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DECLARATION OF CONDOMINIUM

OF

WIGGINS BAY VILLAS, A CONDOMINIUM

MADE this 9th day of September, 1994 by WIGGINS VILLAS, Inc., a Florida corporation (the "Developer"), as the Owner of the fee simple title to the land described herein, for itself and its successors, grantees and assigns, herein makes the following declarations:

WHEREIN, the Developer makes the following declarations:

1. THE LAND. The Developer is the fee simple owner of certain real property located in Collier County, Florida which is specifically described as Tract C, Tract D, and a portion of Tract B, of WIGGINS BAY VILLAS, a condominium, all as described in Exhibit "A" attached hereto, and graphically shown on Page 1 of Exhibit "A" attached hereto. The portion of Tract B owned by the Developer is identified and described as all of Tract B LESS AND EXCEPT Phases 8 through 24, inclusive (hereinafter the "Tract B Parcel"), as legally and graphically described in Exhibit "A" attached hereto. Tract 9A is owned by the Master Association and is subject to non-exclusive ingress and egress access, utility and drainage easements in favor of all members of the Master Association. Tracts C and D and the Tract B Parcel are hereinafter referred to as the "Land"). The Developer has a contractual interest to acquire the remainder of Tract B, same being described in Exhibit "A" as Phases 8 through 23, inclusive, but is not obligated to purchase or submit same the condominium ownership.

2. SUBMISSION TO CONDOMINIUM OWNERSHIP. The Developer hereby submits the following Land:

> Tract C, Tract D, and a portion of Tract B, of WIGGINS BAY VILLAS, a condominium, all as described in Exhibit "A" attached hereto, and graphically shown on Page 1 of Exhibit "A" attached hereto. The portion of Tract B submitted by the Developer to condominium ownership is identified and described as all of Tract B LESS AND EXCEPT Phases 8 through 24, inclusive, as legally and graphically described in Exhibit "A" attached hereto;

and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real or personal or mixed, located on and intended for use in connection therewith, to the condominium form of ownership and use in the manner provided by the Florida Condominium Act as it exists on the date of recording this Declaration, excluding therefrom, however, all public utility installations, cable television lines, and other similar equipment, if any, owned by the utility furnishing services to the Condominium. The submitted Land includes Phases 1 through 7, inclusive.

The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners of condominium parcels. The acquisition of title to a unit, or any interest in the condominium property shall constitute an acceptance and ratification of all provisions of this Declaration as it may be amended from time to time, and shall signify agreement to be bound by its terms.

3. NAME AND ADDRESS. The name by which this Condominium shall be identified is WIGGINS BAY VILLAS, a Condominium (the "Condominium"). The street address for this condominium is Wiggins Bay Drive, Naples, Florida 33963.

4. DEFINITIONS. The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes, (The "Condominium Act"), unless the context requires otherwise.

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4.1 "Apartment" shall have the same meaning as the term "unit" as defined in the Condominium Act.

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

4.3 "Assessment" shall mean and refer to a share of the funds required for the payment of common expenses which from time to time is assessed against the units.

4.4 "Association" shall mean and refer to WIGGINS BAY VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, the entity responsible for the operation of this Condominium.

4.5 "Association Property" shall mean and refer to all property, real or personal, owned or leased by the Association for the use and benefit of the unit owners.

4.6 "Board of Directors" or "Board" shall mean and refer to the representative body which is responsible for the administration of the Association's affairs, and is the same body referred to in the Condominium Act as the "Board of Administration".

4.7 "Condominium Documents" shall mean and include this Declaration and all recorded exhibits hereto, as amended from time to time.

4.8 "Family" or "Single Family" shall mean and refer to any one of the following:

(A) One natural person.

(B) Two or more natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage or adoption to each of the others.

(C) Two or more natural persons meeting the requirements of (B) above, except that there is among them one person who is not related to some or all of the others.

4.9 "Fixtures" shall mean and refer to those items of tangible personal property which by being physically annexed or constructively affixed to the unit have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures. Fixtures do not include floor, wall or ceiling coverings.

4.10 "Guest" shall mean and refer to any person who is not the unit owner or a lessee or a member of the owner's or lessee's family, who is physically present in, or occupies the unit on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.

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

4.12 "Lease" shall mean and refer to the grant by a unit owner of a temporary right of use of the

owner's unit for valuable consideration.

