

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 or its pre-merger predecessors, 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.

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1 **1.12.5** Any other parts of the Condominium Property designated as Common
2 Elements in this Declaration.

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

30 Common Expenses of the Association shall be shared 84/212 by Wiggins Lakes
31 Condominium owners, 32/212 by Wiggins Preserve Condominium One owners, and 96/212 by
32 Wiggins Preserve Condominium Two owners: (i.e., 1/212 per Unit Owner).

33 **1.14 “Common Expenses of the Condominium”** means those expenses for which Unit
34 Owners in the individual Condominiums are liable to the Association. Expenses pertaining to the
35 ~~maintenance, repair,~~ Maintenance and ~~replacement~~ Repair After Casualty of the Common Elements
36 of the individual Condominiums, except as set forth in Article 1.13 as to landscaping, is a Common
37 Expense of the Condominium. By way of example, but not limitation, utility bills and
38 governmental services (including, but not limited to, water, sewer, electricity and trash collection)
39 that are not separately metered or billed to individual Units, ~~building painting, roof repair, exterior~~
40 ~~ground maintenance~~ Maintenance of utility installations serving a Condominium, building painting

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1 and Maintenance, roof Maintenance, the Maintenance of internal drives, parking lots and parking
2 facilities serving a Condominium, and property insurance are Common Expenses of the
3 Condominium. Legal fees involving the interests of the physical property within a particular
4 Condominium, including, but not limited to, assessment collection matters, shall be a Common
5 Expense of the Condominium. When the Association receives a single billing for an item that is
6 declared a Common Expense of the Condominium (e.g., ~~lawn maintenance~~, property insurance,
7 etc.) the Board may allocate segments of said invoices to the individual Condominiums on a
8 reasonable basis. Common Expenses of the Condominium shall be shared by Wiggins Lakes
9 Condominium Unit Owners on a 1/84, Wiggins Preserve Condominium One Unit Owners on a
10 1/32, and Wiggins Preserve Condominium Two Unit Owners on a 1/96. Reserves required by the
11 Act and the Condominium Documents are a Common Expense of the Condominium. The
12 designation of an expense as a Common Expense of the Condominium does not limit the ability
13 of this Declaration to designate items as Limited Common Expenses or the allocation of
14 Maintenance responsibilities to an Owner with exclusive use rights in such property.

15 **1.15 “Common Surplus”** means the excess of all receipts of the Association, including,
16 but not limited to, Assessments, rents, profits, and revenues on account of the Common Elements,
17 above the amount of the Common Expenses. Common Surplus shall be owned in the same
18 undivided percentages as Common Elements are owned.

19 **1.16 “Communications Services”** means those services described in Section 202.11,
20 Florida Statutes (2024), and for the purpose of this Declaration, also includes Information Service
21 and Internet Access Service, as defined in this Declaration and Section 202.11, Florida Statutes.

22 **1.17 “Condominium Documents”** means this Declaration; the Master Declaration; the
23 Plats, which are described above and incorporated as part of this Declaration by reference, attached
24 as Exhibit “A;” Articles of Incorporation of Wiggins Lakes & Preserve Association, Inc. attached
25 as Exhibit “B;” Bylaws attached as Exhibit “C;” and Rules and Regulations. The Rules and
26 Regulations need not (but may) be recorded in the Public Records of Collier County, Florida, in
27 order to be valid.

28 **1.18 “Condominium Parcel”** means a Unit together with the undivided share in the
29 Common Elements which is appurtenant to said Unit and when the context permits, the term
30 includes all of the appurtenances to the Unit.

31 **1.19 “Condominium Property”** means the land and property interests subjected to
32 condominium ownership under this Declaration, all improvements on the land as depicted in the
33 Surveyor’s Plat, or replacement thereof of like kind and quality, and alterations or additions made
34 to the Common Elements or Association Property by the Association and all easements and rights
35 appurtenant thereto, regardless of whether contiguous, intended for use in connection with the
36 Condominiums. Additions or alterations made to the Units or Common Elements by Unit Owners
37 (or their predecessors in title) are not part of the Condominium Property. References in the

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Condominium Documents to Condominium Property includes Association Property, unless specifically indicated otherwise.

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

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

1.22 “Domestic Partners” means two (2) adults who have chosen to share their lives in a committed relationship that includes a mutual and exclusive commitment to each other’s wellbeing, wherein each partner shares the same permanent address, have no blood relationship that would preclude marriage in the State of Florida, are of the age of legal majority, are jointly responsible for each other’s common welfare, share financial interdependence and mutual obligation akin to those of marriage. Domestic Partners shall be considered married individuals or spouses for the purpose of the Condominium Documents.

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

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

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

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

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

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

1 **1.26 “Information service”** means the offering of a capability for generating, acquiring,
2 storing, transforming, processing, retrieving, using, or making available information via
3 communications services, including, but not limited to, electronic publishing, web-hosting service,
4 and end-user 900 number service. The term includes data processing and other services that allow
5 data to be generated, acquired, stored, processed, or retrieved and delivered by an electronic
6 transmission to a purchaser whose primary purpose for the underlying transaction is the processed
7 data or information. The term does not include video service.

8 **1.27 “Internet access service”** has the same meaning as ascribed to the term “Internet
9 access” by s. 1105(5) of the Internet Tax Freedom Act, 47 U.S.C. s. 151 note, as amended by Pub.
10 L. No. 110-108.

11 **1.28 “Insurable Event”** as described in the Act, has the same meaning as Casualty, as
12 defined in Article 1.9 of this Declaration.

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

21 **1.30 “Invitee” or “Licensee”** means a Person or Persons expressly or impliedly allowed
22 entry onto the Condominium Property for the purpose of conducting business with or providing
23 services to a Unit or a Unit’s Occupant, or otherwise entering the Condominium Property at the
24 expressed or implied consent of the Unit Owner or Unit Occupant, including, but not limited to,
25 contractors, workmen, delivery persons, domestic assistants and health care assistants. Tenants,
26 Guests, Family members, and Occupants are Invitees.

27 **1.31 “Lakes” or “the Lakes”** means Wiggins Lakes Condominium.

28 **1.32 “Lease” or “Leasing”** when used in the context of the renting of Units, means the
29 grant by a Unit Owner of a right of use of the Owner’s Unit for consideration. Leasing shall be
30 construed to include any licensing or other arrangement with a third party where Persons other
31 than the Unit Owner are permitted to occupy the Unit for the payment of consideration to any
32 party. Any Person who qualifies as a Tenant as described in Article 1.54 shall be deemed to be
33 leasing a Unit.

34 **1.33 “Lien for Charges”** means a lien, which is recorded to secure a Charge.

1 **1.34 “Limited Common Elements”** means those Common Elements or Association
2 Property, which are reserved for the use of a certain Unit or Units to the exclusion of all other
3 Units, as specified in this Declaration. References in this Declaration to Common Elements include
4 all Limited Common Elements, unless the context would prohibit, or it is expressly provided
5 otherwise. Whenever a portion of the Condominium Property naturally and exclusively services a
6 particular Unit or group of Units, and where the area in question lies outside of the boundaries of
7 the Unit, the delegation by this Declaration of Maintenance responsibility for the area by or at the
8 expense of the benefiting Unit Owner(s) shall serve to define the area as a Limited Common
9 Element.

10 **1.35 “Limited Common Expenses”** means those expenses affiliated with the
11 Maintenance of a Limited Common Element, the costs of which are assessed only against the
12 benefiting Unit Owner(s), as authorized by the Act, if so provided in this Declaration.

13 **1.36 “Maintenance” or “Maintain”** means, unless the context of a provision in the
14 Condominium Documents requires otherwise, required cleaning, heavy cleaning, painting where
15 applicable, routine maintenance, ongoing maintenance, preventative maintenance, as well as repair
16 and replacement. The term “maintenance” does not include Repair After Casualty, unless the
17 context of a provision in the Condominium Documents requires otherwise. Whenever a Unit
18 Owner is obligated by the Condominium Documents or law to maintain, repair, or replace portions
19 of the Condominium Property, the Board has the authority to establish reasonable standards for
20 such maintenance, repair, or replacement, including mandating maintenance, repair, or
21 replacement of said items, when the Board deems same are reasonably necessary, and the Board
22 may likewise adopt specifications for replacement components, without need for Unit Owner
23 approval, notwithstanding any provision in this Declaration to the contrary.

24 **1.37 “Management”** means the licensed Community Association Manager and/or
25 Community Association Management Firm, employed or contracted by the Association to assist
26 the Board and its Officers in the day-to-day operation of the Association. There is no requirement
27 for the retention of Management.

28 **1.38 “Master Declaration”** means that Declaration of Protective Covenants for
29 Wiggins Lakes, originally recorded at O.R. Book 1551, Page 820 *et seq.*, of the Public Records of
30 Collier County, Florida, as amended from time to time.

31 **1.39 “Material Alteration or Substantial Addition”** means to palpably or perceptively
32 vary or change the use, form, shape, elements, or specifications of a Building or other portions of
33 the Common Elements from its original design or plan, or existing condition, in such a manner as
34 to appreciably affect or influence its function, use or appearance.

35 **1.40 “Member”** means the record Owner(s) of legal title to a Unit.

1 **1.41 “Occupant”** when used in connection with a Unit, means a Person who is
2 physically present in a Unit for two (2) or more consecutive days, including staying overnight for
3 one (1) night.

4 **1.42 “Occupy”** when used in connection with a Unit, means the act of staying in the
5 Unit for two (2) or more consecutive days, including an overnight stay of at least one (1) night.

6 **1.43 “Officer”** means the executive Officers and Assistant Officers (if any) appointed
7 by the Board as provided in the Bylaws.

8 **1.44 “Owner Insurance Elements”** means those portions of the Condominium
9 Property excluded by the Act from Association insurance obligation, and shall include all Owner
10 personal property and any alterations or additions to the Condominium Property that are not
11 insured by the Association’s insurance policy. Owner Insurance Element shall not be considered
12 part of the Insurable Improvements for the purposes of this Declaration.

13 **1.45 “Person”** means any individual or representative of an entity, including Unit
14 Owners, Family members, Tenants, Guests, Occupants, Licensees, and Invitees. Whenever the
15 word “Person” is used to require, prohibit, or prescribe certain conduct, the Owner of the Unit with
16 which such Person is affiliated is responsible for ensuring such Person’s compliance with the
17 Condominium Documents.

18 **1.46 “Plats”** means all legal descriptions, site plans, surveys, and graphic depictions of
19 record describing the Condominium Property. The Plats or portions thereof are attached,
20 summarized, or shown with illustrative examples in Exhibit “A” to this Declaration. All Plats of
21 record are incorporated by reference whether or not attached or separately described. The Plats
22 may not reflect the actual configuration or use of the Condominium Property, as deviations from
23 original as-built conditions or uses may have been made over time.

24 **1.47 “Policies and Procedures”** means the policies of the Board adopted in writing
25 from time to time, including those documented in minutes of the Board or correspondence issued
26 under the authority of the Board. Policies and Procedures are part of the Rules and Regulations,
27 and hence part of the Condominium Documents.

28 **1.48 “Preserve One”** means Wiggins Preserve Condominium One.

29 **1.49 “Preserve Two”** means Wiggins Preserve Condominium Two.

30 **1.50 “Primary Occupant”** means one (1) or more natural person(s) designated for
31 occupancy of a Unit when title to the Unit is held in the name of two (2) or more Persons who are
32 not spouses, or when title is held by a trust, corporation or other entity which is not a natural
33 person, except where the context clearly indicates otherwise, the term “Owner” includes “Primary
34 Occupant.” Tenants may not be designated as Primary Occupants.

1 **1.51 “Repair After Casualty”** means the removal, reinstallation, demolition, repair, or
2 replacement of the Insurable Improvements after an Insurable Event.

3 **1.52 “Resident”** means any Person who is occupying a Unit for thirty (30) days, whether
4 or not consecutive, in any calendar year and includes, as applicable, Owners, Tenants and members
5 of their respective Families who reside in the Unit.

6 **1.53 “Rules and Regulations”** means those rules and regulations promulgated by the
7 Board, concerning the transfer, use, appearance, maintenance, and occupancy of the Units,
8 Common Elements, Limited Common Elements, and Association Property, and the administration
9 and operation of the Association (including Policies and Procedures), subject to any limitations
10 contained in this Declaration.

11 **1.54 “Tenant” or “Lessee”** means a Person occupying a Unit, other than the Owner
12 where said occupancy by the non-Owner involves consideration, including, but not limited to, the
13 payment of money, the exchange of goods or services, or the provision of direct economic or
14 indirect economic benefit, including tax benefits and the furtherance of business interests,
15 including, but not limited to, use of a Unit as an employee or customer rewards or incentive, or a
16 charity auction or similar prize, or use of the Unit as part of any type of “home exchange”
17 arrangement. The term “Tenant” shall be used interchangeably with “Lessee.”

18 **1.55 “Unit”** means a part of the Condominium Property subject to exclusive ownership.

