Owners and without regard to Article 9.8 of this Declaration, may install a
5 common charging or natural gas fuel stations and may set the terms and conditions of its use,
6 including use fees. Individual charging or natural gas fuel stations installed by Unit Owners shall
7 be administered as provided in the Act and subject to Rules of the Board.

8 **9.12.1 Electric Car Charging Stations: Installation, Maintenance and Use.** The
9 installation, maintenance, and use of electric car charging stations by Unit Owners at Wiggins
10 Lakes Property shall be subject to the following:

11 No electric car charging station or similar apparatus (“charging stations”), or any component
12 thereof, may be placed, installed, constructed, or used by a Unit Owner, unless adjacent to the Unit
13 Owner’s assigned parking space, and after having received the prior written approval of the Board.
14 Charging stations may not be installed in any other area of the Condominiums, except by the
15 Association.

16 The Unit Owner installing charging stations must engage a licensed contractor for equipment
17 installation and is responsible for associated legal fees as well as the cost of installation,
18 maintenance, repair, removal, and replacement of the equipment.

19 The Unit Owner and each successive Unit Owner shall, for as long as they are an Owner, be
20 responsible for the following:

21 **9.12.1.1** The cost of electricity associated with the charging station,
22 installation, maintenance, removal, repair, and replacement of any sub-meters necessary to
23 measure the electricity use associated with the car charging station, which shall be subject to
24 written allocation agreement between the Unit Owner and the Association.

25 **9.12.1.2** All costs for damage to any persons or property, real or
26 personal, resulting from the installation, maintenance, repair, removal, operation, or replacement
27 of the charging station.

28 If a Unit Owner obtains the approval to install an electrical car charging station, the Unit Owner
29 and all successors in title shall indemnify the Association, its Members, Officers, Directors, agents,
30 representatives and employees, and save and hold them harmless, and defend them at Owner’s
31 sole expense, from any liability or claims, demands, damages, costs or judgments that the
32 Association, its Members, Officers, Directors, agents, representatives, and employees may suffer
33 arising out of or related to the installation, maintenance, operation, use, or removal of the charging
34 station. A Covenant Running with the Land shall be executed and recorded as proof of such
35 undertaking if required by the Association.

1 **10. ASSESSMENTS AND CHARGES.** Assessments against Owners shall be made by the
2 Board, in the manner provided in the Bylaws and as follows, and shall be borne by the Unit Owners
3 on the basis set forth in Article 6 and elsewhere in these Condominium Documents. The
4 Association has the power to levy and collect Assessments against each Unit and Unit Owner in
5 order to provide the necessary funds for proper operation and management of the Condominiums
6 and for the operation of the Association. This power includes both “regular” Assessments for each
7 Unit’s share of the Common Expenses or individual Limited Common Expenses (which shall be
8 based upon actual costs to be incurred and not allocated in the manner in which Common Expenses
9 are incurred) as set forth in the annual budget, and “special” Assessments for unusual, nonrecurring
10 or unbudgeted Common Expenses or Limited Common Expenses.

11 **10.1 Liability for Assessments and Charges.** A Unit Owner is liable for all
12 Assessments and Charges coming due while he or she is the Unit Owner. Except as provided in
13 Article 10.5, any Person or entity which acquires title to a Unit is jointly and severally liable with
14 their predecessor in title for all unpaid Assessments and Charges against the predecessor for his or
15 her share of the Charges and Assessments, including interest, late fees, attorneys’ fees and other
16 costs and expenses of collection incurred by the Association up to the time of the transfer, without
17 prejudice to any right the transferee may have to recover from the transferor the amounts paid by
18 the transferee. The liability for Assessments or Charges may not be avoided by waiver of the use
19 or enjoyment of any Common Elements or by the abandonment of the Unit for which the
20 Assessments or Charges are made.

21 **10.2 Default in Payment of Assessments for Common Expenses or Charges.**
22 Assessments and installments thereof not paid within ten (10) days from the date when they are
23 due shall incur a late fee and bear interest from the date first due until paid, in an amount as
24 determined by the Board which, unless otherwise specified, shall be the maximum allowed by law.
25 For so long as provided by law, the Association must send a notice of late Assessment, in
26 accordance with the Act, to the delinquent Unit Owner prior to any attorneys’ fees being incurred
27 in collection of the Assessment in accordance with the Act.

28 The Association has a continuing lien on each Condominium Parcel for any unpaid Assessments
29 (including Special Assessments) and Charges on such parcel, with interest, late fees and for
30 reasonable attorneys’ fees, as well as costs and expenses of collection incurred by the Association
31 incident to the collection of the Assessment or enforcement of the lien, including, but not limited
32 to, fees, costs, or expenses incurred in an appeal, in a bankruptcy, in litigating the amount of fees
33 after entitlement thereto has already been determined, and/or in litigating the entitlement to fees.
34 Except as otherwise provided in the Act, no lien may be filed by the Association against a Unit
35 until forty-five (45) days after the date on which a notice of intent to file a lien has been delivered
36 to the Owner, pursuant to the Act. The notice of intent to file a lien includes only those amounts
37 that came due as of the date of said notice. The recorded lien includes the amounts identified in
38 the notice of intent to file a lien along with any additional Assessments (including Special
39 Assessments) or Charges that may have come due since delivery of said notice of intent to file a
40 lien without having to file a separate lien or send a subsequent notice of intent to file a lien.

1 **10.3 Notice of Intention to Foreclose Lien.** So long as required by law, no foreclosure
2 judgment may be entered until at least forty-five (45) days after the Association gives written
3 notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments or
4 Charges. If this notice is not given at least forty-five (45) days before the foreclosure action is
5 filed, and if the unpaid Assessments or Charges, including those which have been accelerated (if
6 applicable) and those coming due after the claim of lien is recorded, are paid before the entry of a
7 final judgment or foreclosure, the Association shall not recover attorneys' fees or costs. The notice
8 must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt
9 requested, addressed to the Unit Owner at his or her last known address; and, upon such mailing,
10 the notice shall be deemed to have been given. If after diligent search and inquiry the Association
11 cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice,
12 the court may proceed with the foreclosure action and may award attorneys' fees and costs as
13 permitted by law. The notice requirements of this provision are satisfied if the Unit Owner records
14 a Notice of Contest of Lien as provided in the Act. The notice requirements do not apply if an
15 action to foreclose a mortgage on the Unit is pending before any court; if the rights of the
16 Association would be affected by such foreclosure; and if actual, constructive, or substitute service
17 of process has been made on the Unit Owner.

18 **10.4 Attachment of Rental Income when Unit is Delinquent.** Notwithstanding any
19 other remedy available to the Association under this Declaration, the Bylaws, or applicable law,
20 the Association has the following options when payment of Assessments or Charges are in default
21 (more than ten days in arrears). The Association may, without order of the Court, direct rental
22 income (by written notice to the Tenant with copy to the Unit Owner) from Units in default to be
23 paid directly to the Association until all outstanding Assessments, Charges, other monetary
24 obligations, interest, late fees, costs, collection expenses, attorneys' fees and receiver's fees, if
25 applicable, are paid in full. As an alternative, the Association may apply to a Court of competent
26 jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental
27 proceeds paid on account of a Unit in default paid directly to the Association, the court registry,
28 or a receiver, as the Court may direct. The Association may choose any of these courses of action,
29 or other remedies as may be prescribed by law or elsewhere in the Condominium Documents, as
30 the Board deems appropriate, without same constituting a waiver or election of remedies.

31 **10.5 First Mortgagee.** The priority of the Association's lien and the obligation for
32 payment of past due Assessments or other sums due in relation to first mortgagees who obtain title
33 as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Act.

34 **10.6 Certificate of Unpaid Assessments or Charges.** Any Unit Owner has the right to
35 require from the Association a certificate showing the amount of unpaid Assessments or Charges
36 against him or her with respect to his or her Unit. The Association, its agents, and counsel are
37 permitted to charge a fee for preparing such information, in amounts established by the Board, or
38 in a management agreement between the Association and a Community Association Management
39 Firm, or based on reasonable and customary fees charged by legal counsel.

1 **10.7 Lien for Charges.** Except as prohibited by law, there is created by this Declaration
2 a common law and contractual lien to secure payment for any service which the Association
3 provides for an individual Unit Owner or expenses which the Association incurs in regard to a
4 Unit Owner and which are not otherwise secured by the statutory lien for Common Expenses. By
5 way of example, but not limitation, a Lien for Charges exists to secure repayment to the
6 Association when it must remove or reinstall Unit Owner alterations or items of Unit Owner
7 insurance, or Maintenance responsibility in connection with the Association's discharge of its
8 Common Element Maintenance responsibilities, or address emergency situations, such as water
9 extraction from a Unit. The Lien for Charges shall be of equal priority to, shall accrue interest and
10 late fees, and shall be foreclosed in the same manner as the Common Expense lien, including the
11 right to recover attorneys' fees, costs and expenses of collection.

12 **10.8 Liens and Encumbrances against Units.** The Association has the right to satisfy
13 any delinquent lien or other security interest against a Unit, including without limitation unpaid ad
14 valorem taxes. The Association has no obligation to satisfy such liens nor ascertain their existence.
15 Prior to paying off a lien against a Unit, the Association shall give the Unit Owner reasonable
16 notice and opportunity to remove the lien. Any such payments made by the Association will be
17 secured by a Lien for Charges.

18 **10.9 Other Remedies.** The Board has the authority to impose such other remedies or
19 sanctions permitted by the Act pertaining to non-payment of monetary obligations to the
20 Association. Without limitation, same include suspension of use rights in Common Elements and
21 Association Property; suspension of voting rights; suspension of the right to serve on the Board;
22 the attachment of rental income; denial of lease approval requests; and acceleration.