4.13 "Limited Common Elements" shall mean and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

4.14 "Master Association" shall mean and refer to WIGGINS BAY FOUNDATION, INC., a Florida corporation not for profit, which is responsible for the maintenance and operation of the common properties within the Wiggins Bay development, as described in the Master Documents. All unit owners in this Condominium shall be Class "A" members of the Master Association.

4.15 "Master Declaration" shall mean and refer to the Declaration of Covenants for Wiggins Bay, recorded in Official Record Book 1088, Page 1536, Public Records of Collier County, Florida, as the same shall be amended from time to time.

4.16 "Occupy", when used in connection with a unit, shall mean and refer to the act of staying overnight in a unit. "Occupant" shall mean and refer to a person who occupies a unit.

4.17 "Primary Occupant" shall mean and refer to the natural person approved for occupancy when title to a unit is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person.

4.18 "Rules and Regulations" shall mean and refer to those rules and regulations promulgated by the Board of Directors, governing the use of the common elements and the operation of the Association.

4.19 "Voting Interest" shall mean and refer to the arrangement established in the Condominium Documents by which the owners of each unit collectively are entitled to one vote in Association matters. There are fourteen (14) units, so the total number of voting interests is fourteen (14) votes. If and as additional phases are added, the total number of votes shall increase according to the total number of units actually submitted to this condominium. The maximum number of voting units, if all phases are added, shall be forty six (46).

5. SURVEY AND PLANS; DESCRIPTION OF UNITS.

5.1 Survey and Plot Plans. Attached to the original Declaration as Exhibit "A", and incorporated by reference herein, are a survey of the Land and plot plans, which graphically describe the improvements in which units are located, and which show all the units, including their identification numbers, locations and approximate dimensions and the common elements and limited common elements. Together with this Declaration, the Exhibit "A" is in sufficient detail to identify each unit, the common elements and limited common elements, and their relative locations and dimensions.

5.2 Description of Units and Unit Boundaries. Each unit shall include that part of the building that lies within the following boundaries:

(A) Upper and Lower Boundaries. The upper and lower boundaries of the unit shall extend from the top of the roof to the foundation measured vertically and extended to their intersections with the perimeter boundaries.

(B) Perimeter Boundaries. The perimeter boundaries of the unit shall extend from the exterior outside wall to the centerline of the party wall dividing the building into two separate units, extended to their intersections with the upper and lower boundaries The lanai and entranceway area is included as a part of the unit. The perimeter boundary for the entranceway shall be a line extending parallel from the exterior surface of the center post wall dividing the two units to the wall of the unit garage.

(C) Apertures and Extensions. Where there are building extensions or openings in any boundary, including, without limitation, roof overhangs, sills, foundation footers, lanais, windows, doors and skylights, the boundaries of the unit shall extend to the exterior finished surfaces of the coverings of such extensions and openings, and their frameworks thereof. Therefore, roof overhangs, sills, lanais, windows, doors, screens and all framings, casings and hardware therefor, are included as part of the unit.

In cases not specifically covered in this Section 5.2, or in any case of conflict or ambiguity, the graphic depictions of the unit boundaries set forth in Exhibit "A" hereto shall control in determining the boundaries of a unit, except the provisions of 5.2(C) above shall control over Exhibit "A".

5.3 Unit Identification. Each unit in the Condominium shall be identified by a one or two digit prefix ranging from 1 through and including 23, corresponding to the building in which the unit is located, followed by a letter designation corresponding to the location of the unit in the building, as depicted on the survey and plot plan attached to the Declaration as Exhibit "A". In order from left to right when facing the buildings, the letter "L" shall designate the left unit and the letter "R" shall designate the right unit.

5.4 Swimming pools, Spas and Lanai Extensions. The owner of each unit may add an optional swimming pool, spa, an extension to the unit lanai, or decking within the rear and side yard areas of the units. Such improvements shall not be part of the unit, but shall be constructed or added to the condominium as limited common elements, provided, however all such additions and improvements shall be located wholly within the limited common element areas designated for such improvements. Such areas are graphically reserved, designated and identified on Exhibit "A" to the Declaration.