19 **1.56 “Unit Owner” or “Owner”** means the record Owner of a Condominium Parcel.
20 Wherever a portion of the Condominium Documents, including the Rules and Regulations,
21 proscribes, restricts, prohibits, governs or requires that a “Unit Owner” take or refrain from taking
22 any action, or engage or refrain from engaging in any conduct, or providing for liability to the
23 Association arising from such acts or conduct or the failure to take required action or engage in
24 required conduct, the term Unit Owner is deemed to include, unless the context specifically
25 suggests otherwise, the Unit Owner’s Family, Tenants, Residents, Occupants, Guests, Licensees
26 and Invitees, and as may be applicable, the Family members of such Person, as well as employees
27 or agents of such Persons.

28 **1.57 “Utility” or “Utility Services”** as used in the Act and as construed with reference
29 to the Condominiums, and as used in the Condominium Documents, includes but is not limited to,
30 potable water, irrigation, electric power, gas, hot and cold water, heating, refrigeration, video and
31 Communications Services (including, but not limited to, cable, satellite or other television,
32 telephone or other voice services, and wi-fi or any other internet or computer service), air
33 conditioning, garbage disposal, and sewage disposal.

34 **1.58 “Voting Interests of the Association”** means the arrangement established in the
35 Condominium Documents by which the Owners of each Unit collectively are entitled to one (1)
36 vote in the Association matters. There are 212 Units, so the total number of Voting Interests of the

1 Association is 212. Matters affecting the entire Association (all Condominiums), as determined by
2 the Board of Directors, shall be decided by the Voting Interests of the Association. By way of
3 example, but not limitation, the election of Directors, the recall of Directors, the waiver of financial
4 reporting requirements, alterations of Association Property, certain alterations of Common
5 Elements, certain amendments to the Declaration of Condominium, amendments to the Articles of
6 Incorporation, and amendments to the Bylaws, are decided by the Voting Interests of the
7 Association. Determining whether a voting item involves the Voting Interests of the Association
8 as opposed to the Voting Interests of the Condominium, shall be determined in the sole discretion
9 of the Board. In the event the term "Voting Interest" is used in the Condominium Documents, it
10 shall be presumed to mean Voting Interests of the Association, unless the term Voting Interests of
11 the Condominium is specified.

12 **1.59 "Voting Interests of the Condominium"** means those voting items which are to
13 be considered for vote by the Unit Owners in individual Condominiums per this Declaration and
14 in accordance with the Class Quorum and Voting procedures specified in Article 2.11 of the
15 Bylaws. There are 84 Voting Interests of the Condominium in the Lakes, 32 Voting Interests of
16 the Condominium in Preserve One, and 96 Voting Interests of the Condominium in Preserve Two.
17 Determining whether a voting item is a matter involving the Voting Interests of the Condominium,
18 as opposed to Voting Interests of the Association shall be determined in the sole discretion of the
19 Board. In the event the term "Voting Interest" is used in the Condominium Documents, it shall be
20 presumed to mean Voting Interests of the Association, unless the term Voting Interests of the
21 Condominium is specified.

22 **1.60 "Wiggins Lakes Property"** means the Condominium Property of all three (3)
23 Condominiums, and the Association Property.

24 **2. STATEMENT OF CONDOMINIUM DECLARATION.** On August 14, 1990, McCoy
25 Development, Inc., a Delaware corporation, submitted the property described above as Wiggins
26 Lakes Condominium to condominium ownership in accordance with Florida Statutes. On February
27 2, 1994, McCoy Development, Inc., a Delaware corporation, submitted the property described above
28 as Wiggins Preserve Condominium One to condominium ownership in accordance with Florida
29 Statutes. On October 28, 1994, McCoy Development, Inc., a Delaware corporation, submitted the
30 property described above as Wiggins Preserve Condominium Two to condominium ownership in
31 accordance with Florida Statutes.

32 **3. CONDOMINIUM NAMES.** The names by which these Condominiums are identified is
33 "Wiggins Lakes Condominium," "Wiggins Preserve Condominium One," and "Wiggins Preserve
34 Condominium Two."

35 **4. UNIT IDENTIFICATION.** The identification of each Unit shall be by number and shall
36 be as indicated on the Plats. As this Declaration does not create a new Condominium, nor merge
37 the three (3) Condominiums operated by the Association, all conveyances of Condominium
38 Parcels shall contain legal descriptions based upon the originally recorded Declaration of

- 1 Condominium, as specified in the Recitals of this Declaration, and as same have been subsequently
 2 amended, including amendments contained in this Declaration, and any future amendments or the
 3 exhibits.

Name of Condominium	Number of Units/Buildings	Street Address	Building Nickname/Phase
Wiggins Lakes Condominium (Also known as/referred to as the “Lakes”)	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

4

Wiggins Preserve Condominium One (Also known as/referred to as Preserve One and also 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 (Also known as/referred to as Preserve Two and also the “Coach Homes”)	96 Units 24 Bldgs./ 4 Units Each	752 Wiggins Lake Dr.	Building 752
		431 Wiggins Lake Ct.	Building 431
		434 Wiggins Lake Ct.	Building 434
		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

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		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		

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

6. VOTING RIGHTS; OWNERSHIP OF COMMON ELEMENTS.

6.1 Voting Rights. The voting rights of the Owner of each Unit is 1/212th (one Voting Interest per Unit) for Association matters and 1/84th for the Lakes, 1/32nd for Preserve One, and 1/96th for Preserve Two for individual Condominium voting issues. Voting rights may be suspended pursuant to the terms of the Condominium Documents and/or Florida law. Suspension of voting rights shall not affect the basis for which Common Expenses are shared or Common Elements and Common Surplus owned. However, suspended Voting Interests are subtracted from the total number of votes required when calculating any required vote or quorum during the period for which said Voting Interest is suspended.

6.2 Sharing of Common Expense. The sharing of Common Expenses and ownership of Common Elements and Common Surplus shall be on a 1/84th basis for the Lakes, 1/32nd basis for Preserve One, and 1/96th basis for Preserve Two for Common Expenses of the Condominium and a 1/212th basis for Common Expenses of the Association.

6.3 No Partition. The undivided share of ownership of the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or separately hypothecated. As long as the Condominiums exist, the Common Elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned by a Unit Owner, pledged or transferred except as an appurtenance to the Units.

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

7.1 Utilities, Traffic and Support. Each of the following easements is a covenant running with the land and notwithstanding any of the other provisions of this Declaration may not

1 be substantially amended or revoked in such a way as to unreasonably interfere with their proper
2 and intended use and purpose, and shall survive the termination of the condominium and the
3 exclusion of any lands from the Condominium Property, to-wit:

4 **7.1.1 Utilities.** Easements as may be required for Utility Service in order to
5 adequately serve the Condominium Property; provided, however, easements through a Unit shall
6 be only according to the plans and specifications for the Building or as the Building is actually
7 constructed, unless approved, in writing, by the Unit Owner.

8 **7.1.2 Pedestrian and Vehicular Traffic.** Easements for pedestrian traffic over,
9 through and across sidewalks, paths, lanes and walks, as the same may from time to time exist,
10 upon the Common Elements; and for the vehicular traffic over, through and across such portions
11 of the Common Elements as may be from time to time paved and intended for such purposes.

12 **7.1.3 Support.** Every portion of a Unit contributing to the support of the Building
13 or an adjacent Unit shall be burdened with an easement of support for the benefit of all other Units
14 and Common Elements in the Building.

15 **7.2 Easement in Common Elements.** The Common Elements shall be, and the same
16 are hereby declared to be, subject a perpetual nonexclusive easement in favor of all of the Unit
17 Owners for their use and the use of their immediate families, guests and invitees, for all proper and
18 normal purposes and for the furnishing of services and facilities for which the same are reasonably
19 intended for the enjoyment of the Unit Owners.

20 **7.3 Right of Access to Units.** The Association has the irrevocable right of access to
21 each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of
22 any Common Elements or for making emergency repairs which are necessary to prevent damage
23 to the Common Elements or to another Unit or Units.

24 **7.4 Easements for Encroachments.** In the event that any Unit shall encroach upon
25 any of the Common Elements for any reason not caused by the purposeful or negligent act of the
26 Unit Owner or agents of such Unit Owner, then an easement appurtenant to such Unit shall exist
27 for the continuance of such encroachment into the Common Elements for so long as such
28 encroachment shall naturally exist; and, in the event that any portion of the Common Elements
29 shall encroach upon any Unit, then an easement shall exist for the continuance of such
30 encroachment of the Common Elements into any Unit for so long as such encroachment shall
31 naturally exist.

32 **7.5 Air Space.** An exclusive easement for the use of the air space occupied by a Unit
33 as it exists at any particular time and as the Unit may lawfully be altered.

34 **7.6 Easements or Encroachments for Units.** Easements or encroachments by the
35 perimeter walls, ceilings and floor surrounding each Unit.

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1 **7.7 Easement for Overhangs.** Easement for overhanging troughs or gutters,
2 downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over Units.

3 **7.8 Easement for Air Space in Common Elements.** An exclusive easement for the
4 use of the area and air space occupied by the air conditioning compressor and the equipment and
5 fixtures appurtenant thereof, situated in or on Common Elements but exclusively serving and
6 individually owned by the Unit Owner, as the same exist in and on the land, which exclusive
7 easement shall be terminated automatically in any air space which is permanently vacated by such
8 air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided,
9 however, that the removal of same for repair or replacement shall not be construed to be a
10 permanent vacation of the air space which it occupies.

11 **7.9 Easement for Adjoining Property.** Mutual and reciprocal easements for ingress,
12 egress, parking, drainage, and utilities over, under and across the Condominium Property have
13 been created by the Developer for the benefit of all lands within the Wiggins Lakes Property.

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

17 **8.1 Boundaries.** Each Unit shall have as its boundary the interior plans of the
18 undecorated, finished surfaces of the ceilings, floors and perimeter walls bounding the Unit,
19 extended to intersect with each other. The Unit Owner may use the interior of the perimeter walls
20 for nails and other fasteners to support furnishings, fixtures, and decorations.

21 **8.2 Boundaries - Further Defined.** Except as provided below, the boundaries of the
22 Unit shall not include all of those spaces and improvements lying outside of the planes of the
23 undecorated finished inner surfaces of the perimeter walls and those surfaces above the planes of
24 the undecorated finished ceilings of each Unit, and those surfaces below the planes of the
25 undecorated finished floors of each Unit, and further, shall not include those spaces and
26 improvements lying between the planes of the undecorated finished surfaces of all interior bearing
27 walls and bearing partitions, and further, shall exclude all pipes, ducts, wires, conduits and other
28 utilities running through any interior wall or partition for the furnishing of utility services to any
29 Unit or the Common Elements. Each Unit shall include the cabinets in the walls, and the electric
30 receptacles and switches exclusively serving such Unit. Any damage caused to the Unit or the
31 Common Elements or any property stored therein by using this storage area shall be at the sole
32 expense of the Unit Owner. In those Units where attic storage access is provided, a Unit Owner
33 may use the crawl space for storage at the Unit Owner's risk. Any damage caused to the Unit or
34 the Common Elements or any property stored therein by using this storage area shall be at the sole
35 expense of the Unit Owner.

36 **8.2.1 Lakes Lanais.** Each Unit shall include as an appurtenant Limited Common
37 Element, as indicated on the Plats, a lanai. The boundaries of the lanai shall be as follows: All

1 lower and perimetrical boundaries shall be the same as set forth above; however, should a
2 perimetrical boundary be a railing, then the Unit shall include the railing and the boundary shall
3 be the exterior surface of the railing. Subject to the right of the Association to control the finishes,
4 types and colors of floor coverings, maintenance of the finished floor of the lanai shall be borne
5 by the Unit owner to which the lanai is appurtenant Each lanai is a Limited Common Element
6 appurtenant to the Unit which it abuts and is for the exclusive use of the owners of the abutting
7 Unit, provided, however, no Unit Owner shall paint or otherwise decorate or change the
8 appearance of any exterior portion of the Condominium Property.

9 **8.2.2 Preserve One and Two (Coach Homes) Lanais.** Each Unit shall have a
10 screen enclosed lanai as an appurtenant Limited Common Element for the exclusive use of the
11 Unit Owner. The lower and upper boundaries of the lanai shall be as aforescribed and the
12 perimeter boundaries shall be the finished interior surface of the walls and screen enclosure
13 surrounding the same. In order to maintain a compatible and harmonious exterior appearance for
14 the entire Condominium, a Unit Owner shall not change the exterior appearance of the lanai or
15 place any floor coverings on the lanai without the express prior written consent of the Association,
16 or as provided in the Rules.

17 **8.2.3 Windows and Doors.** A Unit shall include, as indicated on the Plats,
18 windows, doors, millwork, railings, and screens in the perimetrical boundaries of the Unit.

19 **8.2.4 Lakes Stairways.** Stairways, including landings, balconies, and walkways,
20 serving second floor Units are Limited Common Elements appurtenant to the Units which they
21 abut and serve.

22 **8.2.5 Lakes Parking Facilities.** All parking facilities for the Units are located in
23 the parking areas adjacent or proximate to the Buildings. Each Unit shall be assigned the use of
24 one (1) carport and one (1) outdoor space.