23 **11. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUMS.** The
24 administration and management of the Condominiums shall be by the Association, which has by and
25 through its Officers and Directors, such powers, authority and responsibilities as are vested in the
26 Officers and Directors of a corporation not-for-profit under the laws of the State of Florida, including,
27 but not limited to, those set forth more specifically elsewhere in the Condominium Documents. The
28 Association has the authority to enter into management and other agreements concerning the matters
29 of common interest through its Officers. The management of the Association and election of the
30 Members to the Board is stated in the Bylaws. Without limiting the foregoing, the Association has
31 the following rights and powers:

32 **11.1 Unit and Limited Common Element Access.** The irrevocable right of access to
33 each Unit and its appurtenant Limited Common Elements during reasonable hours as may be
34 necessary for the Maintenance of any Common Elements or of any portion of a Unit to be
35 maintained by the Association pursuant to this Declaration, or as necessary to prevent damage to
36 the Common Elements and/or Association Property or to any Unit or Units, or to determine
37 compliance with the terms and provisions of this Declaration, the exhibits annexed hereto, and the
38 Rules and Regulations adopted pursuant to such documents, as the same may be amended from
39 time to time. A pass key or code must be provided by the Unit Owner to the Association for each
40 Unit entry door and any private access areas, and as may be applicable air conditioning or utility

1 room or closet, storage unit, and any secured parking area. The Association may utilize a master
2 key/entry system. In the event that Unit Owner fails to provide a key or other applicable means of
3 access, the Association shall be entitled (but is not obligated) to use all reasonable and necessary
4 efforts to access the Unit or Limited Common Element, including, but not limited to, the hiring of
5 a locksmith or the engagement of local fire and rescue authority; in which case, the Association
6 shall also have the right to charge to the Unit Owner all costs and expenses associated with the
7 Association's attempt to gain access to the Unit, secured by a Lien for Charges. Nothing contained
8 in this section shall in any way obligate the Association to act or impose any additional liability or
9 responsibility on the Association with regard to the access of the Unit or Limited Common
10 Elements. When a Unit Owner must Maintain portions of the Wiggins Lakes Property, and that
11 activity requires access to another Unit, the Unit Owner has reasonable right of access which shall
12 be administered through the Association. The Unit Owner upon whose behalf access has been
13 obtained is obligated for the expense of repairing any damage to the Wiggins Lakes Property, or
14 other property of the Unit Owner or in the Unit accessed.

15 **11.2 Assessments and Charges.** The power to make and collect regular Assessments,
16 Special Assessments, and other Charges against Unit Owners.

17 **11.3 Delegation.** The power to enter into contracts with others, for valuable
18 consideration, for maintenance and management of the Wiggins Lakes Property and in connection
19 therewith, or its Officers, Committees, Management, or other agents, to delegate the powers and
20 rights herein contained, including, without limitation, the making and collecting of Assessments
21 and other Charges against Unit Owners, and perfecting liens for non-payment thereof.

22 **11.4 Regulations.** The power to adopt and amend Rules and Regulations regarding the
23 operation of the Association and use, appearance, maintenance, transfer, and administration of the
24 Wiggins Lakes Property.

25 **11.5 Acquisition or Transfer of Real or Personal Property; Leasing Common
26 Elements and Association Property.** The power to acquire real property and transfer real
27 property owned by the Association or otherwise convey and mortgage real property with the same
28 approval of Unit Owners as needed to amend the Declaration. No Unit Owner approval is required
29 to acquire, purchase, or mortgage a Unit in connection with foreclosure of a lien or deed in lieu of
30 foreclosure, nor to dispose of such Unit. No Unit Owner approval is required to acquire and
31 mortgage a Unit in connection with the Association's right of first refusal set forth in Article 17,
32 nor to dispose of such Unit. No Unit Owner approval is required for the acquisition or disposition
33 of real property necessary, as determined by the Board, to address legal description or survey
34 errors, or boundary or ownership disputes or uncertainties. Leasing of Units, Common Elements
35 or Association Property may be approved by the Board, as well as the lease fees, use fees, and
36 other fees permitted by the Act or the Condominium Documents. The Board has the authority to
37 acquire personal property and to dispose of same, without need for membership approval.

38 **11.6 Membership Agreements.** The power to enter into agreements to acquire
39 leaseholds, memberships, and other possessory or use interests in lands or facilities such as country

1 clubs, golf courses, marinas, and other recreational facilities with the same approval of Unit
2 Owners as needed to amend the Declaration.

3 **11.7 Fees for Use of Common Elements; Other Fees and Deposits.** The power to set
4 fees, pursuant to the Act. The Board has the authority to set use fees for use of Common Elements
5 or Association Property, as well as the regulations and policies pertaining to such use. The Board
6 may, on a reasonable basis, permit use of the Common Elements or Association Property for
7 private functions. The Board may also establish other fees and deposits determined necessary by
8 the Board. Without limitation, same includes clubhouse/meeting room deposits, use fees and/or
9 clean-up fees; fees for the issuance of parking passes or decals; fees for architectural/engineer
10 review of renovation/alteration plans; contractor damage deposits; pet deposits; key/access card
11 deposits; and internet service, facsimile service and other services using Association equipment.
12 Nothing in this Declaration shall be construed as obligating the Association to provide any of the
13 aforementioned services.

14 **11.8 Lease of Association Property or Common Elements.** The power to lease
15 Association Property or Common Elements, as authorized by the Board, including, but not limited
16 to, the lease of Building roof areas and other Common Elements for antennas or other
17 telecommunications and similar equipment.

18 **11.9 Limitation upon Liability of Association.** Notwithstanding the duty to maintain,
19 repair, replace, insure or reconstruct parts of the Condominium Property or Association Property,
20 the Association is not liable to Unit Owners or any other Person for injury or damages of any
21 nature, other than for the cost of maintenance and repair of items for which the Association is
22 otherwise responsible, caused by the acts or omissions of any third party, caused by progressive,
23 latent or unknown condition of the Condominium Property or Association Property, nor for any
24 claims for damages or expenses affiliated with the maintenance and repair of the Condominium
25 Property or Association Property, except incidental damage to Owner property as provided in
26 Article 9.1.4. The Association has no liability in any case for loss of use or inability to inhabit the
27 Condominium Property during work performed by, or at the direction of the Association, when
28 the Board reasonably believes the property cannot be safely occupied or occupied in a manner that
29 would unreasonably impede the work during said period(s) of time. Without limiting the intended
30 generality of the foregoing, the Association has no liability for loss of use, loss of rental income,
31 alternative housing or subsistence expenses, or loss of value.

32 **NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION OR IN**
33 **THE CONDOMINIUM DOCUMENTS OR ANY OTHER DOCUMENT GOVERNING OR**
34 **BINDING THE ASSOCIATION, THE ASSOCIATION SHALL NOT BE LIABLE OR**
35 **RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF,**
36 **THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF**
37 **ANY PORTION OF THE WIGGINS LAKES PROPERTY, INCLUDING, WITHOUT**
38 **LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, TENANTS, INVITEES**
39 **OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE**
40 **GENERALITY OF THE FOREGOING:**

Proposed Combined Amended and Restated Declaration of Condominium
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1 **11.9.1 IT IS THE EXPRESS INTENT OF THE CONDOMINIUM**
2 **DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE**
3 **ENFORCEABLE BY THE ASSOCIATION, AND WHICH GOVERN OR REGULATE**
4 **THE USE OF THE CONDOMINIUM PROPERTY, HAVE BEEN WRITTEN, AND ARE**
5 **TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF**
6 **ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM**
7 **PROPERTY AND/OR THE ASSOCIATION PROPERTY AND THE VALUE THEREOF;**
8 **AND**

9 **11.9.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN**
10 **CREATED, TO ACT AS AN ENTITY WHICH ENFORCES THE LAWS OF THE**
11 **UNITED STATES, STATE OF FLORIDA, COLLIER COUNTY, AND/OR ANY OTHER**
12 **JURISDICTION OR FOR THE PREVENTION OF TORTIOUS OR CRIMINAL**
13 **ACTIVITIES; AND**

14 **11.9.3 ANY PROVISIONS OF THE CONDOMINIUM DOCUMENTS**
15 **SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH,**
16 **SAFETY AND OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS**
17 **LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A**
18 **DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY**
19 **OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN**
20 **TO BE USED FOR ANY SUCH REASON.**

21 **EACH UNIT OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR**
22 **LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE WIGGINS LAKES**
23 **PROPERTY SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO**
24 **HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS**
25 **AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR**
26 **CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE**
27 **ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.**

28 **AS USED IN THIS ARTICLE, “ASSOCIATION” INCLUDES WITHIN ITS MEANING**
29 **ALL OF THE ASSOCIATION’S DIRECTORS, OFFICERS, COMMITTEE MEMBERS**
30 **AND OTHER PERSONS THE ASSOCIATION MAY BE REQUIRED TO INDEMNIFY,**
31 **TO THE EXTENT AND LIMIT OF SUCH INDEMNITY, AND WITHOUT WAIVING,**
32 **REDUCING OR OTHERWISE MODIFYING COVERAGE OBLIGATIONS OR**
33 **SUBROGATION RIGHTS OF ANY INSURER.**

34 **11.10 Disclaimer, Waiver, and Release of Claims Regarding Mold and Mildew.** Each
35 Unit Owner acknowledges that the Condominiums are located in a hot, humid climate, which is
36 conducive to the growth of mold and/or mildew. The Board has the authority to adopt reasonable
37 Rules and Regulations regarding maximum or minimum temperatures for Units and/or require that
38 the air conditioning to the Units be set within certain temperature and/or humidity ranges and may

1 require Owners to take such further actions as the Board deems advisable to control humidity and
2 mold and/or mildew growth.