6. CONDOMINIUM PARCELS: APPURTENANCES AND USE: PARTY WALL AGREEMENT.

6.1 Shares of Ownership. The Condominium contains fourteen (14) units. The owner of each unit shall also own a one-fourteenth (1/14) undivided share in the common elements and the common surplus. If and when such additional phases are added to the Condominium, each unit owner shall own an undivided fractional share in the common elements and common surplus with the numerator of the fraction being one (1) and the denominator of the fraction being the total number of units in the Condominium.

6.2 Appurtenances to Each Unit. The owner of each unit shall have certain rights and own a certain interest in the condominium property, including without limitation the following:

(A) An undivided ownership share in the Land and other common elements and the common surplus, as specifically set forth in Section 6.1 above.

(B) Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Articles of Incorporation and Bylaws of the Association, attached hereto as Exhibits "B" and "C", respectively.

(C) Class "A" membership in Wiggins Bay Foundation, Inc., with all rights and obligations provided in the Master Documents.

(D) The exclusive right to use the limited common elements reserved for the unit, and the right to use the common elements.

(E) An exclusive easement for the use of the airspace occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically.

(G) Other appurtenances as may be provided in this Declaration and its exhibits.

Each unit and its appurtenances constitutes a "Condominium Parcel".

6.3 Use and Possession. A unit owner is entitled to exclusive use and possession of his unit. He is entitled to use the common elements in accordance with the purposes for which they are intended, but no use of the unit or of the common elements may unreasonably interfere with the rights of other unit owners or other persons having rights to use the condominium property. No unit may be subdivided. The use of the units, common elements and limited common elements shall be governed by the condominium documents and by the rules and regulations adopted by the Board of Directors of the Association.

6.4 Party Wall Agreement. The wall constructed as part of each two (2) unit building, and as located on the dividing line between units shall constitute a party wall, and the general rules of law regarding party walls and liability for property damage due to negligence or wilful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared by the unit owners who make use of the wall in proportion to such use. If a party wall is destroyed or damaged by fire or other casualty, the unit owner who has used the wall may restore it; and if the other unit owner thereafter makes use of the wall, that unit owner shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such unit owner to call for a larger contribution from the other in or under any rule of law regarding liability for neglect or wilful acts or omissions. Notwithstanding any other provision of this section, any unit owner who by his/her neglect or wilful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements. The right of any unit owner to contributions from any other unit owner under this section shall be appurtenant to the land and shall be passed to such unit owner and successor in title.

6.5 Restriction On Time Share Estates. Time-share estates as defined by the Condominium Act shall not be created, nor permitted with regard to any units of the Condominium.

7. COMMON ELEMENTS; EASEMENTS.

7.1 Definition. The term "common elements" means all of the property submitted to condominium ownership that is not within the unit boundaries set forth in Section 5 above. The common elements include without limitation the following:

(A) The Land (as defined in paragraph 1 of the Declaration).

(B) All improvements outside the units, including the recreation facility, and all limited common elements, including the optional pool, spa, decking and lanai extension improvements provided for in Section 8.1 of this Declaration.

(C) Easements through each unit for conduits, ducts, plumbing, wiring, and other facilities for furnishing utility services to other units or the common elements.

(E) The fixtures and installations required for access and utility services to more than one unit or to the common elements.

7.2 Easements. Each of the following easements and easement rights is reserved through the condominium property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium. 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 unit owners with respect to such easements.

(A) Utility and other Easements. The Association has the power, without the joinder of any unit owner, to grant, modify or move easements such as electric, gas, cable television, or other utility or service easements, or relocate any existing easements, in any portion of the

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

(B) Encroachments. If any unit encroaches upon any of the common elements or upon any other unit for any reason other than the intentional act of the unit owner, or if any common element encroaches upon any unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

(C) Ingress and Egress. A non-exclusive easement shall exist in favor of each unit owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the common elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the common elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

(D) Master Association Ingress and Egress, Preserve, Drainage and Utility Easements. The common elements include Tract C and Tract D as identified and described in Exhibit "A" to the Declaration, being the same parcels as described as Tract C and Tract D respectively, of WIGGINS BAY VILLAS as shown on the plat thereof recorded in Plat Book 22, Pages 74 and 75 of the Public Records of Collier County, Florida (The "Plat"). Tract C is designated as a preserve area with the Master Association responsible for the maintenance thereof. Tract D is designated as a drainage easement area which benefits the Condominium and additional parcels, and is subject to the terms and provisions of the easement agreement identified on the Plat. The Master Association is responsible for the maintenance of Tract D.