25 **8.2.6 Preserve One and Two (Coach Homes) Parking Spaces.** Each Unit shall
26 have a garage parking space (as shown on the Plats) as a Limited Common Element appurtenant
27 to the Unit. The Unit Owner will be responsible for the maintenance and repair of the overhead
28 door.

29 **8.3 Exclusive Use.** Each Unit Owner has the exclusive use of his or her Unit.

30 **8.4 Appurtenances.** The ownership of each Unit includes, and there shall pass with
31 each Unit as appurtenances thereto whether or not separately described, all of the rights, title and
32 interest including but not limited to:

33 **8.4.1 Common Elements.** An undivided share of the Common Elements, such
34 undivided share to be that proportion set forth in Article 6.

1 **8.4.2 Easements** for the benefit of the Unit. Provided, however, that the
2 Association may suspend the right to use Common Elements or Association Property and suspend
3 other rights or services as permitted by the Act.

4 **8.4.3 Association Membership** and interest in funds and assets held by the
5 Association, provided that funds of the Association are not divisible and may not be separately
6 hypothecated and further provided that the Association may suspend voting rights and other
7 incidents of membership as provided by the Act.

8 **8.4.4 Limited Common Elements.** The right to exclusive use of the Limited
9 Common Elements or Association Property designated by this Declaration.

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

13 **9.1 Association Maintenance, Repair, and Replacement Obligation.** The
14 Maintenance of all Common Elements and Association Property shall be performed by the
15 Association, and the cost is a Common Expense, except as may otherwise be specifically noted
16 with respect to Limited Common Elements. The Board has the authority to declare Units in the
17 Condominiums not available for occupancy, or other portions of the Condominium Property or
18 Association Property not available for use, when, in the reasonable discretion of the Board, it is
19 determined that the property cannot be safely inhabited or used, or when the property cannot be
20 used for its intended purposes due to required Maintenance or Repair After Casualty of the
21 Condominium Property. In such cases, the Association shall not be liable to any Unit Owner or
22 any other Person for alternative housing costs, lost rent, loss of use, or any other expense or claim.

23 **9.1.1 General Exterior and Structural Maintenance.** Except as provided
24 otherwise herein, the Association's Maintenance responsibility includes, but is not limited to,
25 exterior painting and waterproofing (including caulking), structural Maintenance of the Buildings,
26 roofing, Maintenance of parking facilities, and general exterior Maintenance, but does not include
27 Maintenance of windows, sliding glass doors, hurricane shutters, any other exterior item for which
28 Maintenance responsibility is conferred upon the Unit Owner under Article 9.2, nor any alteration
29 or addition to the Condominium Property made by a Unit Owner or his or her predecessors in title,
30 nor any portions of the Condominium Property exposed to the elements or any structural element
31 for which this Declaration delegates responsibility to the Unit Owner.

32 **9.1.2 Plumbing and Electrical.** The Association's Maintenance responsibility
33 includes, except as may be specifically otherwise provided to the contrary, without limitation, all
34 electrical conduits and installations located from (but not including) the Unit circuit breaker
35 outward; electrical conduits and installations located within or outside a Unit for the furnishing of
36 Utility Services to another Unit, more than one (1) Unit, or the Common Elements; plumbing
37 fixtures and installations located within or outside a Unit for the furnishing of Utility Services to

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another Unit, more than one (1) Unit, or the Common Elements. The Association's Maintenance responsibility does not include electrical fixtures, switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within the Unit and serving only that Unit, or facilities outside the Unit where this Declaration delegates responsibilities to Unit(s) served by said items being the Maintenance responsibility of the Unit Owners.

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

9.1.4 Incidental Damage. If, in connection with the discharge of its Maintenance responsibilities, the Association must remove, disassemble, or destroy portions of the Condominium Property which the Unit Owner is required to Maintain, the Association is responsible for reinstallation or replacement of that item, including cabinetry, drywall and moldings, to its unfinished state, and specifically excluding floor coverings, wall coverings, ceiling coverings, paint, wallpaper, paneling, and other finishes, and further provided that the Association's obligations are limited to the replacement of items that were part of the Condominium Property as originally installed by the Developer, or replacements thereof of like kind and quality, and except in cases of Casualty repair, or repair of damage caused by a covered cause of loss under the Association's applicable insurance policy, which shall be governed by Article 13 of this Declaration and the Act. When a Building component which has been damaged or destroyed in connection with the Association's work must be replaced with an upgraded component to comply with current laws, ordinances, or codes, the Unit Owner is responsible for the additional costs, secured by a Lien for Charges, for the amount by which the upgraded component exceeds the cost of a like kind replacement. Repair or replacement of all upgrades or additions, even if made by a predecessor in title, shall be the responsibility of the Unit Owner, specifically including, but not limited to, hurricane shutters which the Association must remove in connection with the Maintenance of a Building, although the Association may have shutter removal and/or reinstallation work performed by its contractor, and the Unit Owner will be responsible for reimbursement to the Association as a Charge. It is the intent of this provision to incorporate Section 718.113(5)(e) of the Act.

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

9.2.1 Windows. The Unit Owner shall Maintain the window installations originally installed by the Developer or subsequent replacements thereof. The Unit Owner's Maintenance responsibility includes the window frame and encasement, the plate glass, balance rods, and all caulking thereof. The Unit Owner is responsible for window locking and opening mechanisms, the windowsill and glass breakage due to any cause, unless otherwise covered by

insurance. The Owner is responsible for exterior caulking when a window is installed. Thereafter, exterior caulking around the windows, in connection with the Association's general exterior waterproofing program, is the responsibility of the Association.

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

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

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

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

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

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

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

9.2.9 Electrical, Plumbing, and Mechanical Fixtures. The Unit Owner shall Maintain the electrical, mechanical and plumbing fixtures and outlets (including connections) within a Unit and serving only that Unit including sinks, toilets, tubs, showers, shower pans, and all related fixtures and installations.

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

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

1 discharge lines to the point of termination or connection to another discharge (even if exterior to
2 the Unit).

3 **9.2.12 Floor Coverings.** The Unit Owner shall Maintain carpeting and other floor
4 covering (including lanai areas).

5 **9.2.13 Other Equipment and Fixtures.** The Unit Owner shall Maintain all other
6 equipment or fixtures located or contained entirely within a Unit which serve only that Unit, as
7 well as telephone lines and apparatus from the point where a line or apparatus serves only that
8 Unit, and cable television lines and apparatus from the point where said lines or apparatus serve
9 only that Unit, no matter where located.

10 **9.2.14 Plumbing (Incoming).** The Unit Owner shall Maintain all incoming
11 plumbing from (and including) the shutoff valve (at hot water) inward.

12 **9.2.15 Plumbing (Outgoing).** The Unit Owner shall Maintain outbound plumbing
13 until the point of exit from the Unit boundary. Provided, however, that the Unit Owner is
14 responsible for the remediation of clogged pipes or drains, where the source of blockage or
15 obstruction originates from the Unit, even if the area where the blockage or obstruction is located
16 is outside of the Unit boundary.

17 **9.2.16 Mailboxes.** The Unit Owner shall Maintain locking and opening equipment
18 for mailboxes. The mailboxes shall otherwise be Maintained by the Association.

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

25 **9.3 Lanais.** The Unit Owner who owns or has the right to the exclusive use of a lanai
26 is responsible for the Maintenance of: lanai floor coverings (the Board may prohibit certain types
27 of floor coverings, adopt specifications for permissible flooring on lanais, and require the removal
28 of existing coverings when necessary for the structural preservation of a Building); storm shutters
29 and other enclosures; fixed and/or sliding glass doors and affiliated framing and hardware thereof;
30 screens, screen frames and railings; the wiring, electrical outlet(s) and fixture(s) on or servicing
31 the lanai; ceiling fans; and the replacement of light bulbs. The Association is responsible for
32 structural Maintenance of lanai floors, ceilings, and the Building walls enclosed by the lanais. The
33 Owner is responsible for caulking when sliding glass doors are installed. Thereafter, exterior
34 caulking of the sliding glass doors, in connection with the Association's general exterior
35 waterproofing program, and when the sliding glass door is exposed to the elements, is the
36 responsibility of the Association. Unit Owners may not puncture (by nails, hooks, screws or

otherwise) lanai floors, walls, or ceilings, without obtaining the prior written approval of the Board. Unit Owner are responsible, with Board approval, to paint the lanai walls and ceilings subject to the conditions of uniformity of appearance (including, but not limited to, color and texture) as determined by the Board, at his or her own expense. Hot tubs, spas, saunas, tanning beds, and similar apparatus, whether or not affixed to the realty, are prohibited on lanais or within Units.

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

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

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

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- Restrictions as to hours and days of work;
- Imposition of time limits in which jobs must be completed and prohibitions against major renovations during certain times of year.
- Restrictions regarding equipment that may be parked or stored on or near the Wiggins Lakes Property during construction.
- Restrictions regarding the transport and storage of materials and supplies necessary for the construction to be performed.

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

9.6 Modifications, Alterations, or Structural Work by Unit Owners. No Owner may make or permit the making of any modifications or alterations to any portion of his or her Unit visible from the exterior of his or her Unit, or in any manner change the appearance of any portion of the Common Elements, undertake any structural work, or undertake any structural modification or alteration, without first obtaining the written consent of the Board, which consent shall be denied if the Board determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominiums in part or whole. "Structural" work, modifications or alterations include, but are not limited to: relocation of existing electrical, plumbing, ductwork, air conditioning or heating installations; relocation of existing fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges; the removal or modification of any partition, door, window or screen; raising ceilings; or relocating kitchen or bathroom cabinetry. For purposes of this provision, the term "structural" work shall also include the addition, removal, or relocation of any ductwork, plumbing line or fixture, any

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1 electrical line or fixture, or the removal, modification or creation of any interior partition.
2 Replacement of cabinetry, appliances and fixtures, with substantially equivalent installations in
3 the same location, shall not be deemed “structural” and shall not require approval of the
4 Association, unless a building or other permit is required. Further, “structural” work, modifications
5 or alterations includes any and all work that requires a building permit, an electrical permit, a
6 plumbing permit, a mechanical permit, or similar permit from the appropriate governmental
7 agency, or for which a licensed contractor must be used, whether or not mentioned above.

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

32 **9.7 Additional Unit Owner Responsibility for Modifications or Alterations.** If a
33 Unit Owner (or his or her predecessors in title) makes, or has made any modifications or alterations
34 to the interior or exterior of the Unit, Common Elements, or Limited Common Elements, the Unit
35 Owner (and his or her heirs, successors in title and assigns) shall be financially responsible for the
36 Maintenance, care, preservation, or reconstruction of the modification or alteration and shall
37 execute such documents as the Association may promulgate, if any, accepting said financial
38 responsibility. Insurance of modifications or alterations shall be the responsibility of the Unit
39 Owner, except as may otherwise be provided by this Declaration or the Act. Any modification or
40 alteration to the Condominium Property made by a Unit Owner, specifically including, but not
41 limited to, hurricane shutters, may be required to be removed in connection with the Association’s

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1 Maintenance of the Condominium Property. In such cases, the Unit Owner who installed the
2 modification or alteration (and/or their successors in title) shall be obligated to reimburse the
3 Association for any costs affiliated with removal and/or reinstallation of the item, with said
4 obligation being secured by a right of Lien for Charges of equal dignity to the Common Expense
5 lien created by this Declaration, or alternatively, said Owner may be required to remove and
6 reinstall said modification or alteration, if so determined by the Board. Further, the Association,
7 its contractors and agents, shall not be liable for any damage to the item arising out of its removal
8 and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the
9 Association or its contractor or agent, although the Association may provide for stricter liability
10 standards in contracts with contractors.

11 **9.8 Material Alterations or Substantial Additions by Association.** Except as may be
12 provided elsewhere in this Declaration to the contrary, there shall be no Material Alteration or
13 Substantial Addition to the Common Elements or Association Property, which is real property by
14 the Association, except as authorized by the Board. Provided, however, that if any such Material
15 Alteration or Substantial Addition to real property which is Association Property requires or
16 obligates the expenditure of Association funds of more than two percent (2%) of the Association's
17 total budget for the fiscal year in which the work is authorized, including reserves, the Board shall
18 obtain approval of at least two-thirds (2/3^{rds}) of the Voting Interests of the Association present (in
19 person or by proxy) and voting at a duly noticed meeting at which a quorum has been attained, or
20 by written agreement of at least two-thirds (2/3^{rds}) of the Voting Interests of the Association.
21 Material Alterations or Substantial Additions to the Common Elements of individual
22 Condominiums shall be authorized as follows: the Board of Directors may authorize any Material
23 Alteration or Substantial Addition which does not exceed two percent (2%) of the total budget for
24 the Condominium for which the Material Alteration or Substantial Addition is proposed. Any
25 Material Alteration or Substantial Addition to Common Elements of a Condominium exceeding
26 that amount shall be approved by at least two-thirds (2/3^{rds}) of the Voting Interests of the
27 Condominium present (in person or by proxy) and voting at a meeting of the Association at which
28 a Class Quorum has been obtained. Notwithstanding the foregoing, if any Material Alteration or
29 Substantial Addition to Common Elements of an individual Condominium (excepting those which
30 are less than two percent (2%) of the Budget and which may be authorized by the Board) are visible
31 from the exterior from the premises of any other Condominium, such Material Alterations or
32 Substantial Additions shall be approved by two-thirds (2/3^{rds}) of the Voting Interests of the
33 Association present (in person or by proxy) and voting at a meeting of the Association at which a
34 quorum has been attained, or by written agreement of two-thirds (2/3^{rds}) of the entire Voting
35 Interests of the Association, even in classes where the expenses of such Material Alteration or
36 Substantial Addition is allocated as a Common Expense of the Condominium. Necessary
37 maintenance of the Common Elements or Association Property, regardless of the level of
38 expenditure, is the responsibility of the Board. Cellular antennae and similar apparatus and
39 apparatus to provide Communications Services as provided in Article 1.16, may be placed on the
40 Condominium Property as authorized by the Board, subject to approval of any other entity that
41 may be required.