3 The Association is not responsible for the prevention of mold and/or mildew or any damages
4 including, but not limited to, any special or consequential damages, property damages, personal
5 injury, loss of income, emotional distress, death, loss of use, diminution or loss of value of the
6 Unit, economic damages, and adverse health effects relating to, arising from or caused by mold
7 and/or mildew accumulation regardless of the cause of said mold/or mildew. Prevention and
8 remediation of mold within the boundaries of a Unit, or on Common Elements when due to interior
9 Unit conditions or events, is a Unit Owner responsibility.

10 **EACH UNIT OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR**
11 **LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM**
12 **PROPERTY SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO**
13 **HAVE AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS,**
14 **DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES LOSSES AND**
15 **EXPENSES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR**
16 **UNFORESEEN, THAT SUCH PERSON HAS, OR MAY HAVE IN THE FUTURE, IN**
17 **LAW OR IN EQUITY AGAINST THE ASSOCIATION, ITS OFFICERS, DIRECTORS,**
18 **AND COMMITTEE MEMBERS, OR ANY PERSON OR ENTITY THE ASSOCIATION**
19 **IS OBLIGATED TO INDEMNIFY (AND WITHOUT WAIVING, REDUCING OR**
20 **OTHERWISE MODIFYING COVERAGE OBLIGATIONS OR SUBROGATION**
21 **RIGHTS OF ANY INSURER), ARISING OUT OF, RELATING TO, OR IN ANY WAY**
22 **CONNECTED WITH INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH,**
23 **RELEASE, DISCHARGE, DISPERSAL OR PRESENCE OF MOLD AND/OR MILDEW**
24 **OR ANY CHEMICAL OR TOXIN SECRETED THEREFROM.**

25 **11.11 Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has
26 accumulated in a Building and Units in sufficient quantities, may present health risks to Persons
27 who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been
28 found in buildings in Florida. Additional information regarding radon and radon testing may be
29 obtained from your county public health department. The foregoing notice is provided for
30 informational purposes only. The Association does not conduct radon testing with respect to the
31 Condominiums and specifically disclaims any and all representations or warranties as to the
32 absence of radon gas or radon producing conditions in connection with the Condominiums. The
33 Association is not responsible for mitigating the existence of radon inside of Units and may
34 establish such conditions as the Board deems appropriate if the Association approves an Owner
35 request to install mitigation equipment.

36 **EACH UNIT OWNER (BY VIRTUE OF HIS OR HER ACCEPTANCE OF TITLE TO HIS**
37 **OR HER UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN**
38 **UPON/OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM**
39 **PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR MAKING SUCH**
40 **USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE**

1 AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS,
2 DAMAGES, CAUSES OF ACTION, LIABILITIES, LOSSES AND EXPENSES,
3 WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR
4 UNFORESEEN, THAT PURCHASER HAS, OR MAY HAVE IN THE FUTURE, IN LAW
5 OR IN EQUITY ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED
6 WITH INDOOR AIR QUALITY, RADON GAS, OR THE RELEASE, DISCHARGE,
7 DISPERSAL OR PRESENCE OF RADON GAS. THE PROVISIONS OF THIS ARTICLE
8 SHALL ALSO INURE TO THE BENEFIT OF THE ASSOCIATION, ITS OFFICERS,
9 DIRECTORS, MEMBERS, AND AGENTS WHICH SHALL BE FULLY PROTECTED
10 HEREBY.

11 **11.12 Atmospheric Conditions, Pollution, Contaminants, Communicable Diseases,**
12 **Viruses, and Public Health.** Notwithstanding the duty to maintain, repair, replace, insure, or
13 reconstruct parts of the Condominium Property or Association Property, the Association is not
14 liable to Unit Owners or any other Person for injury or damages of any nature caused by
15 atmospheric or natural conditions, including but not limited to red tide, pollution, algae, natural
16 debris, viruses, airborne or other communicable diseases, or acts of God, which shall collectively
17 be referred to herein as “public health” for simplicity. Without limiting the intended generality of
18 the forgoing, the Association has no liability for loss of use, loss of rental income, alternative
19 housing or subsistence expenses, loss of value, personal or property injury, or death arising from
20 public health matters.

21 **NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION OR IN**
22 **THE CONDOMINIUM DOCUMENTS OR ANY OTHER DOCUMENT GOVERNING OR**
23 **BINDING THE ASSOCIATION, THE ASSOCIATION SHALL NOT BE LIABLE OR**
24 **RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF,**
25 **THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF**
26 **ANY PORTION OF THE WIGGINS LAKES PROPERTY, INCLUDING, WITHOUT**
27 **LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, TENANTS, INVITEES**
28 **OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE**
29 **GENERALITY OF THE FOREGOING:**

30 **11.12.1 IT IS THE EXPRESS INTENT OF THE CONDOMINIUM**
31 **DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE**
32 **ENFORCEABLE BY THE ASSOCIATION, AND WHICH GOVERN OR REGULATE**
33 **THE USE OF THE CONDOMINIUM PROPERTY, HAVE BEEN WRITTEN, AND ARE**
34 **TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF**
35 **ENHANCING AND MAINTAINING THE ENJOYMENT OF THE WIGGINS LAKES**
36 **PROPERTY AND THE VALUE THEREOF; AND**

37 **11.12.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT**
38 **BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES THE LAWS,**
39 **POLICIES OR RECOMMENDATIONS OF THE UNITED STATES, STATE OF**
40 **FLORIDA, COLLIER COUNTY, AND/OR ANY OTHER JURISDICTION REGARDING**

1 MATTERS OF PUBLIC HEALTH OR FOR THE PREVENTION OF INJURIES OR
2 DAMAGES TO PERSONS OR PROPERTY ARISING THEREFROM; AND

3 11.12.3 ANY PROVISIONS OF THE CONDOMINIUM DOCUMENTS
4 SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH,
5 SAFETY AND OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS
6 LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A
7 DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY
8 OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN
9 TO BE USED FOR ANY SUCH REASON.

10 EACH UNIT OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR
11 LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE WIGGINS LAKES
12 PROPERTY SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO
13 HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS
14 AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR
15 CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE
16 ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

17 AS USED IN THIS ARTICLE, "ASSOCIATION" INCLUDES WITHIN ITS MEANING
18 ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS
19 AND OTHER PERSONS THE ASSOCIATION MAY BE REQUIRED TO INDEMNIFY,
20 TO THE EXTENT AND LIMIT OF SUCH INDEMNITY, AND WITHOUT WAIVING,
21 REDUCING OR OTHERWISE MODIFYING COVERAGE OBLIGATIONS OR
22 SUBROGATION RIGHTS OF ANY INSURER.

23 NOTHING HEREIN SHALL PREVENT OR LIMIT THE ASSOCIATION FROM
24 EXERCISING THE POWERS SET FORTH IN THE CONDOMINIUM DOCUMENTS OR
25 APPLICABLE LAW, INCLUDING THE EXERCISE OF EMERGENCY POWERS AS
26 WELL AS THE GENERAL ADMINISTRATION OF THE WIGGINS LAKES
27 PROPERTY AND THE AFFAIRS OF THE ASSOCIATION. HOWEVER, THE
28 EXERCISE OF SUCH POWERS SHALL NOT BE DEEMED TO WAIVE, ABANDON OR
29 LESSEN THE PROVISIONS OF THIS ARTICLE, WHICH HAVE BEEN APPROVED BY
30 THE OWNERS FOR THE COLLECTIVE PROTECTION OF THE ASSOCIATION.

31 11.13 Restraint upon Assignment of Shares in Assets. The share of a Unit Owner in
32 the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any
33 manner except as an appurtenance to his or her Unit.

34 12. INSURANCE. The insurance which shall be carried upon the Wiggins Lakes Property,
35 including the Units, Common Elements, and Association Property, shall be as follows:

1 **12.1 Authority to Purchase Insurance.** All insurance policies shall be purchased by
2 the Association for the benefit of the Association and the Unit Owners and their mortgagees as
3 their respective interests may appear.

4 **12.2 Coverage.** All provisions pertaining to insurance coverage shall be construed in
5 accordance with the Act, and insurance policies purchased by the Association is intended to
6 comply with all coverage requirements of the Act.

7 **12.2.1 Property Insurance.** Except as otherwise provided in this Declaration, the
8 Association shall use its best efforts to obtain and maintain fire, wind, and other property coverage
9 deemed advisable by the Board with an insurance company authorized to do business in Florida,
10 upon the Insurable Improvements of each Condominium for the replacement value thereof,
11 including coverage for changes in building codes, unless the Board determines that such coverage
12 for changes in building codes is not reasonably available or commercially practicable. Insurance
13 policies may include a commercially reasonable deductible as determined by the Board. The Board
14 may exclude landscaping and exterior improvements not customarily insured by condominium
15 associations in the locality, and other customary exclusions such as foundation and excavation
16 costs, in its discretion. The Association shall determine the replacement value of the Insurable
17 Improvements through independent appraisal, at least every thirty-six (36) months, so long as
18 required by the Act. The Board shall establish deductibles, at a duly noticed meeting of the Board,
19 and shall give notice of such meeting, and determine the deductibles, as required by the Act, so
20 long as required by the Act. Notwithstanding the foregoing requirement, the Association, through
21 its Board, will have fulfilled its duty to use best efforts to obtain insurance coverage if it obtains
22 and maintains such insurance coverage as may be reasonably available from time to time given
23 market and economic conditions. Unless otherwise required by law, and subject to Article 1.27,
24 the Unit Owners are responsible to insure all alterations, modifications or additions made to the
25 Unit, Limited Common Elements, or Common Elements by said Unit Owner, or his or her
26 predecessor in interest or title, except insurance of elements previously insured by the Association
27 which have been replaced with code compliant elements, which shall be considered Insurable
28 Improvements, except as may otherwise be provided by law.