Tract 9A is subject to an ingress and egress access easement for parcels and uses comprising Phases 1 through 24, and includes the additional drainage and utility easements as described in the aforedescribed Plat, and also as shown in Exhibit "A" to this Declaration. Tract 9A is owned and maintained by the Master Association. The ingress and egress, preserve, drainage, and utility easements have been dedicated to the parties as named and described on the Plat. The easements dedicated to the Master Association are non-exclusive, and are for the benefit of all the members of Master Association, their guests, invitees and licensees, and are subject to terms and provisions of the Master Declaration, including the obligation to pay maintenance assessments.

7.3 Restraint Upon Separation and Partition. The undivided share of ownership in the common elements and common surplus appurtenant to a unit cannot be conveyed or encumbered separately from the unit and shall pass with the title to the unit, whether or not separately described. As long as the Condominium exists, the common elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred except as an appurtenance to the units.

8. LIMITED COMMON ELEMENTS:

8.1 Description of Limited Common Elements. Certain common elements have been reserved for the use of a particular unit or units, to the exclusion of the other units. The limited common elements

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and the units to which their exclusive use is appurtenant, are as described in this Declaration and its recorded exhibits. The following common elements are hereby designated as limited common elements:

(A) Driveways. The driveways, as designated on the attached survey and plot plan; same being assigned to the exclusive use of unit over which it provides ingress and egress access.

(B) Front, Rear, and Side Yards. The front, rear and side yard areas, as graphically identified and described in the attached Exhibit A survey and plot plan. Any improvements or additions, including, but not limited to fences, decks, swimming or spa pools, or landscaping additions or changes must be approved in writing by the Board of Directors of the Association, and all such uses must be consistent with the Declaration and Rules and Regulations of the Association.

(C) Swimming Pools, Spas, Decking and Lanai Extensions. Phases one (1) through twenty-three (23) may include construction improvements in addition to the units, including individual swimming pools, spas, decking, and lanai extensions located within the rear and/or side yard limited common element areas designated on the attached survey and plot plan. Such improvements, if constructed, shall be limited common elements, and shall be deemed an appurtenance to the unit attached thereto. In the event a unit includes any such improvements, all costs to construct, install, maintain, insure, repair and replace the same shall be borne by the owner of the unit to which the improvements are an appurtenance.

(D) Air Conditioning and Heating Equipment. The equipment pads as shown on the attached survey and plot plan. The equipment, fixtures and installations located outside of a unit, and on the pads, which furnish air conditioning, heating, and swimming pool pumps, filters, and heaters exclusively to that unit, shall be a part of the unit, and shall be maintained, repaired and replaced by, and solely at the expense of, the owner of the unit, except as otherwise provided in Section 11.3 below.

(F) Others. Any part of the common elements that is connected to or exclusively serves a single unit, and is specifically required in Section 11 of this Declaration to be maintained, repaired or replaced by or at the expense of the unit owner, shall be deemed a limited common element appurtenant to that unit, whether specifically described above or not.

8.2 Exclusive Use: Transfer of Use Rights. The exclusive use of a limited common element is an appurtenance to the unit or units to which it is designated or assigned. The right of exclusive use of each limited common element passes with the unit to which it is assigned, whether or not separately described, and cannot be separated from it.

8.3 Maintenance, Repair and Replacement of Certain Limited Common Elements. The limited common elements described in Section 8.1 above are available only to certain units, and not to all units generally. Except for the grounds maintenance, within the front, rear and side yard areas, the maintenance, repairs and/or replacements to these limited common elements, shall be performed and borne by the units and unit owners having the exclusive use thereof. Grounds maintenance shall be a common expense performed and borne by the Association, and shall include, without limitation, the sprinkler, irrigation, and lawn and landscaping care required to maintain the common property, including the front, rear and side yard limited common property.

9. ASSOCIATION. The operation of the Condominium is by WIGGINS BAY VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, which shall perform its function pursuant to the following:

9.1 Articles of Incorporation. The Articles of Incorporation of the Association, a copy of which

is attached hereto as Exhibit "B".

9.2 Bylaws. The Bylaws of the Association, a copy of which is attached hereto as Exhibit "C", as they may be amended from time to time.