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

Unit Owners are responsible for the regular inspection of their Units, maintaining appropriate temperature and humidity control to prevent mold, and to promptly report to the Association any damage to the Condominium Property that is visible from within the Unit or its appurtenant Limited Common Elements, or any other conditions which are relevant to the Association's performance of any Maintenance responsibilities required by the Condominium Documents.

In the event any event, condition, or malfunction poses an immediate threat to safety or where damage to a Building must be stopped or mitigated on an emergency basis, the Association may, but is not obligated to, enter Unit(s) without prior notice to the Owner(s) and take reasonable action to mitigate or prevent further damage. Without limitation the Association may take action to stop

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1 water discharges and initiate “dry-out” procedures, as agent for the Unit Owner, and at the Unit
2 Owner’s expense when portions of the Condominium Property which are the Maintenance
3 responsibility of the Unit Owner are involved, secured by a Lien for Charges.

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

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

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

17 **9.10 Combination of Units.** Units may not be combined into a single living space, nor
18 may the area of one (1) Unit be used as living or use space of another Unit.

19 **9.11 Hurricane Protection.** “Hurricane protection” means hurricane shutters, impact
20 glass, code-compliant windows or doors, and other code compliant hurricane protection products
21 used to preserve and protect the Condominium Property or Association Property. The Board shall
22 adopt hurricane protection specifications for the Condominiums, which includes color, style, and
23 other factors deemed relevant by the Board. All specifications adopted by the Board shall comply
24 with the applicable building code. The Board may not refuse to approve the installation or
25 replacement of hurricane protection by a Unit Owner which conforms to the specifications adopted
26 by the Board. However, the Board may require the Unit Owner to adhere to an existing unified
27 building scheme regarding the external appearance of the Condominium.

28 All hurricane protection must conform to the guidelines and specifications adopted or approved
29 by the Board and must conform to the current building codes or the applicable building codes at
30 the time of installation, whichever is later. All hurricane protection and all installations of
31 hurricane protection must be approved by the Board prior to installation. The Unit Owner must
32 submit to the Board: detailed engineering or architectural plans and drawings; State of Florida or
33 County Approval for each product; material safety data sheets; literature from the manufacturer of
34 each product outlining the product’s specifications, safety rating and intended use; samples of
35 materials and products; copies of executed contracts for installation; copies of all licenses and
36 proof of insurance from contractors performing the installation with insurance certificates naming
37 the Association as an additional insured; and copies of all building permits.

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1 Unit Owners are responsible for the installation (should they choose to do so or if mandated as
2 provided by the Act), operation, and Maintenance of hurricane protection on windows, doors
3 (including sliding glass doors), and all exterior openings or apertures servicing the Unit. The
4 Association's authority to install hurricane protection shall be subject to the provisions of the Act.
5 The installation, maintenance, repair, replacement, and operation of hurricane protection in
6 accordance with this Declaration and the Act is not considered a Material Alteration or Substantial
7 Addition to the Common Elements or Association Property. Costs of installation by the
8 Association, if approved in accordance with the Act, shall be assessed or charged, and credits
9 given, as provided in the Act.

10 ~~**9.12—Electric Vehicle Charging and Natural Gas Fuel Stations.** The Board, without~~
11 ~~a vote of the Unit Owners and without regard to Article 9.8 of this Declaration, may install a~~
12 ~~common charging or natural gas fuel stations and may set the terms and conditions of its use,~~
13 ~~including use fees. Individual charging or natural gas fuel stations installed by Unit Owners shall~~
14 ~~be administered as provided in the Act and subject to Rules of the Board.~~

15 ~~**9.12.1 Electric Car Charging Stations: Installation, Maintenance and Use.** The~~
16 ~~installation, maintenance, and use of electric car charging stations by Unit Owners at Wiggins~~
17 ~~Lakes Property shall be subject to the following:~~

18 ~~No electric car charging station or similar apparatus ("charging stations"), or any component~~
19 ~~thereof, may be placed, installed, constructed, or used by a Unit Owner, unless adjacent to the Unit~~
20 ~~Owner's assigned parking space, and after having received the prior written approval of the Board.~~
21 ~~Charging stations may not be installed in any other area of the Condominiums, except by the~~
22 ~~Association.~~

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

26 ~~The Unit Owner and each successive Unit Owner shall, for as long as they are an Owner, be~~
27 ~~responsible for the following:~~

28 ~~**9.12.1.1**—The cost of electricity associated with the charging station,~~
29 ~~installation, maintenance, removal, repair, and replacement of any sub meters necessary to~~
30 ~~measure the electricity use associated with the car charging station, which shall be subject to~~
31 ~~written allocation agreement between the Unit Owner and the Association.~~

32 ~~**9.12.1.2**—All costs for damage to any persons or property, real or~~
33 ~~personal, resulting from the installation, maintenance, repair, removal, operation, or replacement~~
34 ~~of the charging station.~~

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

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

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

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

The Association has a continuing lien on each Condominium Parcel for any unpaid Assessments (including Special Assessments) and Charges on such parcel, with interest, late fees and for reasonable attorneys' fees, as well as costs and expenses of collection incurred by the Association incident to the collection of the Assessment or enforcement of the lien, including, but not limited

1 to, fees, costs, or expenses incurred in an appeal, in a bankruptcy, in litigating the amount of fees
2 after entitlement thereto has already been determined, and/or in litigating the entitlement to fees.
3 Except as otherwise provided in the Act, no lien may be filed by the Association against a Unit
4 until forty-five (45) days after the date on which a notice of intent to file a lien has been delivered
5 to the Owner, pursuant to the Act. The notice of intent to file a lien includes only those amounts
6 that came due as of the date of said notice. The recorded lien includes the amounts identified in
7 the notice of intent to file a lien along with any additional Assessments (including Special
8 Assessments) or Charges that may have come due since delivery of said notice of intent to file a
9 lien without having to file a separate lien or send a subsequent notice of intent to file a lien.

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

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

1 **10.5 First Mortgagee.** The priority of the Association's lien and the obligation for
2 payment of past due Assessments or other sums due in relation to first mortgagees who obtain title
3 as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Act.

4 **10.6 Certificate of Unpaid Assessments or Charges.** Any Unit Owner has the right to
5 require from the Association a certificate showing the amount of unpaid Assessments or Charges
6 against him or her with respect to his or her Unit. The Association, its agents, and counsel are
7 permitted to charge a fee for preparing such information, in amounts established by the Board, or
8 in a management agreement between the Association and a Community Association Management
9 Firm, or based on reasonable and customary fees charged by legal counsel.

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

21 **10.8 Liens and Encumbrances against Units.** The Association has the right to satisfy
22 any delinquent lien or other security interest against a Unit, including without limitation unpaid ad
23 valorem taxes. The Association has no obligation to satisfy such liens nor ascertain their existence.
24 Prior to paying off a lien against a Unit, the Association shall give the Unit Owner reasonable
25 notice and opportunity to remove the lien. Any such payments made by the Association will be
26 secured by a Lien for Charges.

27 **10.9 Other Remedies.** The Board has the authority to impose such other remedies or
28 sanctions permitted by the Act pertaining to non-payment of monetary obligations to the
29 Association. Without limitation, same include suspension of use rights in Common Elements and
30 Association Property; suspension of voting rights; suspension of the right to serve on the Board;
31 the attachment of rental income; denial of lease approval requests; and acceleration.

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

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Members to the Board is stated in the Bylaws. Without limiting the foregoing, the Association has the following rights and powers:

11.1 Unit and Limited Common Element Access. The irrevocable right of access to each Unit and its appurtenant Limited Common Elements during reasonable hours as may be necessary for the Maintenance of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration, or as necessary to prevent damage to the Common Elements and/or Association Property or to any Unit or Units, or to determine compliance with the terms and provisions of this Declaration, the exhibits annexed hereto, and the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time. A pass key or code must be provided by the Unit Owner to the Association for each Unit entry door and any private access areas, and as may be applicable air conditioning or utility room or closet, storage unit, and any secured parking area. The Association may utilize a master key/entry system. In the event that Unit Owner fails to provide a key or other applicable means of access, the Association shall be entitled (but is not obligated) to use all reasonable and necessary efforts to access the Unit or Limited Common Element, including, but not limited to, the hiring of a locksmith or the engagement of local fire and rescue authority; in which case, the Association shall also have the right to charge to the Unit Owner all costs and expenses associated with the Association's attempt to gain access to the Unit, secured by a Lien for Charges. Nothing contained in this section shall in any way obligate the Association to act or impose any additional liability or responsibility on the Association with regard to the access of the Unit or Limited Common Elements. When a Unit Owner must Maintain portions of the Wiggins Lakes Property, and that activity requires access to another Unit, the Unit Owner has reasonable right of access which shall be administered through the Association. The Unit Owner upon whose behalf access has been obtained is obligated for the expense of repairing any damage to the Wiggins Lakes Property, or other property of the Unit Owner or in the Unit accessed.

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

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

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

11.5 Acquisition or Transfer of Real or Personal Property; Leasing Common Elements and Association Property. The power to acquire real property and transfer real property owned by the Association or otherwise convey and mortgage real property with the same

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1 approval of Unit Owners as needed to amend the Declaration. No Unit Owner approval is required
2 to acquire, purchase, or mortgage a Unit in connection with foreclosure of a lien or deed in lieu of
3 foreclosure, nor to dispose of such Unit. No Unit Owner approval is required for the acquisition
4 or disposition of real property necessary, as determined by the Board, to address legal description
5 or survey errors, or boundary or ownership disputes or uncertainties. Leasing of Units, Common
6 Elements or Association Property may be approved by the Board, as well as the lease fees, use
7 fees, and other fees permitted by the Act or the Condominium Documents. The Board has the
8 authority to acquire personal property and to dispose of same, without need for membership
9 approval.

10 **11.6 Membership Agreements.** The power to enter into agreements to acquire
11 leaseholds, memberships, and other possessory or use interests in lands or facilities such as country
12 clubs, golf courses, marinas, and other recreational facilities with the same approval of Unit
13 Owners as needed to amend the Declaration.

14 **11.7 Fees for Use of Common Elements; Other Fees and Deposits.** The power to set
15 fees, pursuant to the Act. The Board has the authority to set use fees for use of Common Elements
16 or Association Property, as well as the regulations and policies pertaining to such use. The Board
17 may, on a reasonable basis, permit use of the Common Elements or Association Property for
18 private functions. The Board may also establish other fees and deposits determined necessary by
19 the Board. Without limitation, same includes clubhouse/meeting room deposits, use fees and/or
20 clean-up fees; fees for the issuance of parking passes or decals; fees for architectural/engineer
21 review of renovation/alteration plans; contractor damage deposits; pet deposits; key/access card
22 deposits; and internet service, facsimile service and other services using Association equipment.
23 Nothing in this Declaration shall be construed as obligating the Association to provide any of the
24 aforementioned services.

25 **11.8 Lease of Association Property or Common Elements.** The power to lease
26 Association Property or Common Elements, as authorized by the Board, including, but not limited
27 to, the lease of Building roof areas and other Common Elements for antennas or other
28 telecommunications and similar equipment.

29 **11.9 Limitation upon Liability of Association.** Notwithstanding the duty to maintain,
30 repair, replace, insure or reconstruct parts of the Condominium Property or Association Property,
31 the Association is not liable to Unit Owners or any other Person for injury or damages of any
32 nature, other than for the cost of maintenance and repair of items for which the Association is
33 otherwise responsible, caused by the acts or omissions of any third party, caused by progressive,
34 latent or unknown condition of the Condominium Property or Association Property, nor for any
35 claims for damages or expenses affiliated with the maintenance and repair of the Condominium
36 Property or Association Property, except incidental damage to Owner property as provided in
37 Article 9.1.4. The Association has no liability in any case for loss of use or inability to inhabit the
38 Condominium Property during work performed by, or at the direction of the Association, when
39 the Board reasonably believes the property cannot be safely occupied or occupied in a manner that

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1 would unreasonably impede the work during said period(s) of time~~-,~~ or where the Owner or any
2 Resident, Tenant or other Occupant chooses not to inhabit or Occupy the Unit. Without limiting
3 the intended generality of the foregoing, the Association has no liability for loss of use, loss of
4 rental income, alternative housing or subsistence expenses, or loss of value.