29 **12.2.2 Flood.** The Association shall use its best efforts to obtain and maintain
30 adequate flood insurance, for replacement value, less a commercially reasonable deductible as
31 determined by the Board, and less foundation and excavation costs if determined by the Board.
32 The Association will have discharged its responsibility to use its “best efforts” to obtain “adequate”
33 flood insurance if it is able to purchase flood insurance up to the limits available through the
34 National Flood Insurance Program (NFIP), or through any similar federally-sponsored or related
35 program, or through private carriers with similar coverage, for premium rates that are generally
36 commensurate with flood insurance premium rates for condominiums in the local area.

37 **12.2.3 Liability Insurance.** The Association shall obtain and maintain public
38 liability insurance covering all of the Common Elements and Association Property in such amount
39 as the Board may deem appropriate. The Board has the authority to compromise and settle all
40 claims against the Association or upon insurance policies held by the Association. The Unit

1 Owners shall have no personal liability upon such claims, except as may be otherwise provided by
2 law.

3 **12.2.4 Fidelity Bond.** The Association shall obtain and maintain insurance or
4 fidelity bonding of all Persons and in such amounts as required by the Act.

5 **12.2.5 Worker's Compensation.** Such worker's compensation coverage as may
6 be required by law or deemed advisable by the Board.

7 **12.2.6 Other Insurance.** Such other insurance as the Board may from time to time
8 deem to be necessary, including, but not limited to, Errors and Omissions Officers and Directors
9 Liability insurance coverage and insurance for the benefit of its employees.

10 **12.3 Insurance Shares or Proceeds.** Insurance proceeds of policies purchased by the
11 Association covering property losses shall be paid to the Association, and all policies and
12 endorsements thereon shall be deposited with the Association.

13 **12.3.1 Flood Insurance Proceeds.** In situations where the Association receives
14 flood insurance proceeds for Owner Insurance Elements the Board may allocate such proceeds as
15 it deems appropriate amongst damage to multiple Units and the Common Elements. The
16 Association may disburse funds directly to the Owners and may require such assurances as the
17 Board determines reasonable, including, but not limited to, the requirement of the signing of a
18 release, and/or an undertaking to perform the work, and/or requirement that the monies will not be
19 released until the work is complete. The Association may also permit work covered by these funds
20 to be performed by Association contractors and may require adequate assurances that the Owner
21 be financially responsible for any costs or expenses not covered by insurance proceeds.

22 **12.4 Association as Agent.** The Association is irrevocably appointed agent for each
23 Unit Owner and for each Owner of a mortgage or other lien upon any Unit and for each Owner of
24 any other interest in the Condominium Property or any property in which the Association owns an
25 interest, to adjust and settle all claims arising under insurance policies carried by the Association,
26 and to execute and deliver releases upon the payment of such claim.

27 **13. REPAIR AFTER CASUALTY.** If any part of the Insurable Improvements of the
28 Condominium Property or other portions of the Condominium Property the Association is required
29 to Maintain shall be damaged by Casualty or covered cause of loss under the Association's
30 applicable insurance policy, Repair After Casualty shall be under the direction of the Board and
31 shall be taken in a responsible and reasonable manner, unless a decision is made to pursue
32 termination of a Condominium, as set forth in Article 19 of this Declaration.

33 **13.1 Plans and Specifications.** Any reconstruction or repair must be substantially in
34 accordance with the plans and specifications for the original Condominium Property, as set forth
35 in the plans and specifications, or if not, then according to plans and specifications approved by

1 the Board, regardless of whether it is a Material Alteration or Substantial Addition as described in
2 Article 9.8, and no vote of the Unit Owners shall be required.

3 **13.2 Responsibility.** Repair After Casualty of the Insurable Improvements shall be
4 undertaken by the Association, except that a Unit Owner may undertake reconstruction work on
5 portions of the Unit with the prior written consent of the Board. However, such work, and the
6 disbursement of insurance proceeds, may be conditioned upon the approval of the repair methods,
7 the qualifications of the proposed contractor, the contract that is used for that purpose, and
8 reasonable verification of appropriate steps to ensure that the work is done and that the contractor
9 is paid for the performance of said work. Unit Owners shall be responsible for reconstructing
10 Owner Insured Elements. All required governmental permits and approvals must be obtained prior
11 to commencing reconstruction. Assessments for the cost of the work shall be set forth in Article
12 13.3 below.

13 **13.3 Assessments.** The cost of Repair After Casualty for those portions of the
14 Condominium Property required to be insured by the Association for flood or property loss,
15 including expenses not covered by insurance due to deductibles or otherwise, is a Common
16 Expense of the Condominium, except as provided elsewhere, including, but not limited to, Section
17 718.111(11)(n) of the Act, and the provisions of this Declaration regarding flood insurance of
18 Owner Insurance Elements.

19 **13.4 Incidental Damage.** Incidental Damage to Owner Insurance Elements or other
20 property not part of the Insurable Improvements in connection with Repair After Casualty shall be
21 the financial responsibility of the Unit Owner unless covered by the Association's policy.

22 **13.5 Damage Caused by Wear and Tear of the Condominium Property or**
23 **Uninsurable Loss.** Damage to the Condominium Property that is not caused by a Casualty, as
24 defined in Article 1.9 or covered cause of loss under the Association's applicable insurance policy,
25 shall be repaired or replaced in accordance with the provisions of Article 9 and shall not be subject
26 to this Article 13.

27 **13.6 Termination In Lieu of Reconstruction.** Repair After Casualty may be suspended
28 by the Board if it determines that circumstances indicate that terminating a Condominium may be
29 a more viable economic alternative to repair or reconstruction.

30 **14. OWNERSHIP AND USE RESTRICTIONS.** Ownership and use of Condominium
31 Property shall be in accordance with the following use restrictions and reservations:

32 **14.1 Occupancy of Units; Single Family Residence.** A Unit shall be used only as a
33 Single Family residence. No more than two (2) Persons per bedroom plus two (2) may reside in a
34 Unit. No more than two (2) Persons per bedroom plus four (4) (including Unit Owners, Tenants,
35 Residents, their Families, Guests or any other Occupants) may sleep overnight in a Unit. No Unit
36 may be divided or subdivided into a smaller Unit nor any portion sold or otherwise transferred. No
37 Person may reside in a Unit as a Unit Owner, Resident, or Family member or for any reason occupy

1 the Unit on an overnight basis for more than thirty (30) days in a calendar year unless said Person's
2 occupancy has been specifically approved by the Association, through the Board. This residency
3 approval requirement is not applicable to existing Unit Owners and members of their Family who
4 are residing in or have a present right to occupy the Unit. In considering such requests, the Board
5 may (but shall not be obligated to and shall have no duty to) consider factors set forth in Article
6 17 of this Declaration, and may charge a reasonable fee for review of residency requests. Visitation
7 by Guests is further governed by Article 15 of this Declaration. Occupancy by Tenants is further
8 governed by Article 16 of this Declaration. Units may not be used for commercial or business
9 purposes. Unit Owners and Occupants may use Units for "home office" or "telecommuting"
10 purposes, provided that such uses do not involve customers or clients coming onto the
11 Condominium Property, the posting of any signage in the Condominium, the storage of equipment,
12 products, or materials in the Condominium, nor more than two (2) regular deliveries per day of
13 correspondence or similar items from customary express delivery services. No Person may occupy
14 or otherwise be present within a Unit, or otherwise present on the Condominium Property as a
15 Family member, Occupant, Tenant, Guest, or Invitee if such Person:

16 **14.1.1** Has been convicted of, pled no contest to, or has been released from
17 incarceration, probation or community control for:

18 **14.1.1.1** a capital, first or second degree felony involving violence to
19 Persons within the past ten (10) years; or

20 **14.1.1.2** a first or second degree felony involving illegal drugs within
21 the past ten (10) years; or

22 **14.1.1.3** any drug offense involving the manufacture and/or
23 distribution of illegal drugs regardless of when that conviction, plea or release occurred; or

24 **14.1.1.4** a felony involving sexual battery, sexual abuse, or lewd and
25 lascivious behavior regardless of when that conviction, plea or release occurred;

26 **14.1.2** Has been labeled a sexual offender or a sexual predator by any
27 governmental or quasi-governmental agency regardless of when that label occurred; or

28 **14.1.3** Is currently on probation or community control for a felony involving
29 violence to another or damage to or theft of property.

30 **14.1.4** The conduct of background investigations and the extent of such
31 investigation, if any, shall be as determined by the Board in its discretion.

32 **14.2 Nuisance.** No Unit Owner, or their Tenants, Guests, or Invitees may use the
33 Condominium Property for any immoral, indecent, improper, or unlawful purpose and no use or
34 behavior shall be allowed which will create a public or private nuisance, or which shall
35 unreasonably interfere with the quiet possession or enjoyment of the Condominium Property,

1 which will increase insurance rates, or which will negatively affect the value of Units. All property
2 shall be kept in a neat and orderly manner. The Common Elements shall be used for the purpose
3 of furnishing services and facilities as herein provided for the welfare and enjoyment of the
4 Residents. The Condominium Property shall be used in accordance with all federal, state, and local
5 laws and ordinances.

6 **14.3 Displays.** Nothing shall be hung, displayed, or placed on the exterior walls, doors,
7 windows, or lanai of the Unit or the Building without the prior written consent of the Board of
8 Directors.

9 **14.4 Signs.** No signs shall be displayed from a Unit or on Common Elements, except
10 such signs as shall have advance written approval by the Association. The Association shall have
11 the right, exercisable at the sole option of the Association, to remove from and either place in
12 storage at the owner's expense, or dispose of, any signs placed on the Common Elements without
13 the express prior written approval of the Association.