9.3 Delegation of Management. The Association may contract for the management and maintenance of the condominium property and employ a licensed manager or management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds made available by the Association for such purposes. The Association and its officers however, shall retain at all times the powers and duties provided in the Condominium Act.

9.4 Membership. The membership of the Association shall be the record owners of legal title to the units, as further provided in the Bylaws.

9.5 Acts of the Association. Unless the approval or affirmative vote of the unit owners is specifically made necessary by some provision of the Condominium Act or these condominium documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the unit owners. The officers and Directors of the Association have a fiduciary relationship to the unit owners. A unit owner does not have the authority to act for the Association by reason of being a unit owner.

9.6 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act and the condominium documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the condominium property and association property. The Association may impose fees for the use of common elements or association property. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory or use interests in lands or facilities, regardless of whether the lands or facilities are contiguous to the lands of the Condominium.

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

9.8 Purchase of Units. The Association has the power to purchase one or more units in the Condominium, and to own, lease, mortgage, or convey them, such power to be exercised by the Board of Directors.

9.9 Acquisition of Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 9.8 above, the power to acquire ownership interests in real property shall be exercised by the Board of Directors, but only after approval by at least a majority of the voting interests.

9.10 Disposition of Property. Any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold, leased or otherwise encumbered or disposed of by the same authority as would be required to acquire it under Sections 9.8 and 9.9 above.

9.11 Roster. The Association shall maintain a current roster of names and mailing addresses of unit owners, based upon information supplied by the unit owners. A copy of the roster shall be made available to any member upon request.

9.12 Limitation on Liability. Notwithstanding its duty to maintain and repair condominium or association property, the Association shall not be liable to individual unit owners for personal injury or property damage caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or unit owners or other persons.

9.13 Member Approval of Certain Litigation. Notwithstanding any other provisions of the condominium documents, the Board of Directors shall be required to obtain the prior approval of at least a majority of the voting interests prior to the payment of, or contracting for the payment of, legal fees to any person engaged by the Association for the purpose of commencing any lawsuit, other than for the following purposes:

(A) the collection of assessments;

(B) the collection of other charges which owners are obligated to pay;

(C) the enforcement of the use and occupancy restrictions applicable to the Condominium;

(D) the enforcement of any restrictions on the sale, lease and other transfer of units;

(E) in an emergency, when waiting to obtain the approval of the members creates a substantial risk of irreparable injury to the Association or its members; or

(F) filing a compulsory counterclaim.

10. ASSESSMENTS AND LIENS. 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 Condominium and for the operation of the Association. This power includes both "regular" assessments for each unit's share of the common expenses as set forth in the annual budget, and "special" assessments for unusual, nonrecurring or unbudgeted common expenses. The Association may also levy special charges against any individual unit for any amounts, other than for common expenses, which are properly chargeable against such unit. Assessments shall be levied and payment enforced as provided in Section 6 of the Bylaws, and as follows:

10.1 Common Expenses. Common expenses include the expenses of operation, maintenance, repair, replacement or insurance of the common elements and association property, the expenses of operating the Association, and any other expenses properly incurred by the Association for the Condominium, including amounts budgeted for the purpose of funding reserve accounts. The cost of water and sewer service to the units shall be a common expense.

10.2 Share of Common Expenses. The owner of each unit shall be liable for a share of the common expenses equal to his share of ownership of the common elements and the common surplus, as set forth in Section 6.1 above.

10.3 Ownership. Assessments and other funds collected by or on behalf of the Association become the property of the Association; no unit owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his unit. No owner can withdraw or receive distribution of his share of the common surplus, except as otherwise provided herein or by law.

10.4 Who Is Liable for Assessments. The owner of each unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the owner. Multiple owners are jointly and severally liable. Except as provided in Section 20.3 below as to certain first mortgagees, whenever title to a condominium parcel is transferred for any reason, the new owner is jointly and severally liable with the previous owner for all assessments which came due prior to the transfer and remain unpaid, without prejudice to any right the new owner may have to recover from the previous owner

any amounts paid by the new owner.

10.5 No Waiver or Excuse from Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any common elements, by abandonment of the unit on which the assessments are made, or by interruption in the availability of the unit or the common elements for any reason whatsoever. No unit owner may be excused from payment of his share of the common expenses unless all unit owners are likewise proportionately excused from payment, except as otherwise provided in Section 20.3 below as to certain first mortgagees.