5 **NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION OR IN**
6 **THE CONDOMINIUM DOCUMENTS OR ANY OTHER DOCUMENT GOVERNING OR**
7 **BINDING THE ASSOCIATION, THE ASSOCIATION SHALL NOT BE LIABLE OR**
8 **RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF,**
9 **THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF**
10 **ANY PORTION OF THE WIGGINS LAKES PROPERTY, INCLUDING, WITHOUT**
11 **LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, TENANTS, INVITEES**
12 **OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE**
13 **GENERality OF THE FOREGOING:**

14 **11.9.1 IT IS THE EXPRESS INTENT OF THE CONDOMINIUM**
15 **DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE**
16 **ENFORCEABLE BY THE ASSOCIATION, AND WHICH GOVERN OR REGULATE**
17 **THE USE OF THE CONDOMINIUM PROPERTY, HAVE BEEN WRITTEN, AND ARE**
18 **TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF**
19 **ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM**
20 **PROPERTY AND/OR THE ASSOCIATION PROPERTY AND THE VALUE THEREOF;**
21 **AND**

22 **11.9.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN**
23 **CREATED, TO ACT AS AN ENTITY WHICH ENFORCES THE LAWS OF THE**
24 **UNITED STATES, STATE OF FLORIDA, COLLIER COUNTY, AND/OR ANY OTHER**
25 **JURISDICTION OR FOR THE PREVENTION OF TORTIOUS OR CRIMINAL**
26 **ACTIVITIES; AND**

27 **11.9.3 ANY PROVISIONS OF THE CONDOMINIUM DOCUMENTS**
28 **SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH,**
29 **SAFETY AND OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS**
30 **LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A**
31 **DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY**
32 **OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN**
33 **TO BE USED FOR ANY SUCH REASON.**

34 **EACH UNIT OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR**
35 **LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE WIGGINS LAKES**
36 **PROPERTY SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO**
37 **HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS**
38 **AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR**

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1 CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE
2 ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

3 AS USED IN THIS ARTICLE, "ASSOCIATION" INCLUDES WITHIN ITS MEANING
4 ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS
5 AND OTHER PERSONS THE ASSOCIATION MAY BE REQUIRED TO INDEMNIFY,
6 TO THE EXTENT AND LIMIT OF SUCH INDEMNITY, AND WITHOUT WAIVING,
7 REDUCING OR OTHERWISE MODIFYING COVERAGE OBLIGATIONS OR
8 SUBROGATION RIGHTS OF ANY INSURER.

9 **11.10 Disclaimer, Waiver, and Release of Claims Regarding Mold and Mildew.** Each
10 Unit Owner acknowledges that the Condominiums are located in a hot, humid climate, which is
11 conducive to the growth of mold and/or mildew. The Board has the authority to adopt reasonable
12 Rules and Regulations regarding maximum or minimum temperatures for Units and/or require that
13 the air conditioning to the Units be set within certain temperature and/or humidity ranges and may
14 require Owners to take such further actions as the Board deems advisable to control humidity and
15 mold and/or mildew growth.

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

23 EACH UNIT OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR
24 LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM
25 PROPERTY SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO
26 HAVE AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS,
27 DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES LOSSES AND
28 EXPENSES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR
29 UNFORESEEN, THAT SUCH PERSON HAS, OR MAY HAVE IN THE FUTURE, IN
30 LAW OR IN EQUITY AGAINST THE ASSOCIATION, ITS OFFICERS, DIRECTORS,
31 AND COMMITTEE MEMBERS, OR ANY PERSON OR ENTITY THE ASSOCIATION
32 IS OBLIGATED TO INDEMNIFY (AND WITHOUT WAIVING, REDUCING OR
33 OTHERWISE MODIFYING COVERAGE OBLIGATIONS OR SUBROGATION
34 RIGHTS OF ANY INSURER), ARISING OUT OF, RELATING TO, OR IN ANY WAY
35 CONNECTED WITH INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH,
36 RELEASE, DISCHARGE, DISPERSAL OR PRESENCE OF MOLD AND/OR MILDEW
37 OR ANY CHEMICAL OR TOXIN SECRETED THEREFROM.

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1 **11.11 Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has
2 accumulated in a Building and Units in sufficient quantities, may present health risks to Persons
3 who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been
4 found in buildings in Florida. Additional information regarding radon and radon testing may be
5 obtained from your county public health department. The foregoing notice is provided for
6 informational purposes only. The Association does not conduct radon testing with respect to the
7 Condominiums and specifically disclaims any and all representations or warranties as to the
8 absence of radon gas or radon producing conditions in connection with the Condominiums. The
9 Association is not responsible for mitigating the existence of radon inside of Units and may
10 establish such conditions as the Board deems appropriate if the Association approves an Owner
11 request to install mitigation equipment.

12 **EACH UNIT OWNER (BY VIRTUE OF HIS OR HER ACCEPTANCE OF TITLE TO HIS**
13 **OR HER UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN**
14 **UPON/OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM**
15 **PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR MAKING SUCH**
16 **USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE**
17 **AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS,**
18 **DAMAGES, CAUSES OF ACTION, LIABILITIES, LOSSES AND EXPENSES,**
19 **WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR**
20 **UNFORESEEN, THAT PURCHASER HAS, OR MAY HAVE IN THE FUTURE, IN LAW**
21 **OR IN EQUITY ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED**
22 **WITH INDOOR AIR QUALITY, RADON GAS, OR THE RELEASE, DISCHARGE,**
23 **DISPERSAL OR PRESENCE OF RADON GAS. THE PROVISIONS OF THIS ARTICLE**
24 **SHALL ALSO INURE TO THE BENEFIT OF THE ASSOCIATION, ITS OFFICERS,**
25 **DIRECTORS, MEMBERS, AND AGENTS WHICH SHALL BE FULLY PROTECTED**
26 **HEREBY.**

27 **11.12 Atmospheric Conditions, Pollution, Contaminants, Communicable Diseases,**
28 **Viruses, and Public Health.** Notwithstanding the duty to maintain, repair, replace, insure, or
29 reconstruct parts of the Condominium Property or Association Property, the Association is not
30 liable to Unit Owners or any other Person for injury or damages of any nature caused by
31 atmospheric or natural conditions, including but not limited to red tide, pollution, algae, natural
32 debris, viruses, airborne or other communicable diseases, or acts of God, which shall collectively
33 be referred to herein as “public health” for simplicity. Without limiting the intended generality of
34 the foregoing, the Association has no liability for loss of use, loss of rental income, alternative
35 housing or subsistence expenses, loss of value, personal or property injury, or death arising from
36 public health matters.

37 **NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION OR IN**
38 **THE CONDOMINIUM DOCUMENTS OR ANY OTHER DOCUMENT GOVERNING OR**
39 **BINDING THE ASSOCIATION, THE ASSOCIATION SHALL NOT BE LIABLE OR**
40 **RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF,**

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1 THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF
2 ANY PORTION OF THE WIGGINS LAKES PROPERTY, INCLUDING, WITHOUT
3 LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, TENANTS, INVITEES
4 OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE
5 GENERALITY OF THE FOREGOING:

6 11.12.1 IT IS THE EXPRESS INTENT OF THE CONDOMINIUM
7 DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE
8 ENFORCEABLE BY THE ASSOCIATION, AND WHICH GOVERN OR REGULATE
9 THE USE OF THE CONDOMINIUM PROPERTY, HAVE BEEN WRITTEN, AND ARE
10 TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF
11 ENHANCING AND MAINTAINING THE ENJOYMENT OF THE WIGGINS LAKES
12 PROPERTY AND THE VALUE THEREOF; AND

13 11.12.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT
14 BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES THE LAWS,
15 POLICIES OR RECOMMENDATIONS OF THE UNITED STATES, STATE OF
16 FLORIDA, COLLIER COUNTY, AND/OR ANY OTHER JURISDICTION REGARDING
17 MATTERS OF PUBLIC HEALTH OR FOR THE PREVENTION OF INJURIES OR
18 DAMAGES TO PERSONS OR PROPERTY ARISING THEREFROM; AND

19 11.12.3 ANY PROVISIONS OF THE CONDOMINIUM DOCUMENTS
20 SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH,
21 SAFETY AND OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS
22 LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A
23 DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY
24 OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN
25 TO BE USED FOR ANY SUCH REASON.

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

33 AS USED IN THIS ARTICLE, "ASSOCIATION" INCLUDES WITHIN ITS MEANING
34 ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS
35 AND OTHER PERSONS THE ASSOCIATION MAY BE REQUIRED TO INDEMNIFY,
36 TO THE EXTENT AND LIMIT OF SUCH INDEMNITY, AND WITHOUT WAIVING,
37 REDUCING OR OTHERWISE MODIFYING COVERAGE OBLIGATIONS OR
38 SUBROGATION RIGHTS OF ANY INSURER.

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1 NOTHING HEREIN SHALL PREVENT OR LIMIT THE ASSOCIATION FROM
2 EXERCISING THE POWERS SET FORTH IN THE CONDOMINIUM DOCUMENTS OR
3 APPLICABLE LAW, INCLUDING THE EXERCISE OF EMERGENCY POWERS AS
4 WELL AS THE GENERAL ADMINISTRATION OF THE WIGGINS LAKES
5 PROPERTY AND THE AFFAIRS OF THE ASSOCIATION. HOWEVER, THE
6 EXERCISE OF SUCH POWERS SHALL NOT BE DEEMED TO WAIVE, ABANDON OR
7 LESSEN THE PROVISIONS OF THIS ARTICLE, WHICH HAVE BEEN APPROVED BY
8 THE OWNERS FOR THE COLLECTIVE PROTECTION OF THE ASSOCIATION.

9 **11.13 Restraint upon Assignment of Shares in Assets.** The share of a Unit Owner in
10 the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any
11 manner except as an appurtenance to his or her Unit.

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

14 **12.1 Authority to Purchase Insurance.** All insurance policies shall be purchased by
15 the Association for the benefit of the Association and the Unit Owners and their mortgagees as
16 their respective interests may appear.

17 **12.2 Coverage.** All provisions pertaining to insurance coverage shall be construed in
18 accordance with the Act, and insurance policies purchased by the Association is intended to
19 comply with all coverage requirements of the Act.

20 **12.2.1 Property Insurance.** Except as otherwise provided in this Declaration, the
21 Association shall use its best efforts to obtain and maintain fire, wind, and other property coverage
22 deemed advisable by the Board with an insurance company authorized to do business in Florida,
23 upon the Insurable Improvements of each Condominium for the replacement value thereof,
24 including coverage for changes in building codes, unless the Board determines that such coverage
25 for changes in building codes is not reasonably available or commercially practicable. Insurance
26 policies may include a commercially reasonable deductible as determined by the Board. The Board
27 may exclude landscaping and exterior improvements not customarily insured by condominium
28 associations in the locality, and other customary exclusions such as foundation and excavation
29 costs, in its discretion. The Association shall determine the replacement value of the Insurable
30 Improvements through independent appraisal, at least every thirty-six (36) months, so long as
31 required by the Act. The Board shall establish deductibles, at a duly noticed meeting of the Board,
32 and shall give notice of such meeting, and determine the deductibles, as required by the Act, so
33 long as required by the Act. Notwithstanding the foregoing requirement, the Association, through
34 its Board, will have fulfilled its duty to use best efforts to obtain insurance coverage if it obtains
35 and maintains such insurance coverage as may be reasonably available from time to time given
36 market and economic conditions. Unless otherwise required by law, and subject to Article 1.29,
37 the Unit Owners are responsible to insure all alterations, modifications or additions made to the
38 Unit, Limited Common Elements, or Common Elements by said Unit Owner, or his or her

predecessor in interest or title, except insurance of elements previously insured by the Association which have been replaced with code compliant elements, which shall be considered Insurable Improvements, except as may otherwise be provided by law.

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

12.2.3 Liability Insurance. The Association shall obtain and maintain public liability insurance covering all of the Common Elements and Association Property in such amount as the Board may deem appropriate. The Board has the authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The Unit Owners shall have no personal liability upon such claims, except as may be otherwise provided by law.

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

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

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

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

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

1 **12.4 Association as Agent.** The Association is irrevocably appointed agent for each
2 Unit Owner and for each Owner of a mortgage or other lien upon any Unit and for each Owner of
3 any other interest in the Condominium Property or any property in which the Association owns an
4 interest, to adjust and settle all claims arising under insurance policies carried by the Association,
5 and to execute and deliver releases upon the payment of such claim.

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

12 **13.1 Plans and Specifications.** Any reconstruction or repair must be substantially in
13 accordance with the plans and specifications for the original Condominium Property, or according
14 to plans and specifications approved by the Board, regardless of whether it is a Material Alteration
15 or Substantial Addition as described in Article 9.8, and no vote of the Unit Owners shall be
16 required.