14 **14.5 Pets.** Except for one (1) dog or cat weighing not more than 25 pounds, no bird, pet,
15 reptile, or animal shall be kept or harbored in the Condominiums unless the same is in each instance
16 expressly permitted in writing by the Association, which permission may be conditioned on such
17 terms as the Association, in its sole discretion, deems to be in the best interest of the
18 Condominiums as a whole. Such permission in one instance shall not be deemed to institute a
19 blanket permission or permissions in any other instance: and any such permission may be revoked
20 at any time in the sole discretion of the Association. The pet owner shall indemnify the Association
21 and hold it harmless against any loss or liability of any kind or character whatsoever arising from
22 or growing out of having any bird, pet, reptile, or animal upon the Wiggins Lakes Property.

23 **14.5.1** No Tenant or Guest may bring or lodge a pet or animal of any kind in a
24 Unit.

25 **14.5.2** No animals shall be allowed to commit or constitute nuisance in any
26 Wiggins Lakes Property.

27 **14.5.3** An authorization in writing to keep pets will expire when the pet is disposed
28 of or dies.

29 **14.5.4** Pets shall include all types of animals, including, without limitation, dogs,
30 cats, parrots, frogs, reptiles, turtles, and fish.

31 **14.6 Additional Restrictions.** Additional use, occupancy, maintenance, transfer and
32 other restrictions are contained in the Rules and Regulations, which may be amended from time to
33 time by the Board. Amendments to the Rules and Regulations may, but need not be, recorded in
34 the Public Records. Additional use, transfer and other restrictions are also contained elsewhere in
35 the Condominium Documents.

1 **15. GUEST OCCUPANCY.** Use or visitation without consideration (payment) distinguishes
2 a Guest usage from a tenancy. Any Person occupying a Unit for more than thirty (30) days in a
3 calendar year regardless of whether any consideration is paid, shall not be considered a Guest, and
4 shall be considered a Resident or Tenant subject to the approval requirements of Article 16 of this
5 Declaration. There are various types of Guest uses, which are regulated as follows:

6 **15.1 Non-Overnight Visitation by Guests When Unit Owner or Tenant is in**
7 **Residence.** Unit Owners and Tenants (and their respective Families) are permitted to have non-
8 overnight Guests, provided that same does not create a nuisance or annoyance to other
9 Condominium Residents, nor prevent their peaceful enjoyment of the premises. The Association
10 may restrict or prohibit Guest visitation by Persons who have committed nuisances upon the
11 Condominium Property or otherwise violated the Condominium Documents in the past, and
12 Persons who have been convicted of or pled no contest to a felony, including, but not limited to,
13 registered sex offenders and Persons who have been convicted of or pled no contest to narcotic
14 offenses. Non-overnight Guests need not be registered with the Association, but may be subject to
15 access control protocols or procedures used generally, if any. Non-overnight Guests are permitted
16 to use the Association facilities only when accompanied by the Unit Owner or Tenant, unless
17 otherwise approved by the Board. The Board may establish additional restrictions on non-
18 overnight Guest usage of Condominium facilities, including, but not limited to, the maximum
19 numbers of Guests who may use common facilities.

20 **15.2 Overnight Guests When Unit Owner or Tenant is in Residence.** Unit Owners
21 and Tenants (and their respective Families) may have related or unrelated overnight Guests, so
22 long as the Unit Owner or Tenant is in simultaneous residence in that Unit. There is no requirement
23 for registration of overnight Guests with the Association when the Unit Owner or Tenant is
24 simultaneously occupying the Unit, but may be subject to access control protocols or procedures
25 used generally, if any. The Association may restrict or prohibit Guest visitation by Persons who
26 have committed nuisances upon the Condominium Property or otherwise violated the
27 Condominium Documents in the past, and Persons who have been convicted of or pled no contest
28 to a felony, including, but not limited to, registered sex offenders and Persons who have been
29 convicted of or pled no contest to narcotic offenses. No more than two (2) Persons per bedroom
30 plus four (4) (including Unit Owners, Tenants, Residents, their Families, Guests or any other
31 Occupants) may sleep overnight in a Unit.

32 **15.3 Non-Overnight Guests in the Absence of the Unit Owner or Tenant.** Unit
33 Owners and Tenants are not permitted to have non-overnight Guests when the Unit Owner or
34 Tenant is absent from the Condominium. Unit Owners and Tenants may have Units inspected by
35 caretakers, friends or relatives. However, such individuals shall not be permitted to use
36 Condominium facilities, such as recreational facilities (including, but not limited to, the pool, and
37 parking areas).

38 **15.4 Overnight Guests in the Absence of the Unit Owner or Tenant.** Tenants are not
39 permitted to have overnight Guests (related or non-related) in the absence of the Tenants'
40 simultaneous residence. Unit Owners are permitted to have overnight Guests in the absence of the

1 Unit Owner subject to the following conditions, and such other Rules and Regulations as may be
2 deemed necessary by the Board to effectuate the residential, non-transient nature of the
3 Condominiums. The Association may restrict or prohibit Guest visitation by Persons who have
4 committed nuisances upon the Condominium Property or otherwise violated the Condominium
5 Documents in the past, and Persons who have been convicted of or pled no contest to a felony,
6 including, but not limited to, registered sex offenders and Persons who have been convicted of or
7 pled no contest to narcotic offenses.

8 **15.4.1 Non-Related Overnight Guests** in the absence of the Unit Owner will be
9 limited to two (2) occupancies per calendar year (cumulative as to all Guests and all occupancies
10 by non-related Guests in the absence of the Owner). The limitation on the number of Persons who
11 can occupy a Unit in Article 15.2 applies. Ten (10) days prior notice to the Association is required.

12 **15.4.2 Related Overnight Guests** may occupy a Unit in the absence of the Unit
13 Owner. For the purpose of this provision, “related” means at least one (1) adult who is occupying
14 the Unit on an overnight basis, in the absence of the Unit Owner, is related to the Unit Owner or
15 Primary Occupant (by blood, marriage, domestic partnership or adoption) to the following degree:
16 spouse, parent, grandparent, child, grandchild, or sibling. The limitation on the number of Persons
17 who can occupy a Unit in Article 15.2 applies. Ten (10) days prior notice to the Association is
18 required.

19 **15.5 Additional Board Authority.** The conduct of background investigations and the
20 extent of such investigation, if any, shall be as determined by the Board in its discretion. The Board
21 may promulgate such rules, policies, and procedures as are necessary to implement this Article.
22 The Board may, at a duly noticed meeting, temporarily suspend or permanently ban a Guest from
23 entering the Condominium Property if the Board finds that such Person has engaged in a serious
24 violation of the Condominium Documents or applicable law upon the Condominium Property, or
25 has engaged in systematic violations of the Condominium Documents or applicable law upon the
26 Condominium Property. The decision of the Board is final and shall not be subject to any
27 requirement for a hearing before any type of Committee. In the event the Association has
28 reasonable cause to believe that Unit Owners are circumventing rental restrictions by receiving
29 consideration for occupancies which are held out as guest occupancies, the Association may
30 require proposed Guest Occupants to submit proof of familial relationship, an affidavit as to
31 absence of payment for the right to occupy the premises, or other proof that the leasing provisions
32 of Article 16 are not being violated.

33 **16. LEASING.** The lease of a Unit is defined as occupancy of the Unit by any Person other
34 than the Unit Owner, whether pursuant to verbal or written agreement, where said occupancy by
35 the non-owner involves consideration (the payment of money, the exchange of goods or services,
36 or any other exchange of value). The term “leasing” and “renting” are used interchangeably in this
37 Declaration. The term “Tenant” and “Lessee” are likewise used interchangeably. All leases must
38 be in writing. Should a Unit Owner wish to lease his or her Unit, he or she shall furnish the
39 Association with a copy of the proposed lease, the name of the proposed Tenant, the names of all
40 proposed Residents, and such other information as the Association may reasonably require. Any

1 Person occupying the Unit as a Resident after initial approval shall be subject to a separate
2 application and approval process. The Association has thirty (30) days from the receipt of notice
3 and all required information within which to approve or disapprove of the proposed lease or
4 proposed Tenants or Residents. The Association shall give the Unit Owner written notice of its
5 decision within said period. No individual rooms may be rented and no transient tenants may be
6 accommodated. "Rent-sharing" and subleasing are prohibited. All leases shall be for a minimum
7 period of thirty (30) continuous days, or one (1) calendar month and not more often than three (3)
8 times in any calendar year. Leases may be extended or renewed, subject to Board approval. No
9 Unit Owner, or anyone on their behalf, shall publish or cause to be published any advertisement of
10 any type in any form of media, including, but not limited to, television, radio, internet website,
11 newspaper, magazine, or trade publication, that indicates that a Unit may be leased for anything less
12 than the minimum period of thirty (30) continuous days, or one (1) calendar month and not more
13 often than three (3) times in any calendar year.

14 **16.1 Board Right of Approval.** The Board has the authority to approve or disapprove
15 all leases and renewals or extensions thereof. No Person may occupy a Unit as a Tenant, Family
16 member of a Tenant, Resident, or otherwise without prior approval of the Board. The Board has
17 the authority to promulgate or use a uniform lease application and require such other information
18 from the proposed Tenant and all proposed Residents as the Board deems appropriate under the
19 circumstances. The Board may require an interview of any proposed Tenant and all proposed
20 Residents of a Unit as a condition for approval. The Board may, but shall not be obligated or have
21 the duty to, conduct criminal background investigation in connection with proposed leases.