10.6 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. Assessments and installments thereon shall become due, and the unit owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late payment fees, court costs and attorney's fees, and finally to delinquent assessments. No payment by check is deemed received until the check has cleared.

10.7 Acceleration. If any special assessment or installment of a regular assessment as to a unit is unpaid thirty (30) days after the due date, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the unit's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorneys' fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the exercise, which notice shall be sent by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by Section 718.116 of the Condominium Act, or may be sent separately.

10.8 Liens. The Association has a lien on each condominium parcel securing payment of past due assessments, including interest and attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit. The lien is perfected upon recording a Claim of Lien in the Public Records of Collier County, Florida, stating the description of the condominium parcel, the name of the record owner, the assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

10.9 Priority of Lien. The Association's lien for unpaid assessments shall be subordinate and inferior to the lien of a recorded first mortgage, but only to the extent required by the Condominium Act, as amended from time to time. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise expressly provided by the Condominium Act, as amended from time to time. Any lease of a unit shall be subordinate and inferior to the Association's lien regardless of when the lease was executed.

10.10 Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights.

10.11 Certificate As To Assessments. Within fifteen (15) days after request by a unit owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the unit owner with respect to the

condominium parcel have been paid. Any person other than the owner who relies upon such certificate shall be protected thereby.

10.12 Statutory Assessment Guarantee; Liability of Developer for Common Expenses. Developer guarantees that during the period commencing on the date of the recording of this Declaration of Condominium and ending on the date that control of the Association is turned over to unit owners other than Developer (turnover) pursuant to Section 9 of the Bylaws attached as Exhibit "C" to this Declaration (the "Guarantee Period"), assessments against units and unit owners for common expenses of the Association will not exceed $675.00 per quarter ($225.00 per month). During the Guarantee Period, Developer and all units owned by Developer shall be exempt from the payment of assessments for common expenses. Rather, Developer shall be obligated to fund any deficit caused by the failure of assessments earned by the Association at the guaranteed level from unit owners other than Developer to meet the common expenses incurred by the Association; which common expenses shall not include reserves for that period of time said reserves are waived by Developer.

11. MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS. Responsibility for the protection, maintenance, repair and replacement of the condominium property, and restrictions on its alteration and improvement shall be as follows:

11.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair and replacement of all common elements and association property (other than the limited common elements that are required elsewhere herein to be maintained by the unit owner). The cost is a common expense. The Association's responsibilities include, without limitation:

(A) Electrical, sanitary sewer, and potable water systems up to connections to the units.

(B) Lawn, landscaping, and irrigation maintenance and care required by the common elements, including the front, side and rear yard limited common elements identified in Section 8.1 of this Declaration.

(C) All installations, fixtures and equipment located within one unit but serving another unit, or located outside the unit, for the furnishing of utilities to more than one unit or the common elements.

(D) The Phase 24 swimming pool, deck, restroom facility and parking area improvements, but only if the Developer constructs the improvements. The Phase 24 recreation amenities will be constructed if and when not less than twenty (20) units have been submitted to the Condominium. See paragraph 23 of the Declaration regarding the Developer's obligation to construct the Phase 24 improvements.

All incidental damage caused to a unit or limited common elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any alteration or addition made by a unit owner without prior Association approval as required elsewhere herein, nor shall the Association be responsible for repair or restoration costs if the need for the work was caused by the negligence of the owner.

11.2 Unit Owner Maintenance. Each unit owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own unit, together with all additions or improvements added thereto, and certain limited common elements, as provided in Section 8.3 of the Declaration.

11.3 Alteration of Units or Common Elements by Unit Owners. No owner shall make or permit the making of any material alterations or substantial additions to his unit or the common elements, or in any

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manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. Changes, additions or alterations to the side and rear yard improvements described in Section 5.4 of the Declaration, if approved by the Board of Directors, shall require an amendment to Exhibit "A" attached hereto to reflect the changes. Any such amendment need be executed only by the President and Secretary of the Association, and shall not require the approval of unit owners, lien holders or the Association, except as required by law.

Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the unit, are subject to regulation by the Board of Directors. No owner may alter the landscaping of the common elements in any way without prior Board approval.