17 **13.2 Responsibility.** Repair After Casualty of the Insurable Improvements shall be
18 undertaken by the Association, except that a Unit Owner may undertake reconstruction work on
19 portions of the Unit with the prior written consent of the Board. However, such work, and the
20 disbursement of insurance proceeds, may be conditioned upon the approval of the repair methods,
21 the qualifications of the proposed contractor, the contract that is used for that purpose, and
22 reasonable verification of appropriate steps to ensure that the work is done and that the contractor
23 is paid for the performance of said work. Unit Owners shall be responsible for reconstructing
24 Owner Insurance Elements. All required governmental permits and approvals must be obtained
25 prior to commencing reconstruction. Assessments for the cost of the work shall be set forth in
26 Article 13.3 below.

27 **13.3 Assessments.** The cost of Repair After Casualty for those portions of the
28 Condominium Property required to be insured by the Association for flood or property loss,
29 including expenses not covered by insurance due to deductibles or otherwise, is a Common
30 Expense of the Condominium, except as provided elsewhere, including, but not limited to, Section
31 718.111(11)(n) of the Act, and the provisions of this Declaration regarding flood insurance of
32 Owner Insurance Elements.

33 **13.4 Incidental Damage.** Incidental Damage to Owner Insurance Elements or other
34 property not part of the Insurable Improvements in connection with Repair After Casualty shall be
35 the financial responsibility of the Unit Owner unless covered by the Association's policy.

36 **13.5 Damage Caused by Wear and Tear of the Condominium Property or**
37 **Uninsurable Loss.** Damage to the Condominium Property that is not caused by a Casualty, as

defined in Article 1.9 or covered cause of loss under the Association's applicable insurance policy, shall be repaired or replaced in accordance with the provisions of Article 9 and shall not be subject to this Article 13.

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

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

14.1 Occupancy of Units; Single Family Residence. A Unit shall be used only as a Single Family residence. No more than two (2) Persons per bedroom plus two (2) may reside in a Unit. No more than two (2) Persons per bedroom plus four (4) (including Unit Owners, Tenants, Residents, their Families, Guests or any other Occupants) may sleep overnight in a Unit. No Unit may be divided or subdivided into a smaller Unit nor any portion sold or otherwise transferred. Units may not be used for commercial or business purposes. Unit Owners and Occupants may use Units for "home office" or "telecommuting" purposes, provided that such uses do not involve customers or clients coming onto the Condominium Property, the posting of any signage in the Condominium, the storage of equipment, products, or materials in the Condominium, nor more than two (2) regular deliveries per day of correspondence or similar items from customary express delivery services.

14.2 Nuisance. No Unit Owner, or their Tenants, Guests, or Invitees may use the Condominium Property for any immoral, indecent, improper, or unlawful purpose and no use or behavior shall be allowed which will create a public or private nuisance, or which shall unreasonably interfere with the quiet possession or enjoyment of the Condominium Property, which will increase insurance rates, or which will negatively affect the value of Units. All property shall be kept in a neat and orderly manner. The Common Elements shall be used for the purpose of furnishing services and facilities as herein provided for the welfare and enjoyment of the Residents. The Condominium Property shall be used in accordance with all federal, state, and local laws and ordinances.

14.3 Displays. Nothing shall be hung, displayed, or placed on the exterior walls, doors, windows, or lanai of the Unit or the Building without the prior written consent of the Board of Directors, or as provided in the Rules.

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

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

10 **14.5.1** No Tenant or Guest may bring or lodge a pet or animal of any kind in a
11 Unit.

12 **14.5.2** No animals shall be allowed to commit or constitute nuisance in any
13 Wiggins Lakes Property.

14 **14.5.3** An authorization in writing to keep pets will expire when the pet is disposed
15 of or dies.

16 **14.5.4** Pets shall include all types of animals, including, without limitation, dogs,
17 cats, parrots, frogs, reptiles, turtles, and fish.

18 **14.6 Additional Restrictions.** Additional use, occupancy, maintenance, transfer and
19 other restrictions are contained in the Rules and Regulations, which may be amended from time to
20 time by the Board. Amendments to the Rules and Regulations may, but need not be, recorded in
21 the Public Records. Additional use, transfer and other restrictions are also contained elsewhere in
22 the Condominium Documents.

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

28 **15.1 Non-Overnight Visitation by Guests When Unit Owner or Tenant is in**
29 **Residence.** Unit Owners and Tenants (and their respective Families) are permitted to have non-
30 overnight Guests, provided that same does not create a nuisance or annoyance to other
31 Condominium Residents, nor prevent their peaceful enjoyment of the premises. The Association
32 may restrict or prohibit Guest visitation by Persons who have committed nuisances upon the
33 Condominium Property or otherwise violated the Condominium Documents in the past. Non-
34 overnight Guests need not be registered with the Association, but may be subject to access control
35 protocols or procedures used generally, if any. Non-overnight Guests are permitted to use the
36 Association facilities only when accompanied by the Unit Owner or Tenant, unless otherwise

1 approved by the Board. The Board may establish additional restrictions on non-overnight Guest
2 usage of Condominium facilities, including, but not limited to, the maximum numbers of Guests
3 who may use common facilities.

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

16 **15.3 Non-Overnight Guests in the Absence of the Unit Owner or Tenant.** Unit
17 Owners and Tenants are not permitted to have non-overnight Guests when the Unit Owner or
18 Tenant is absent from the Condominium. Unit Owners and Tenants may have Units inspected by
19 caretakers, friends or relatives. However, such individuals shall not be permitted to use
20 Condominium facilities, such as recreational facilities (including, but not limited to, the pool, and
21 parking areas).

22 **15.4 Overnight Guests in the Absence of the Unit Owner or Tenant.** Tenants are not
23 permitted to have overnight Guests (related or non-related) in the absence of the Tenants'
24 simultaneous residence. Unit Owners are permitted to have overnight Guests in the absence of the
25 Unit Owner subject to the following conditions, and such other Rules and Regulations as may be
26 deemed necessary by the Board to effectuate the residential, non-transient nature of the
27 Condominiums. The Association may restrict or prohibit Guest visitation by Persons who have
28 committed nuisances upon the Condominium Property or otherwise violated the Condominium
29 Documents in the past, and Persons who have been convicted of or pled no contest to a felony,
30 including, but not limited to, registered sex offenders and Persons who have been convicted of or
31 pled no contest to narcotic offenses.

32 **15.4.1 Non-Related Overnight Guests** in the absence of the Unit Owner will be
33 limited to two (2) occupancies per calendar year (cumulative as to all Guests and all occupancies
34 by non-related Guests in the absence of the Owner). The limitation on the number of Persons who
35 can occupy a Unit in Article 15.2 applies. Ten (10) days prior notice to the Association is required.

36 **15.4.2 Related Overnight Guests** may occupy a Unit in the absence of the Unit
37 Owner. For the purpose of this provision, "related" means at least one (1) adult who is occupying
38 the Unit on an overnight basis, in the absence of the Unit Owner, is related to the Unit Owner or

1 Primary Occupant (by blood, marriage, domestic partnership or adoption) to the following degree:
2 spouse, parent, grandparent, child, grandchild, or sibling. The limitation on the number of Persons
3 who can occupy a Unit in Article 15.2 applies. Ten (10) days prior notice to the Association is
4 required.

5 **15.5 Additional Board Authority.** The conduct of background investigations and the
6 extent of such investigation, if any, shall be as determined by the Board in its discretion. The Board
7 may promulgate such rules, policies, and procedures as are necessary to implement this Article.
8 The Board may, at a duly noticed meeting, temporarily suspend or permanently ban a Guest from
9 entering the Condominium Property if the Board finds that such Person has engaged in a serious
10 violation of the Condominium Documents or applicable law upon the Condominium Property, or
11 has engaged in systematic violations of the Condominium Documents or applicable law upon the
12 Condominium Property. The decision of the Board is final and shall not be subject to any
13 requirement for a hearing before any type of Committee. In the event the Association has
14 reasonable cause to believe that Unit Owners are circumventing rental restrictions by receiving
15 consideration for occupancies which are held out as guest occupancies, the Association may
16 require proposed Guest Occupants to submit proof of familial relationship, an affidavit as to
17 absence of payment for the right to occupy the premises, or other proof that the leasing provisions
18 of Article 16 are not being violated.

19 **16. LEASING.** The lease of a Unit is defined as occupancy of the Unit by any Person other
20 than the Unit Owner, whether pursuant to verbal or written agreement, where said occupancy by
21 the non-owner involves consideration (the payment of money, the exchange of goods or services,
22 or any other exchange of value). The term “leasing” and “renting” are used interchangeably in this
23 Declaration. The term “Tenant” and “Lessee” are likewise used interchangeably. All leases must
24 be in writing. Should a Unit Owner wish to lease his or her Unit, he or she shall furnish the
25 Association with a copy of the proposed lease, the name of the proposed Tenant, the names of all
26 proposed Residents, and such other information as the Association may reasonably require. Any
27 Person occupying the Unit as a Resident after initial approval shall be subject to a separate
28 application and approval process. The Association has thirty (30) days from the receipt of notice
29 and all required information within which to approve or disapprove of the proposed lease or
30 proposed Tenants or Residents. The Association shall give the Unit Owner written notice of its
31 decision within said period. No individual rooms may be rented and no transient tenants may be
32 accommodated. “Rent-sharing” and subleasing are prohibited. All leases shall be for a minimum
33 period of thirty (30) continuous days, or one (1) calendar month and not more often than three (3)
34 times in any calendar year. Leases may be extended or renewed, subject to Board approval. No
35 Unit Owner, or anyone on their behalf, shall publish or cause to be published any advertisement of
36 any type in any form of media, including, but not limited to, television, radio, internet website,
37 newspaper, magazine, or trade publication, that indicates that a Unit may be leased for anything less
38 than the minimum period of thirty (30) continuous days, or one (1) calendar month and not more
39 often than three (3) times in any calendar year.

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1 **16.1 Board Right of Approval.** The Board has the authority to approve or disapprove
2 all leases and renewals or extensions thereof. No Person may occupy a Unit as a Tenant, Family
3 member of a Tenant, Resident, or otherwise without prior approval of the Board. The Board has
4 the authority to promulgate or use a uniform lease application and require such other information
5 from the proposed Tenant and all proposed Residents as the Board deems appropriate under the
6 circumstances. The Board may require an interview of any proposed Tenant and all proposed
7 Residents of a Unit as a condition for approval. The Board may, but shall not be obligated or have
8 the duty to, conduct criminal background investigation in connection with proposed leases.

9 **16.2 Tenant Conduct; Remedies.** All leases shall be on a uniform form of lease or lease
10 addendum if so promulgated by the Association. Uniform leases, addenda and all other leases will
11 provide, or be deemed to provide, that the Tenants have read and agreed to be bound by the
12 Condominium Documents. The uniform lease or addendum and other leases shall further provide,
13 or be deemed to provide, that any violation of the Condominium Documents shall constitute a
14 material breach of the lease and subject the Tenant to termination of the lease and/or eviction as
15 well as any other remedy afforded by the Condominium Documents or Florida law. If a Tenant,
16 Resident, other Unit Occupant, Guest, or Invitee fails to abide by the Condominium Documents,
17 the Unit Owner(s) shall be responsible for the conduct of the Tenants, Residents, Occupants,
18 Guests, or Invitees and shall be subject to all remedies set forth in the Condominium Documents
19 and Florida law, without waiver of any remedy available to the Association as to the Tenant. The
20 Unit Owner has the duty to bring his or her Tenant's conduct (and that of the other Unit Residents,
21 Occupants, Guests, or Invitees) into compliance with the Condominium Documents by whatever
22 action is necessary, including without limitation the institution of eviction proceedings without
23 notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct of the Tenant
24 into compliance with the Condominium Documents in a manner deemed acceptable by the
25 Association, or in other circumstances as may be determined by the Board, the Association has the
26 authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the
27 Tenants' noncompliance with the Condominium Documents (or the noncompliance of other
28 Residents, Occupants, Guests, or Invitees), including without limitation the right to terminate a
29 lease and/or institute an action for eviction against the Tenant in the name of the Association in its
30 own right, or as agent of the Unit Owner. The Association has the right to recover any costs or
31 fees, including attorneys' fees, incurred in connection with such actions, from the Unit Owner
32 which shall be secured by a continuing lien in the same manner as assessments for Common
33 Expenses, to wit, secured by a Lien for Charges. Any uniform lease or lease addendum will
34 provide, and all leases will be deemed to provide, that the Association has the authority to direct
35 that all rental income related to the Unit be paid to the Association until all past due and current
36 obligations of the Association have been paid in full, including, but not limited to, all past due
37 Assessments, Charges, other monetary obligations, late fees, interest, attorneys' fees and cost and
38 expenses of collection.

39 **16.3 Security Deposit.** The Board has the authority, as a condition of granting approval
40 to a lease or renewal or extension thereof, to require that a prospective Tenant or Unit Owner place
41 a security deposit in an amount not to exceed the equivalent of one (1) month's rent into an escrow

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1 account maintained by the Association to protect against damage to the Common Elements or
2 Association Property. Payment of interest, claims against the deposit, refunds, and disputes under
3 this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the
4 Florida Statutes (2024), as amended from time to time.