22 **16.2 Tenant Conduct; Remedies.** All leases shall be on a uniform form of lease or lease
23 addendum if so promulgated by the Association. Uniform leases, addenda and all other leases will
24 provide, or be deemed to provide, that the Tenants have read and agreed to be bound by the
25 Condominium Documents. The uniform lease or addendum and other leases shall further provide,
26 or be deemed to provide, that any violation of the Condominium Documents shall constitute a
27 material breach of the lease and subject the Tenant to termination of the lease and/or eviction as
28 well as any other remedy afforded by the Condominium Documents or Florida law. If a Tenant,
29 Resident, other Unit Occupant, Guest, or Invitee fails to abide by the Condominium Documents,
30 the Unit Owner(s) shall be responsible for the conduct of the Tenants, Residents, Occupants,
31 Guests, or Invitees and shall be subject to all remedies set forth in the Condominium Documents
32 and Florida law, without waiver of any remedy available to the Association as to the Tenant. The
33 Unit Owner has the duty to bring his or her Tenant's conduct (and that of the other Unit Residents,
34 Occupants, Guests, or Invitees) into compliance with the Condominium Documents by whatever
35 action is necessary, including without limitation the institution of eviction proceedings without
36 notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct of the Tenant
37 into compliance with the Condominium Documents in a manner deemed acceptable by the
38 Association, or in other circumstances as may be determined by the Board, the Association has the
39 authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the
40 Tenants' noncompliance with the Condominium Documents (or the noncompliance of other
41 Residents, Occupants, Guests, or Invitees), including without limitation the right to terminate a

1 lease and/or institute an action for eviction against the Tenant in the name of the Association in its
2 own right, or as agent of the Unit Owner. The Association has the right to recover any costs or
3 fees, including attorneys' fees, incurred in connection with such actions, from the Unit Owner
4 which shall be secured by a continuing lien in the same manner as assessments for Common
5 Expenses, to wit, secured by a Lien for Charges. Any uniform lease or lease addendum will
6 provide, and all leases will be deemed to provide, that the Association has the authority to direct
7 that all rental income related to the Unit be paid to the Association until all past due and current
8 obligations of the Association have been paid in full, including, but not limited to, all past due
9 Assessments, Charges, other monetary obligations, late fees, interest, attorneys' fees and cost and
10 expenses of collection.

11 **16.3 Security Deposit.** The Board has the authority, as a condition of granting approval
12 to a lease or renewal or extension thereof, to require that a prospective Tenant or Unit Owner place
13 a security deposit in an amount not to exceed the equivalent of one (1) month's rent into an escrow
14 account maintained by the Association to protect against damage to the Common Elements or
15 Association Property. Payment of interest, claims against the deposit, refunds, and disputes under
16 this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the
17 Florida Statutes (2023), as amended from time to time.

18 **16.4 Approval Process; Disapproval.** Any Unit Owner intending to lease his or her
19 Unit shall submit a copy of the proposed lease, an application, and any other requested information
20 and required fees at least thirty (30) days in advance of the commencement of the lease or renewal
21 or extension term. Upon receipt of all information and fees required by Association and an
22 interview (if requested by the Board), the Association has the duty to approve or disapprove all
23 proposed leases within thirty (30) days of receipt of such information for approval and the
24 completion of the Tenant/Resident interview (if required), by sending written notification to the
25 Unit Owner within such time frame. All requests for approval not acted upon within thirty (30)
26 days shall be deemed approved. Applications for renewals or extensions of lease agreements shall
27 be submitted at least thirty (30) days in advance of the expiration of the lease agreement. If the
28 Association disapproves a proposed lease or renewal or extension, the Unit Owner shall receive a
29 short statement indicating the reason for the disapproval, and the lease shall not be made, renewed,
30 or extended. Denial may be based upon factors reasonably determined by the Board concluding
31 that the proposed lease is not in the best interest of the Condominiums, the Unit Owners, and the
32 Association.

33 **16.5 Liability.** The liability of the Unit Owner under the Condominium Documents shall
34 continue notwithstanding the fact that he or she may have leased or rented his or her interest in the
35 Unit as provided herein.

36 **16.6 Association Fee.** The Unit Owner or Tenant seeking approval of a lease of a Unit
37 shall pay a transfer fee for each applicant in an amount determined by the Board, which unless
38 otherwise specified, shall be the maximum amount permitted by law. No charge shall be made in
39 connection with an extension or renewal of a lease.

1 **17. TITLE TRANSFERS.** In order to maintain a community of congenial Unit Owners who are
2 financially responsible, and thus protect the value of the Units, the use and transfer of Units by any
3 Owner is subject to the following provisions as long as the Condominiums exist upon the land, which
4 provisions each Unit Owner covenants to observe:

5 **17.1 Forms of Ownership.**

6 **17.1.1 Ownership by Individuals.** A Unit may be owned by one (1) natural person
7 who has qualified and been approved as elsewhere provided herein.

8 **17.1.2 Co-Ownership.** Co-ownership of Units may be permitted. If the co-owners
9 are other than spouses, the Owners shall designate one (1) natural person as the “Primary
10 Occupant.” Spouses who are co-owners may both be designated as “Primary Occupants.” The
11 intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create
12 circumstances in which the Unit may be used as a short-term or transient accommodations for
13 several entities, individuals or families as a timeshare, a shared Unit, fractional ownership, or used
14 as Guest accommodations for employees, customers, or Guests of Units owned by business
15 entities, religious, or charitable organizations, and the like. The use of the Unit by other Persons
16 shall be as if the Primary Occupant was the only actual Owner. No more than one (1) change in
17 Primary Occupant is permitted in any twelve (12) month period, except in the case of the death of
18 the Primary Occupant, or when a Primary Occupant designates a spouse as the Primary Occupant.
19 No time share estates may be created. “Unit Sharing” by multiple families and “Fractional
20 Ownership” are prohibited.

21 **17.1.3 Ownership by Corporations, Partnerships, Limited Liability**
22 **Companies, Trusts, or Other Artificial Entities.** A Unit may be owned in trust, or by a
23 corporation, partnership, limited liability company, or other entity, which is not a natural person,
24 if approved in the manner provided elsewhere herein. The intent of this provision is to allow
25 flexibility in estate, financial, or tax planning, and not to create circumstances in which the Unit
26 may be used as a short-term or transient accommodations for several entities, individuals or
27 families as a timeshare, a shared Unit, fractional ownership, or used as Guest accommodations for
28 employees, customers, or Guests of Units owned by business entities, religious, or charitable
29 organizations, and the like. A partnership, trustee, corporation, limited liability company, or other
30 entity shall designate one (1) natural person to be the “Primary Occupant.” Spouses may both be
31 designated as Primary Occupants. The use of the Unit by other Persons shall be as if the Primary
32 Occupant were the only actual Unit Owner. The Primary Occupant shall be the Person entitled to
33 vote on behalf of the Unit, exercise rights of membership, and discharge the responsibilities
34 incident thereto. No more than one (1) change in designation of Primary Occupant is permitted in
35 any twelve (12) month period, except in the case of the death of the Primary Occupant.

36 **17.2 Transfers Subject to Notice.** No Unit Owner may dispose of a Unit or any interest
37 in same by sale or other title transfer without prior notice to the Board at least thirty (30) days prior
38 to closing, using such forms as the Board may promulgate.

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

3 **18.1 Proposal of Amendments.** An amendment may be proposed by the President of
4 the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

5 **18.2 Proposed Amendment Format.** Proposals to amend the existing Declaration of
6 Condominium shall contain the full text of the article to be amended. New words shall be
7 underlined and words to be deleted shall be ~~lined through~~. If the proposed change is so extensive
8 that this procedure would hinder rather than assist understanding, a notation must be inserted
9 immediately preceding the proposed amendment saying, “SUBSTANTIAL REWORDING OF
10 DECLARATION OF CONDOMINIUM. SEE ARTICLE NUMBER ____ FOR PRESENT
11 TEXT.”

12 **18.3 Notice.** The subject matter of proposed amendments shall be included in the notice
13 of any meeting at which a proposed amendment is to be considered or in connection with
14 documentation for action without a meeting.

15 **18.4 Adoption of Amendments.** A resolution for the adoption of a proposed
16 amendment may be adopted by a vote of at least two-thirds (2/3^{rds}) of the Voting Interests of the
17 Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum
18 has been attained, or by the written agreement of at least two-thirds (2/3^{rds}) of the entire Voting
19 Interests. Amendments correcting errors, omissions, scrivener’s errors, violations of applicable
20 law, conflicts between the Condominium Documents, or if determined necessary and desirable by
21 the Board to comply with the requirements of the secondary mortgage market, may be executed
22 by the Officers of the Association, upon Board approval, without need for Association membership
23 vote. The Board may also adopt amendments necessary to comply with the requirements of any
24 governmental entity.

25 **18.5 Individual Condominium Amendments, Association-Wide Amendments.** The
26 Board shall have the authority to determine whether to propose and/or apply proposed amendments
27 to only one (1) Condominium (i.e., “Individual Condominium Amendments”), or to all three (3)
28 Condominiums, (i.e., “Association-Wide Amendments”). In cases where the Board applies the
29 amendment to all Condominiums, the term Voting Interest of the Association shall apply to all
30 units operated by the Association, without regard to Condominium-by-Condominium results.
31 Where the Board authorizes individual Condominium voting, all quorums, voting percentages and
32 the like will be determined on a Condominium by Condominium basis. In all cases, the final
33 decision as to whether to apply “Individual Condominium” or “Association-Wide” voting shall
34 rest with the Board. In general, Association-Wide Amendments will be applied to amendments of
35 covenants and restrictions that are consistent with the operation of Wiggins Lakes & Preserve as a
36 single development. Without limiting the generality of this clause, nor the Board’s discretion, use
37 restrictions such as pet provisions, lease restrictions and the like shall be applied on an Association-
38 Wide basis. Conversely, and again without limiting the generality of the foregoing and the Board’s
39 discretion, in general, matters which affect only the interests of the Members of a particular

1 Condominium, will be considered the type of amendment and may be voted upon on an Individual
2 Condominium amendment basis.

3 **18.6 Effective Date.** An amendment when adopted shall become effective after being
4 recorded in the Public Records of Collier County, Florida, according to law.