11.4 Alterations and Additions to Common Elements and Association Property. Except for the limited common elements identified in Section 8.3 above, the protection, maintenance, repair, insurance and replacement of the common elements and association property is the responsibility of the Association and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the common elements or the real property owned by the Association costing more than $ 10,000.00 in the aggregate in any calendar year without prior approval of at least a majority of the voting interests. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the common elements or association property also constitutes a material alteration or substantial addition to the common elements, no prior unit owner approval is required.

11.5 Enforcement of Maintenance. If after reasonable notice the owner of a unit fails to maintain the unit or its appurtenant limited common elements as required above, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the unit, with or without notice to or consent of the tenant or unit owner, to repair, replace, or maintain any item which in the reasonable judgment of the Board of Directors may constitute a health or safety hazard to other property or residents. Any expenses incurred by the Association in performing work within the unit as authorized by this Declaration shall be charged to the unit owner, together with reasonable attorney's fees and other expenses or collection, if any.

11.6 Negligence; Damage Caused by Condition in Unit. The owner of each unit shall be liable for the expenses of any maintenance, repair or replacement of common elements, other units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or tenants. Each unit owner has a duty to maintain his unit, any limited common element appurtenant to the unit (except those limited common elements required to be maintained by the Association, as provided in Section 8.1), and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other units, the common elements or the property of other owners and residents. If any condition, defect or malfunction, resulting from the owner's failure to perform this duty causes damage to other units, the common elements, association property or property within other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the owner.

11.7 Association's Access to Units. The Association has an irrevocable right of access to the units for the purposes of protecting, maintaining, repairing and replacing the common elements or portions of a unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more units. The Association's right of access includes, without limitation, entry for purposes of preventive maintenance of safety equipment such as smoke alarms as well as the right, but not the duty,

to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the unit. The Association may retain a pass-key to all units. If it does, no unit owner shall alter any lock, nor install a new lock, which prevents access when the unit is unoccupied, unless the unit owner provides the Association with a key. If the Association is not provided with a key to the unit, the owner shall pay all costs incurred by the Association in gaining entrance to his unit, and also shall be responsible for any damage done to his unit in gaining entrance thereto, and shall also be liable for any damage resulting from delay in gaining entrance to his unit caused by the unavailability of a key.

11.8 Hurricane Shutter Specifications. The Association shall adopt hurricane shutter specifications which shall include color, style and other factors deemed relevant by the Association. All specifications adopted shall comply with the applicable building code in existence at the time in Collier County, Florida.

12. USE RESTRICTIONS. The use of the condominium property shall be in accordance with the following provisions:

12.1 Wiggins Bay Declaration of Covenants. Use of each unit is subject to the terms, provisions, assessments, covenants and restrictions included in the Wiggins Bay Declaration of Covenants dated June 20, 1984 and recorded June 21, 1984 in O.R. Book 1088, Page 1536 through Page 1561 of the Public Records of Collier County, Florida.

12.1 Units. Each unit shall be occupied by only one family at any time, as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any unit. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his unit. Such uses are expressly declared customarily incident to residential use.

12.2 Air Conditioning. All air conditioning units shall be shielded and hidden so that they shall not be readily visible from any unit.

12.3 Outdoor Equipment. All garbage and trash containers must be screened or fenced in pursuant to a plan approved by the Association.

12.4 Nothing to be Erected Upon Building or Common Elements. No signs, advertisements or notices of any type, free standing or otherwise installed, and no exterior antennas or aerials shall be erected or permitted upon the common elements unless the placement, character, form, size, lighting, and time of placement is first approved by the Board of Directors. A flagpole for display of the American flag only shall be permitted.

12.5 Minors. There are no restrictions or on the occupancy of the individual units in the condominium based upon the age of the person using or occupying the premises.

12.6 Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or on the common elements. However, dogs, cats and other common household pets may be kept in a unit subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred or maintained for commercial purposes. No animals shall be allowed to run loose at any time; and if the Association determines that any pet is a nuisance, a member will remove the pet from its unit.