5 **16.4 Approval Process; Disapproval.** Any Unit Owner intending to lease his or her
6 Unit shall submit a copy of the proposed lease, an application, and any other requested information
7 and required fees at least thirty (30) days in advance of the commencement of the lease or renewal
8 or extension term. Upon receipt of all information and fees required by Association and an
9 interview (if requested by the Board), the Association has the duty to approve or disapprove all
10 proposed leases within thirty (30) days of receipt of such information for approval and the
11 completion of the Tenant/Resident interview (if required), by sending written notification to the
12 Unit Owner within such time frame. All requests for approval not acted upon within thirty (30)
13 days shall be deemed approved. Applications for renewals or extensions of lease agreements shall
14 be submitted at least thirty (30) days in advance of the expiration of the lease agreement. If the
15 Association disapproves a proposed lease or renewal or extension, the Unit Owner shall receive a
16 short statement indicating the reason for the disapproval, and the lease shall not be made, renewed,
17 or extended. Denial may be based upon factors reasonably determined by the Board concluding
18 that the proposed lease is not in the best interest of the Condominiums, the Unit Owners, and the
19 Association.

20 **16.5 Liability.** The liability of the Unit Owner under the Condominium Documents shall
21 continue notwithstanding the fact that he or she may have leased or rented his or her interest in the
22 Unit as provided herein.

23 **16.6 Association Fee.** The Unit Owner or Tenant seeking approval of a lease of a Unit
24 shall pay a transfer fee for each applicant in an amount determined by the Board, which unless
25 otherwise specified, shall be the maximum amount permitted by law. No charge shall be made in
26 connection with an extension or renewal of a lease.

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

31 **17.1 Forms of Ownership.**

32 **17.1.1 Ownership by Individuals.** A Unit may be owned by one (1) natural person
33 who has qualified and been approved as elsewhere provided herein.

34 **17.1.2 Co-Ownership.** Co-ownership of Units may be permitted. If the co-owners
35 are other than spouses, the Owners shall designate one (1) natural person as the "Primary
36 Occupant." Spouses who are co-owners may both be designated as "Primary Occupants." The

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1 intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create
2 circumstances in which the Unit may be used as a short-term or transient accommodations for
3 several entities, individuals or families as a timeshare, a shared Unit, fractional ownership, or used
4 as Guest accommodations for employees, customers, or Guests of Units owned by business
5 entities, religious, or charitable organizations, and the like. The use of the Unit by other Persons
6 shall be as if the Primary Occupant was the only actual Owner. No more than one (1) change in
7 Primary Occupant is permitted in any twelve (12) month period, except in the case of the death of
8 the Primary Occupant, or when a Primary Occupant designates a spouse as the Primary Occupant.
9 No time share estates may be created. "Unit Sharing" by multiple families and "Fractional
10 Ownership" are prohibited.

11 **17.1.3 Ownership by Corporations, Partnerships, Limited Liability**
12 **Companies, Trusts, or Other Artificial Entities.** A Unit may be owned in trust, or by a
13 corporation, partnership, limited liability company, or other entity, which is not a natural person,
14 if approved in the manner provided elsewhere herein. The intent of this provision is to allow
15 flexibility in estate, financial, or tax planning, and not to create circumstances in which the Unit
16 may be used as a short-term or transient accommodations for several entities, individuals or
17 families as a timeshare, a shared Unit, fractional ownership, or used as Guest accommodations for
18 employees, customers, or Guests of Units owned by business entities, religious, or charitable
19 organizations, and the like. A partnership, trustee, corporation, limited liability company, or other
20 entity shall designate one (1) natural person to be the "Primary Occupant." Spouses may both be
21 designated as Primary Occupants. The use of the Unit by other Persons shall be as if the Primary
22 Occupant were the only actual Unit Owner. The Primary Occupant shall be the Person entitled to
23 vote on behalf of the Unit, exercise rights of membership, and discharge the responsibilities
24 incident thereto. No more than one (1) change in designation of Primary Occupant is permitted in
25 any twelve (12) month period, except in the case of the death of the Primary Occupant.

26 **17.2 Transfers Subject to Notice.** No Unit Owner may dispose of a Unit or any interest
27 in same by sale or other title transfer without prior notice to the Board at least thirty (30) days prior
28 to closing, using such forms as the Board may promulgate.

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

31 **18.1 Proposal of Amendments.** An amendment may be proposed by the President of
32 the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

33 **18.2 Proposed Amendment Format.** Proposals to amend the existing Declaration of
34 Condominium shall contain the full text of the article to be amended. New words shall be
35 underlined and words to be deleted shall be ~~lined through~~. If the proposed change is so extensive
36 that this procedure would hinder rather than assist understanding, a notation must be inserted
37 immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF

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1 DECLARATION OF CONDOMINIUM. SEE ARTICLE NUMBER ____ FOR PRESENT
2 TEXT.”

3 **18.3 Notice.** The subject matter of proposed amendments shall be included in the notice
4 of any meeting at which a proposed amendment is to be considered or in connection with
5 documentation for action without a meeting.

6 **18.4 Adoption of Amendments.** A resolution for the adoption of a proposed
7 amendment may be adopted by a vote of at least two-thirds (2/3^{rds}) of the Voting Interests of the
8 Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum
9 has been attained. Amendments correcting errors, omissions, scrivener’s errors, violations of
10 applicable law, conflicts between the Condominium Documents, or if determined necessary and
11 desirable by the Board to comply with the requirements of the secondary mortgage market, may
12 be executed by the Officers of the Association, upon Board approval, without need for Association
13 membership vote. The Board may also adopt amendments necessary to comply with the
14 requirements of any governmental entity.

15 **18.5 Individual Condominium Amendments, Association-Wide Amendments.** The
16 Board shall have the authority to determine whether to propose and/or apply proposed amendments
17 to only one (1) Condominium (i.e., “Individual Condominium Amendments”), or to all three (3)
18 Condominiums, (i.e., “Association-Wide Amendments”). In cases where the Board applies the
19 amendment to all Condominiums, the term Voting Interest of the Association shall apply to all
20 units operated by the Association, without regard to Condominium-by-Condominium results.
21 Where the Board authorizes individual Condominium voting, all quorums, voting percentages and
22 the like will be determined on a Condominium by Condominium basis. In all cases, the final
23 decision as to whether to apply “Individual Condominium” or “Association-Wide” voting shall
24 rest with the Board. In general, Association-Wide Amendments will be applied to amendments of
25 covenants and restrictions that are consistent with the operation of Wiggins Lakes & Preserve as a
26 single development. Without limiting the generality of this clause, nor the Board’s discretion, use
27 restrictions such as pet provisions, lease restrictions and the like shall be applied on an Association-
28 Wide basis. Conversely, and again without limiting the generality of the foregoing and the Board’s
29 discretion, in general, matters which affect only the interests of the Members of a particular
30 Condominium, will be considered the type of amendment and may be voted upon on an Individual
31 Condominium amendment basis.

32 **18.6 Effective Date.** An amendment when adopted shall become effective after being
33 recorded in the Public Records of Collier County, Florida, according to law.

34 **18.7 Automatic Amendment.** Whenever the Act, Chapter 617, Florida Statutes, or
35 other applicable statutes or administrative regulations, as amended from time to time, are amended
36 to impose procedural requirements less stringent than set forth in this Declaration, the Board may
37 operate the Association pursuant to the less stringent requirements without the need to change this
38 Declaration. The Board, without a vote of the Owners, may also adopt by majority vote,

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1 amendments to this Declaration as the Board deems necessary to comply with such operational
2 changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other
3 statutes or administrative regulations as required for the operation of the Association, all as
4 amended from time to time.

5 **18.8 Proviso.** No amendment shall change the configuration of any Unit or the share in
6 the Common Elements appurtenant to it, or increase the Owner's proportionate share of the
7 Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the
8 mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners
9 approve the amendment.

10 **19. TERMINATION.**

11 **19.1 Termination of Lakes**

12 **19.1.1 Destruction.** If it is determined in the manner elsewhere provided that a
13 condominium Building shall not be reconstructed because of major damage, the condominium
14 plan of ownership with respect to such Building will be thereby terminated without agreement.

15 **19.1.2 Agreement.** The condominium form of ownership of this Condominium
16 Property as any part thereof may be terminated by the approval in writing of all of the Unit Owners
17 and by all record owners of mortgages thereon. If the proposed termination is submitted to a
18 meeting of the members of the Association, the notice of which meeting gives notice of the
19 proposed termination, and if the approval of the Unit Owners of not less than seventy-five percent
20 (75%) of the Units, and of the record owners of all mortgages upon the Units, are obtained in
21 writing not later than thirty (30) days from the date of such meeting, then the approving Unit
22 Owners shall have an option to buy all of the Units of the other Unit Owners for the period ending
23 on the sixtieth (60th) day from the day of such meeting. Such approvals shall be irrevocable until
24 the expiration of the option, and if the option is exercised, the approval shall be irrevocable. Such
25 option shall be upon the following terms:

26 **19.1.2.1 Exercise of Option.** The option shall be exercised by
27 delivery or mailing by certified mail, to each of the record Unit Owners of the Units to be
28 purchased, of an agreement to purchase, signed by the Unit Owners of Units who will participate
29 in the purchase. Such agreement shall indicate which Units will be purchased by each participating
30 Unit Owner and shall provide for the purchase of all of the Units owned by Unit Owners not
31 approving the termination, and the effect of said agreement shall be to create a separate contract
32 between each seller and the purchaser.

33 **19.1.2.2 Price.** The sale price for each Unit shall be the fair market
34 value determined by agreement between the seller and purchaser within thirty (30) days from the
35 delivery or mailing of such agreement and in the absence of agreement as to price, it shall be
36 determined by arbitration in accordance with the then existing rules of the American Arbitration

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1 Association, except that the arbitrators shall be two (2) appraisers appointed by the American
2 Arbitration Association who shall base their determination upon an average of their appraisals of
3 the unit; and a judgment of specific performance of the sale upon the award rendered by the
4 arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration
5 shall be paid by the purchaser.

6 **19.1.2.3 Payment.** The purchase price shall be paid in cash.

7 **19.1.2.4 Closing.** The sale shall be closed within thirty (30) days
8 following the determination of the sale price.

9 **19.1.3 Certificate.** The termination of the condominium form of ownership of the
10 Condominium Property in either of the foregoing manners shall be evidenced by a certificate of
11 the Association, executed by the President and Secretary, certifying as to the facts effecting the
12 termination, which certificate shall become effective upon being recorded in the public records of
13 Collier County, Florida.

14 **19.1.4 Shares of Owners After Termination.** After termination of the
15 condominium form of ownership of the Condominium Property, unit owners shall own the
16 condominium property and all assets of the Association as tenants in common in undivided shares,
17 and their respective mortgagees and lienors shall have mortgages and liens upon the respective
18 undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same
19 as the undivided shares in the Common Elements appurtenant to the Units prior to the termination.

20 **19.1.5 Amendments.** This section concerning termination cannot be amended
21 without consent of all Unit Owners and all record owners of mortgages upon Units. Upon written
22 request to the Association, identifying the name and address of the holder, and the unit number or
23 address, any holder, insurer, or guarantor shall be entitled to timely written notice of any proposed
24 amendment.

25 **19.2 Termination of Preserve One**

26 **19.2.1 Destruction.** If it is determined in the manner elsewhere provided that a
27 condominium Building shall not be reconstructed because of major damage, the condominium
28 plan of ownership with respect to such Building will be thereby terminated without agreement.

29 **19.2.2 Agreement.** The condominium form of ownership of this Condominium
30 Property as any part thereof may be terminated by the approval in writing of all of the Unit Owners
31 and by all record owners of mortgages thereon.

32 **19.2.3 Certificate.** The termination of the condominium form of ownership of the
33 Condominium Property in either of the foregoing manners shall be evidenced by a certificate of
34 the Condominium Association, executed by the President and Secretary, certifying as to the facts

effecting the termination, which certificate shall become effective upon being recorded in the Public Records.

19.2.4 Shares of Owners After Termination. After termination of the condominium form of ownership of the Condominium Property, Unit Owners shall own the Condominium Property and all assets of the Condominium Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the Common Elements appurtenant to the Units prior to the termination.

19.2.5 Amendments. This section concerning termination cannot be amended without consent of all Unit Owners. Upon written request to the Condominium Association, identifying the name and address of the holder, and the unit number or address, any holder, insurer, or guarantor shall be entitled to timely written notice of any proposed amendment.

19.3 Termination of Preserve Two

19.3.1 Destruction. If it is determined in the manner elsewhere provided that a condominium Building shall not be reconstructed because of major damage, the condominium plan of ownership with respect to such Building will be thereby terminated without agreement.

19.3.2 Agreement. The condominium form of ownership of this Condominium Property as any part thereof may be terminated by the approval in writing of all of the Unit Owners and by all record owners of mortgages thereon.

19.3.3 Certificate. The termination of the condominium form of ownership of the Condominium Property in either of the foregoing manners shall be evidenced by a certificate of the Condominium Association, executed by the President and Secretary, certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records.

19.3.4 Shares of Owners After Termination. After termination of the condominium form of ownership of the Condominium Property, Unit Owners shall own the Condominium Property and all assets of the Condominium Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the Common Elements appurtenant to the Units prior to the termination.