5 **18.7 Automatic Amendment.** Whenever the Act, Chapter 617, Florida Statutes, or
6 other applicable statutes or administrative regulations, as amended from time to time, are amended
7 to impose procedural requirements less stringent than set forth in this Declaration, the Board may
8 operate the Association pursuant to the less stringent requirements without the need to change this
9 Declaration. The Board, without a vote of the Owners, may also adopt by majority vote,
10 amendments to this Declaration as the Board deems necessary to comply with such operational
11 changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other
12 statutes or administrative regulations as required for the operation of the Association, all as
13 amended from time to time.

14 **18.8 Proviso.** No amendment shall change the configuration of any Unit or the share in
15 the Common Elements appurtenant to it, or increase the Owner's proportionate share of the
16 Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the
17 mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners
18 approve the amendment.

19 **19. TERMINATION.** The Condominiums may be terminated under any one (1) of the
20 following alternatives:

21 **19.1 Termination Because of Economic Waste or Impossibility.** Notwithstanding
22 anything to the contrary in this Declaration, the condominium form of ownership may be
23 terminated (or partially terminated) by a plan of termination approved by at least seventy-five
24 percent (75%) of the entire Voting Interests of the Condominium when:

25 • The total estimated cost of repairs necessary to restore the improvements in
26 any Condominium to their former condition or bring them into compliance with applicable laws
27 or regulations exceeds the combined fair market value of all Units in the Condominium after
28 completion of the repair;

29 • It becomes impossible to operate or reconstruct the Condominium in its
30 prior physical configuration because of land use laws or regulations; or

31 • Both the Board and seventy-five percent (75%) of the entire Voting Interests
32 in any Condominium determine by vote or written agreement that termination is a more viable
33 economic option than Repair After Casualty.

34 **19.2 Optional Termination.** Except as provided in Article 19.1, the condominium form
35 of ownership may be terminated pursuant to a plan of termination approved by at least eighty

1 percent (80%) of the entire Voting Interests of the Condominium. It is the intent of this provision
2 to incorporate the provisions of Section 718.117(3) of the Act.

3 **19.3 Procedures for Termination and Sale.** The termination of the Condominium via
4 any of the methods set forth herein shall be as set forth in Section 718.117 of the Act.

5 **19.4 Amendment.** This Article 19 may be amended in the same manner in which this
6 Declaration may be amended generally, as set forth in Article 18.

7 **20. CONDEMNATION.**

8 **20.1 Awards.** The taking of all or any part of the Condominium Property by
9 condemnation or eminent domain shall be deemed to be a Casualty to the portion taken, and the
10 awards for that taking shall be deemed to be proceeds from insurance on account of the Casualty.
11 Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards
12 with the Association, and if any fail to do so, a Special Assessment shall be made against a
13 defaulting Unit Owner in the amount of this award, or the amount of the award shall be set off
14 against any sums payable to that Unit Owner.

15 **20.2 Determination Whether to Continue Condominium.** Whether the Condominium
16 or Condominiums will be continued after condemnation will be decided in the same manner as
17 Repair After Casualty as set forth in Article 13.

18 **20.3 Distribution of Funds.** If the Condominium or Condominiums are terminated after
19 condemnation, the proceeds of all awards and Special Assessments will be owned and distributed
20 in the manner provided for insurance proceeds when the Condominium or Condominiums are
21 terminated after a Casualty. If the Condominium or Condominiums are not terminated after
22 condemnation, the size of the Condominium or Condominiums may be reduced. The Owners of
23 condemned Units, if any, will share in awards and Special Assessments as provided below.

24 **20.4 Association as Agent.** The Association is hereby irrevocably appointed as each
25 Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning
26 authority for the purpose of realizing just compensation for the taking.

27 **20.5 Units Reduced but Habitable.** If the taking reduces the size of a Unit and the
28 remaining portion of the Unit can be made habitable, the awards for the taking of a portion of that
29 Unit shall be used for the following purposes in the order stated, and the following changes shall
30 be effected in the Condominiums.

31 **20.5.1 Restoration of Unit.** The Unit shall be made habitable. If the cost of the
32 restoration exceeds the amount of the award, the additional funds required shall be assessed against
33 the Owner of the Unit.

1 **20.5.2 Distribution of Surplus.** The balance of the award, if any, shall be
2 distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made
3 payable jointly to the Owner and mortgagee(s).

4 **20.5.3 Adjustment of Shares in Common Elements.** If the floor area of a Unit is
5 reduced by the taking, the number representing the share in the Common Elements appurtenant to
6 the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the
7 taking, and then the shares of all Unit Owners in the Common Elements shall be restated as
8 percentages of the total of the numbers representing their original shares as reduced by the taking.

9 **20.6 Units Not Habitable.** If the taking of any entire Unit or so reduces the size of the
10 Unit that it cannot be made habitable, the award for the taking of the Unit shall be used for the
11 following purposes in the order stated, and the following changes shall be effected in the
12 Condominiums:

13 **20.6.1 Payment of Award.** The condemnation award immediately prior to the
14 taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance
15 being made payable jointly to the Owner and mortgagee(s).

16 **20.6.2 Addition to Common Elements.** If possible and practical, the remaining
17 portion of the Unit shall become a part of the Common Elements and shall be placed in condition
18 for use by all Unit Owners in the manner approved by the Board.

19 **20.6.3 Assessments.** If the amount of the award for the taking is not sufficient to
20 pay the fair market value of the condemned Unit to the Unit Owner and to recondition the
21 remaining portion of the Unit, the amount required for those purposes shall be raised by Special
22 Assessment against all of the Unit Owners who will continue as Owners of any Unit after the
23 changes in the Condominiums effected by the taking. The Assessments shall be made in proportion
24 to the shares of those Owners in the Common Expenses after the changes effected by the taking.

25 **20.7 Taking of Common Elements.** Awards for the taking of Common Elements shall
26 be used to make the remaining portion of the Common Elements usable in the manner approved
27 by the Board. The balance of such awards, if any, may be returned to the Unit Owners or used by
28 the Association as the Board may determine.

29 **20.8 Amendment of Declaration.** The changes in Units, in the Common Elements and
30 in the ownership of the Common Elements that are necessitated by condemnation, shall be
31 evidenced by an amendment of the Declaration of Condominium that need be approved only by a
32 majority of all Directors of the Board.

1 **21. EMERGENCY POWERS.**

2 **21.1 Additional Board Authority.** In addition to other authority granted by law and the
3 Condominium Documents, the Board has the following power and authority in connection with
4 emergency conditions:

5 **21.1.1** To determine after a Casualty whether the Condominium Property or
6 portions thereof can be safely used or occupied, which decision shall not be conclusive as to the
7 determination of habitability. Such decision shall be based upon the advice of emergency
8 management officials or a licensed professional.

9 **21.1.2** To declare any portion of the Condominium Property or Association
10 Property unavailable for use, occupancy, or presence upon by Unit Owners, Family members,
11 Tenants, Guests, or Invitees (and to distinguish between such groups) after a Casualty, including
12 during the rebuilding process. Such decision by the Board is based upon the advice of emergency
13 management officials, governmental authority or a licensed professional and can be made only if
14 necessary, to protect against liability to or the health, safety, or welfare of the Association, Unit
15 Owners, Family members, Tenants, Guests, or Invitees.

16 **21.1.3** To mitigate damage including taking action to prevent the spread of fungus
17 (including, but not limited to, mold and mildew) including tearing out drywall and carpet (even if
18 the Unit Owner is obligated to insure and/or replace those items) and removing personal property
19 from the Unit and disposing of damaged property or storing such property on-site or at an offsite
20 location, with Unit Owners responsible for reimbursing the Association for items for which the
21 Unit Owner is responsible but which may be necessary to prevent further damage. The Association
22 bears no liability for such actions, if taken in good faith.

23 **21.1.4** To contract on behalf of Unit Owners, with said Unit Owners responsible
24 to reimburse the Association for items for which the Unit Owner is responsible, but which may be
25 necessary to mitigate or prevent further damage. Without limitation, this includes debris removal,
26 dry-out of Units and replacement of damaged air conditioners when necessary to provide climate
27 control in the Units. The Unit Owner is responsible to reimburse the Association within ten (10)
28 days of the Association's invoice. The Association's right to payment shall be secured by a
29 Common Expense Lien as provided in the Act and actions to collect such sums shall entitle the
30 Association to recover interest, late fees, attorneys' fees, and other costs and expenses of
31 collection.

32 **21.1.5** To implement disaster protocols prior to, during, or after an impending
33 disaster or state of emergency including, but not limited to, shutting down elevators, electricity,
34 security systems, and air conditioners.

35 **21.1.6** To adopt, by Board action, emergency assessments with such notice deemed
36 practicable by the Board.

1 **21.1.7** To adopt emergency Rules and Regulations governing the use and
2 occupancy of the Units, Common Elements, Limited Common Elements, and Association
3 property, with notice given only to those Directors with whom it is practicable to communicate.

4 **21.1.8** To enter into agreements with local counties and municipalities to assist
5 counties and municipalities with debris removal.

6 **21.1.9** To exercise all emergency powers set forth in the Act.

7 **21.2** In addition to all applicable emergency powers conferred by law and these
8 Condominium Documents, the Board shall have all of the powers in the preceding sections of this
9 paragraph, plus the following powers if a state of emergency has been declared by any
10 governmental entity or official with authority applicable to the locale in which the Condominiums
11 are located regarding any infectious disease outbreak, pandemic, biological or chemical
12 contamination, including sewage, or similar public health risks:

13 **21.2.1** To close the Wiggins Lakes Property to Guests and Invitees, including non-
14 resident family members, guests and contractors, excepting such essential contractors as the Board
15 may determine appropriate.