19.3.5 Amendments. This section concerning termination cannot be amended without consent of all Unit Owners. Upon written request to the Condominium Association,

identifying the name and address of the holder, and the unit number or address, any holder, insurer, or guarantor shall be entitled to timely written notice of any proposed amendment.

20. CONDEMNATION.

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

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

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

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

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

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

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

20.5.3 Adjustment of Shares in Common Elements. If the floor area of a Unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the

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1 taking, and then the shares of all Unit Owners in the Common Elements shall be restated as
2 percentages of the total of the numbers representing their original shares as reduced by the taking.

3 **20.6 Units Not Habitable.** If the taking of any entire Unit or so reduces the size of the
4 Unit that it cannot be made habitable, the award for the taking of the Unit shall be used for the
5 following purposes in the order stated, and the following changes shall be effected in the
6 Condominiums:

7 **20.6.1 Payment of Award.** The condemnation award immediately prior to the
8 taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance
9 being made payable jointly to the Owner and mortgagee(s).

10 **20.6.2 Addition to Common Elements.** If possible and practical, the remaining
11 portion of the Unit shall become a part of the Common Elements and shall be placed in condition
12 for use by all Unit Owners in the manner approved by the Board.

13 **20.6.3 Assessments.** If the amount of the award for the taking is not sufficient to
14 pay the fair market value of the condemned Unit to the Unit Owner and to recondition the
15 remaining portion of the Unit, the amount required for those purposes shall be raised by Special
16 Assessment against all of the Unit Owners who will continue as Owners of any Unit after the
17 changes in the Condominiums effected by the taking. The Assessments shall be made in proportion
18 to the shares of those Owners in the Common Expenses after the changes effected by the taking.

19 **20.7 Taking of Common Elements.** Awards for the taking of Common Elements shall
20 be used to make the remaining portion of the Common Elements usable in the manner approved
21 by the Board. The balance of such awards, if any, may be returned to the Unit Owners or used by
22 the Association as the Board may determine.

23 **20.8 Amendment of Declaration.** The changes in Units, in the Common Elements and
24 in the ownership of the Common Elements that are necessitated by condemnation, shall be
25 evidenced by an amendment of the Declaration of Condominium that need be approved only by a
26 majority of all Directors of the Board.

27 **21. EMERGENCY POWERS.**

28 **21.1 Additional Board Authority.** In addition to other authority granted by law and the
29 Condominium Documents, the Board has the following power and authority in connection with
30 emergency conditions:

31 **21.1.1** To determine after a Casualty whether the Condominium Property or
32 portions thereof can be safely used or occupied, which decision shall not be conclusive as to the
33 determination of habitability. Such decision shall be based upon the advice of emergency
34 management officials or a licensed professional.

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1 **21.1.2** To declare any portion of the Condominium Property or Association
2 Property unavailable for use, occupancy, or presence upon by Unit Owners, Family members,
3 Tenants, Guests, or Invitees (and to distinguish between such groups) after a Casualty, including
4 during the rebuilding process. Such decision by the Board is based upon the advice of emergency
5 management officials, governmental authority or a licensed professional and can be made only if
6 necessary, to protect against liability to or the health, safety, or welfare of the Association, Unit
7 Owners, Family members, Tenants, Guests, or Invitees.

8 **21.1.3** To mitigate damage including taking action to prevent the spread of fungus
9 (including, but not limited to, mold and mildew) including tearing out drywall and carpet (even if
10 the Unit Owner is obligated to insure and/or replace those items) and removing personal property
11 from the Unit and disposing of damaged property or storing such property on-site or at an offsite
12 location, with Unit Owners responsible for reimbursing the Association for items for which the
13 Unit Owner is responsible but which may be necessary to prevent further damage. The Association
14 bears no liability for such actions, if taken in good faith.

15 **21.1.4** To contract on behalf of Unit Owners, with said Unit Owners responsible
16 to reimburse the Association for items for which the Unit Owner is responsible, but which may be
17 necessary to mitigate or prevent further damage. Without limitation, this includes debris removal,
18 dry-out of Units and replacement of damaged air conditioners when necessary to provide climate
19 control in the Units. The Unit Owner is responsible to reimburse the Association within ten (10)
20 days of the Association's invoice. The Association's right to payment shall be secured by a
21 Common Expense Lien as provided in the Act and actions to collect such sums shall entitle the
22 Association to recover interest, late fees, attorneys' fees, and other costs and expenses of
23 collection.

24 **21.1.5** To implement disaster protocols prior to, during, or after an impending
25 disaster or state of emergency including, but not limited to, shutting down elevators, electricity,
26 security systems, and air conditioners.

27 **21.1.6** To adopt, by Board action, emergency assessments with such notice deemed
28 practicable by the Board.

29 **21.1.7** To adopt emergency Rules and Regulations governing the use and
30 occupancy of the Units, Common Elements, Limited Common Elements, and Association
31 property, with notice given only to those Directors with whom it is practicable to communicate.

32 **21.1.8** To enter into agreements with local counties and municipalities to assist
33 counties and municipalities with debris removal.

34 **21.1.9** To exercise all emergency powers set forth in the Act.

1 **21.2** In addition to all applicable emergency powers conferred by law and these
2 Condominium Documents, the Board shall have all of the powers in the preceding sections of this
3 paragraph, plus the following powers if a state of emergency has been declared by any
4 governmental entity or official with authority applicable to the locale in which the Condominiums
5 are located regarding any infectious disease outbreak, pandemic, biological or chemical
6 contamination, including sewage, or similar public health risks:

7 **21.2.1** To close the Wiggins Lakes Property to Guests and Invitees, including non-
8 resident family members, guests and contractors, excepting such essential contractors as the Board
9 may determine appropriate.

10 **21.2.2** To close all non-essential facilities on the Wiggins Lakes Property,
11 including recreational and social facilities.

12 **21.2.3** To restrict or ban entry onto the Condominiums by Guests and Invitees if
13 deemed necessary by the Board.

14 **21.2.4** To enact and implement restrictions, protocols and procedures the Board
15 may deem appropriate, including, but not limited to, requiring the use of gloves, masks and other
16 protective equipment, quarantines, restrictions or moratoriums on move ins/move outs, restrictions
17 or moratoriums on occupancy by Unit Owners, Tenants or Guests if such occupancy presents a
18 health risk, as determined by the Board. The Board may enact or continue requirements regarding
19 use of masks and other personal protective equipment, social distancing, limits on facility use or
20 facility closure, even where a previously declared state of emergency has expired, where the Board
21 finds such requirements to be in the best interests of the Association and the Residents of the
22 Condominiums. To enact any other rules and regulations as approved by a majority of the Board
23 as the Board determines is in the best interests of the health, safety and welfare of Association, the
24 Unit Owners, and Residents, with as much notice as practical.

25 **21.2.6** To have all of the emergency powers as provided for in the Bylaws and
26 Articles of Incorporation.

27 **21.3** For purposes of this Article 21, an emergency shall be deemed to exist in the
28 following circumstances:

29 **21.3.1** When the locale in which the Condominiums are under a tropical storm or
30 hurricane watch or warning.

31 **21.3.2** When the locale in which the Condominiums are located is under a declared
32 state of emergency from any governmental agency having jurisdiction related to health, safety, and
33 welfare.

34 **21.3.3** When the Wiggins Lakes Property is in danger of significant damage or has
35 been significantly damaged, as determined by the Board, by Casualty, act of nature, or act of man,

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1 including but not limited to fires, floods, hurricanes, tropical storms or other severe weather events,
2 floods, erosion, sinkholes, pandemics or other public health threats, or acts of war, terrorism or
3 criminal conduct.

4 **21.3.4** The powers conferred by this Article 21 shall be in force during such time
5 as an emergency exists, as well as an anticipation of an emergency or in response to an emergency
6 which has resulted in damage to the Wiggins Lakes Property, or which continues to present a threat
7 to health, safety and welfare or legal liabilities to the Association.

8 **22. COMPLIANCE AND DEFAULT.**

9 **22.1 Duty to Comply; Right to Sue.** Each Unit Owner, his or her Family, Tenants,
10 Guests, Invitees, and all Unit Occupants and the Association is governed by and shall comply with
11 the provisions of the Act and the Condominium Documents. Actions for damages or for injunctive
12 relief, or both, or for failure to comply may be brought by the Association or by a Unit Owner
13 against:

14 **22.1.1** The Association. The Association may, but shall not be required to, seek
15 enforcement of the Condominium Documents. Without limiting the intended generality of the
16 foregoing sentence, the Board has the discretion, without further liability to the Association, to
17 decline to take action in cases as to which legal counsel has advised of a reasonable probability of
18 failure on the merits, or in situations which involve disputes, complaints, or allegations of violation
19 of the Condominium Documents involving the interest of the Owners of two (2) or more different
20 Units, including, but not limited to, noise complaints, nuisance allegations, and the like;

21 **22.1.2** A Unit Owner; or

22 **22.1.3** Anyone who occupies a Unit as a Unit Owner, Family member, Tenant,
23 Occupant or Guest. Unit Owners shall be jointly and severally liable for violations of the
24 Condominium Documents and damage to the Condominium Property by their Family members,
25 Tenants, Guests, Invitees, and Unit Occupants.

26 **22.2 Attorneys' Fees.** In any legal proceeding arising out of an alleged failure of a Unit
27 Owner, Family member, Tenant, Guest, Invitee, Occupant, or the Association to comply with the
28 requirements of or otherwise involving the provisions of the Act or the Condominium Documents,
29 as amended from time to time, the prevailing party is permitted to recover the costs and expenses
30 of the proceeding and a reasonable attorneys' fee before trial, at trial and on appeal, as well as in
31 any supplementary or ancillary proceeding including but not limited to proceedings regarding
32 entitlement to or the amount of attorneys' fees and costs awarded in action.

33 **22.3 No Election of Remedies; Remedies Cumulative.** All rights, remedies and
34 privileges granted to the Association or Unit Owners under any terms, provisions, covenants, or
35 conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of

any one (1) or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, or at law or in equity. It shall not be presumed that money damages shall be an adequate remedy for violations of the Condominium Documents.

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

22.5 Notice of Lien or Suit.

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

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

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

23. MISCELLANEOUS PROVISIONS.

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

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

23.3 Heirs, Successors and Assigns. These Condominium Documents shall be binding upon the heirs, nominees, successors in interest or title, administrators, executors and assigns of

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1 all Unit Owners. The Association shall have the right, but not the obligation to disclose any
2 unresolved violation of the Condominium Documents to any proposed successor, assign, lienor,
3 or other third party and shall bear no liability in connection with such disclosures. It shall be the
4 duty of the Unit Owner intending to transfer or hypothecate title to the Unit, or transfer or pledge
5 any legal interest in the Unit to such parties.

6 **23.4 Notices.** All notices shall be given as provided in the Bylaws.

7 **23.5 Compliance with Fair Housing Laws.** There shall be no limitation, restriction, or
8 preference upon sale, lease, occupancy, or use of the Wiggins Lakes Property based upon race,
9 creed, color, sex, religion, national origin, handicap, familial status, or any other legally protected
10 class. The Association may make reasonable accommodations, including reasonable waiver of the
11 covenants and restrictions of the Condominium Documents, when necessary to afford handicapped
12 individuals the opportunity to enjoy the Condominium premises, or to comply with other legal
13 requirements.

14 **23.6 Conflicts.** In the event of a conflict between any provision of the Condominium
15 Documents and the Act, the Act shall control, except in cases where the Act permits the
16 Condominium Documents to regulate the subject, in which case the Condominium Documents
17 will control. In the event of a conflict between this Declaration and the other Condominium
18 Documents, same shall be governed as provided in the Bylaws.

19 **23.7 Interpretation.** The Board is responsible for interpreting the provisions of the
20 Condominium Documents. The Board's interpretations shall be binding upon all parties unless
21 wholly unreasonable. A written opinion rendered by Association's legal counsel that an
22 interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the
23 interpretation as valid.

24 **23.8 Captions and Headings.** The headings and captions used in the Condominium
25 Documents are solely for convenience sake and shall not be considered a limitation of any nature
26 in interpreting the Condominium Documents.

27 **23.9 Waiver.** The failure of the Association to enforce any right, provision, covenant or
28 condition which may be granted by the Condominium Documents shall not constitute a waiver of
29 the right of the Association to enforce such right, provision, covenant or condition in the future.

30 **23.10 Plurality; Gender.** Wherever the context so permits, the singular includes the
31 plural, the plural includes the singular, and the use of any gender includes all or no genders.

32 **23.11 Ratification.** Should any act of the Association be subject to any legal or other
33 challenge or controversy as to whether the act was properly approved or handled, the Board shall
34 have the authority, but not the obligation, to submit that act to a ratification vote by such body and
35 subject to such voting requirements as the Board considers appropriate. Any ratification or

1 attempted ratification shall not be considered an admission by the Association that the complained
2 of act was not properly approved in the first instance. Any act of ratification shall be deemed to
3 relate back to the original act for all purposes.

4 **23.12 Construction.** The Condominium Documents shall be liberally construed so as to
5 effectuate their intent and facilitate the efficient operation of the Association, which is managed
6 by an unpaid, volunteer Board.

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09/26/2024
02/14/2025

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