16 **21.2.2** To close all non-essential facilities on the Wiggins Lakes Property,
17 including recreational and social facilities.

18 **21.2.3** To restrict or ban entry onto the Condominiums by Guests and Invitees if
19 deemed necessary by the Board.

20 **21.2.4** To enact and implement restrictions, protocols and procedures the Board
21 may deem appropriate, including, but not limited to, requiring the use of gloves, masks and other
22 protective equipment, quarantines, restrictions or moratoriums on move ins/move outs, restrictions
23 or moratoriums on occupancy by Unit Owners, Tenants or Guests if such occupancy presents a
24 health risk, as determined by the Board. The Board may enact or continue requirements regarding
25 use of masks and other personal protective equipment, social distancing, limits on facility use or
26 facility closure, even where a previously declared state of emergency has expired, where the Board
27 finds such requirements to be in the best interests of the Association and the Residents of the
28 Condominiums. To enact any other rules and regulations as approved by a majority of the Board
29 as the Board determines is in the best interests of the health, safety and welfare of Association, the
30 Unit Owners, and Residents, with as much notice as practical.

31 **21.2.6** To have all of the emergency powers as provided for in the Bylaws and
32 Articles of Incorporation.

33 **21.3** For purposes of this Article 21, an emergency shall be deemed to exist in the
34 following circumstances:

1 **21.3.1** When the locale in which the Condominiums are under a tropical storm or
2 hurricane watch or warning.

3 **21.3.2** When the locale in which the Condominiums are located is under a declared
4 state of emergency from any governmental agency having jurisdiction related to health, safety, and
5 welfare.

6 **21.3.3** When the Wiggins Lakes Property is in danger of significant damage or has
7 been significantly damaged, as determined by the Board, by Casualty, act of nature, or act of man,
8 including but not limited to fires, floods, hurricanes, tropical storms or other sever weather events,
9 floods, erosion, sinkholes, pandemics or other public health threats, or acts of war, terrorism or
10 criminal conduct.

11 **21.3.4** The powers conferred by this Article 21 shall be in force during such time
12 as an emergency exists, as well as an anticipation of an emergency or in response to an emergency
13 which has resulted in damage to the Wiggins Lakes Property, or which continues to present a threat
14 to health, safety and welfare or legal liabilities to the Association.

15 **22. COMPLIANCE AND DEFAULT.**

16 **22.1 Duty to Comply; Right to Sue.** Each Unit Owner, his or her Family, Tenants,
17 Guests, Invitees, and all Unit Occupants and the Association is governed by and shall comply with
18 the provisions of the Act and the Condominium Documents. Actions for damages or for injunctive
19 relief, or both, or for failure to comply may be brought by the Association or by a Unit Owner
20 against:

21 **22.1.1** The Association. The Association may, but shall not be required to, seek
22 enforcement of the Condominium Documents. Without limiting the intended generality of the
23 foregoing sentence, the Board has the discretion, without further liability to the Association, to
24 decline to take action in cases as to which legal counsel has advised of a reasonable probability of
25 failure on the merits, or in situations which involve disputes, complaints, or allegations of violation
26 of the Condominium Documents involving the interest of the Owners of two (2) or more different
27 Units, including, but not limited to, noise complaints, nuisance allegations, and the like;

28 **22.1.2** A Unit Owner; or

29 **22.1.3** Anyone who occupies a Unit as a Unit Owner, Family member, Tenant,
30 Occupant or Guest. Unit Owners shall be jointly and severally liable for violations of the
31 Condominium Documents and damage to the Condominium Property by their Family members,
32 Tenants, Guests, Invitees, and Unit Occupants.

33 **22.2 Attorneys' Fees.** In any legal proceeding arising out of an alleged failure of a Unit
34 Owner, Family member, Tenant, Guest, Invitee, Occupant, or the Association to comply with the
35 requirements of or otherwise involving the provisions of the Act or the Condominium Documents,

1 as amended from time to time, the prevailing party is permitted to recover the costs and expenses
2 of the proceeding and a reasonable attorneys' fee before trial, at trial and on appeal, as well as in
3 any supplementary or ancillary proceeding including but not limited to proceedings regarding
4 entitlement to or the amount of attorneys' fees and costs awarded in action.

5 **22.3 No Election of Remedies; Remedies Cumulative.** All rights, remedies and
6 privileges granted to the Association or Unit Owners under any terms, provisions, covenants, or
7 conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of
8 any one (1) or more shall not be deemed to constitute an election of remedies, nor shall it preclude
9 the party from exercising such other additional rights, remedies, or privileges as may be granted
10 by the Condominium Documents, or at law or in equity. It shall not be presumed that money
11 damages shall be an adequate remedy for violations of the Condominium Documents.

12 **22.4 Waiver of Application of Condominium Documents.** The Association has the
13 right to waive the application of one (1) or more of the covenants or restrictions of the
14 Condominium Documents, or to permit a deviation from said covenants or restrictions, as to any
15 Unit where, in the discretion of the Board, hardship circumstances exist which justify such waiver
16 or deviation. In the event of any such waiver or permitted deviation, or in the event the Association
17 fails to enforce violation of said covenants or restrictions, such actions or inactions shall not be
18 deemed to prohibit nor restrict the right of the Association, or any other Person having the right to
19 enforce said covenants or restrictions, from insisting upon strict compliance with respect to all
20 other Units, nor shall any such actions be deemed a waiver of any of the covenants or restrictions
21 contained in the Condominium Documents as same may be applied in the future.

22 **22.5 Notice of Lien or Suit.**

23 **22.5.1 Notice of Lien.** A Unit Owner shall give written notice to the Association
24 of every lien upon his or her Unit, other than for permitted first mortgages, taxes and Special
25 Assessments, within five (5) days after the Unit Owner receives actual notice of the attachment
26 thereof.

27 **22.5.2 Notice of Suit.** A Unit Owner shall give written notice to the Association
28 of every suit or other proceeding which may affect the title to his or her Unit, or impose liability
29 on the Association, within five (5) days after the Unit Owner receives actual knowledge thereof.

30 **22.5.3 Failure to Comply.** Failure of an Owner to comply with this Article will
31 not affect the validity of any judicial suit; however, the failure may render the Owner liable to any
32 party injured by such failure.

33 **23. MISCELLANEOUS PROVISIONS.**

34 **23.1 Covenants Running with the Land.** The covenants and restrictions as herein
35 contained, or forming a part of the Condominium Documents, shall be deemed to run with the land
36 and shall run perpetually unless terminated or amended as provided herein.

1 **23.2 Savings Clause.** If any provision of the Condominium Documents hereto, as the
2 same now exist or as may be later amended or any portion thereof, shall be held invalid by any
3 Court, or other governmental agency with proper authority to so hold, the validity of the remainder
4 of said Condominium Documents shall remain in full force and effect.

5 **23.3 Heirs, Successors and Assigns.** These Condominium Documents shall be binding
6 upon the heirs, nominees, successors in interest or title, administrators, executors and assigns of
7 all Unit Owners. The Association shall have the right, but not the obligation to disclose any
8 unresolved violation of the Condominium Documents to any proposed successor, assign, lienor,
9 or other third party and shall bear no liability in connection with such disclosures. It shall be the
10 duty of the Unit Owner intending to transfer or hypothecate title to the Unit, or transfer or pledge
11 any legal interest in the Unit to such parties.

12 **23.4 Notices.** All notices shall be given as provided in the Bylaws.

13 **23.5 Compliance with Fair Housing Laws.** There shall be no limitation, restriction, or
14 preference upon sale, lease, occupancy, or use of the Wiggins Lakes Property based upon race,
15 creed, color, sex, religion, national origin, handicap, familial status, or any other legally protected
16 class. The Association may make reasonable accommodations, including reasonable waiver of the
17 covenants and restrictions of the Condominium Documents, when necessary to afford handicapped
18 individuals the opportunity to enjoy the Condominium premises, or to comply with other legal
19 requirements.

20 **23.6 Conflicts.** In the event of a conflict between any provision of the Condominium
21 Documents and the Act, the Act shall control, except in cases where the Act permits the
22 Condominium Documents to regulate the subject, in which case the Condominium Documents
23 will control. In the event of a conflict between this Declaration and the other Condominium
24 Documents, same shall be governed as provided in the Bylaws.

25 **23.7 Interpretation.** The Board is responsible for interpreting the provisions of the
26 Condominium Documents. The Board's interpretations shall be binding upon all parties unless
27 wholly unreasonable. A written opinion rendered by Association's legal counsel that an
28 interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the
29 interpretation as valid.

30 **23.8 Captions and Headings.** The headings and captions used in the Condominium
31 Documents are solely for convenience sake and shall not be considered a limitation of any nature
32 in interpreting the Condominium Documents.

33 **23.9 Waiver.** The failure of the Association to enforce any right, provision, covenant or
34 condition which may be granted by the Condominium Documents shall not constitute a waiver of
35 the right of the Association to enforce such right, provision, covenant or condition in the future.

1 **23.10 Plurality; Gender.** Wherever the context so permits, the singular includes the
2 plural, the plural includes the singular, and the use of any gender includes all or no genders.

3 **23.11 Ratification.** Should any act of the Association be subject to any legal or other
4 challenge or controversy as to whether the act was properly approved or handled, the Board shall
5 have the authority, but not the obligation, to submit that act to a ratification vote by such body and
6 subject to such voting requirements as the Board considers appropriate. Any ratification or
7 attempted ratification shall not be considered an admission by the Association that the complained
8 of act was not properly approved in the first instance. Any act of ratification shall be deemed to
9 relate back to the original act for all purposes.

10 **23.12 Construction.** The Condominium Documents shall be liberally construed so as to
11 effectuate their intent and facilitate the efficient operation of the Association, which is managed
12 by an unpaid, volunteer Board.