12.7 Nuisances. No owner shall use his unit, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another unit,

or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each unit shall be consistent with existing laws and the condominium documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

12.8 Colors. No exterior colors on any unit shall be changed without the consent of the Board of Directors.

12.9 Use of Common Elements. The common elements shall not be obstructed, littered, defaced or misused in any manner. Lanais and walkways shall be used only for the purposes intended, and they shall not be used for hanging or drying clothing, for cleaning of rugs or other household items, or for storage of bicycles or other personal property.

12.10 Motor Vehicles; Parking.

(A) No vehicle shall be parked within the complex except on a paved parking surface, driveway or within the garage. Commercial vehicles, including all vehicles registered as trucks by the Florida Department of Safety and Motor Vehicles, or comparable agencies in other states, irrespective of capacity and of the purpose for which used at any particular time or times, shall be garaged and out of public view between the hours of 6:00 P.M. and 8.00 A.M. Monday through Friday and all day on Saturday, Sunday and holidays.

(B) Boats, boat trailers or other trailers of any kind, campers, mobile homes or disabled vehicles must be garaged and out of public view at all times.

(C) None of the aforesaid vehicles may be used as residence or domicile, either permanent or temporary.

12.11 Regulations. Reasonable regulations concerning the use of the Condominium property may be made and amended from time to time by the Board of Directors of the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendments shall be furnished by the Association to all unit owners and residents of the Condominium upon request. Each unit owner shall abide by the regulations so promulgated.

13. LEASING OF UNITS. In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of units by their owners shall be restricted as provided in this section. All leases of units must be in writing. A unit owner may lease only his entire unit, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person.

13.1 Procedures.

(A) Notice by the Unit Owner. An owner intending to lease his unit shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require a personal interview with any lessee and his spouse, if any, as a pre-condition to approval.

(B) Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have twenty (20) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.

(C) Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

(1) the unit owner is delinquent in the payment of assessments at the time the application is considered;

(2) the unit owner has a history of leasing his unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his unit;

(3) the real estate company or rental agent handling the leasing transaction on behalf of the unit owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval;

(4) the application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;

(5) the prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

(6) the prospective lessee has a history of conduct which evidences disregard for the rights and property of others;

(7) the prospective lessee evidences a strong probability of financial irresponsibility;

(8) the lessee, during previous occupancy, has evidenced an attitude of disregard for the Association rules;

(9) the prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit are not paid; or

(10) the owner fails to give proper notice of his intention to lease his unit to the Board of Directors.

(D) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days notice, without securing consent to such eviction from the unit owner.

(E) Applications; Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying condominium assessments may not be delegated to the lessee.

(F) Committee Approval. To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least three (3) members.

13.2 Term of Lease and Frequency of Leasing. No unit may be leased more often than four (4) times in any calendar year. The first day of occupancy under the lease shall determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

13.3 Exceptions. Upon written request of a unit owner, the Board of Directors may approve one additional lease of the unit within the same calendar year, but only under unusual circumstances to avoid undue hardship and inequity.

13.4 Occupancy During Lease Term. No one but the lessee, his family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the unit. The total number of overnight occupants of a leased unit is limited to two (2) persons per bedroom.

13.5 Occupancy in Absence of Lessee. If a lessee absents himself from the unit for any period of time during the lease term, his family within the first degree of relationship already in residence may continue to occupy the unit and may have house guests subject to all the restrictions in Sections 12 and 13.4 above. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the unit.

13.6 Use of Common Elements and Association Property. To prevent overtaxing the facilities, a unit owner whose unit is leased may not use the recreation or parking facilities during the lease term.

13.7 Regulation by Association. All of the provisions of the condominium documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a unit as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the condominium documents, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

13.8 Fees and Deposits Related to the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a unit, the Association may charge the owner a pre-set fee for processing the application, such fee not to exceed the maximum amount allowed by law. No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require any deposits that are authorized by the Condominium Act as amended from time to time.

14. TRANSFER OF OWNERSHIP OF UNITS. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a unit shall be subject to the following provisions:

14.1 Forms of Ownership:

(A) One Person. A unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

(B) Two or More Persons. Units may be owned by two or more natural persons. However, the intent of this provision is to allow flexibility in estate, tax or financial planning, and not to create circumstances where the unit may be used as short-term transient accommodations for multiple families. If the co-owners are other than husband and wife, the Board shall condition its approval upon the designation of one approved natural person as "primary

occupant". The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any twelve (12) month period.

(C) Ownership by Corporations, Partnerships or Trusts. A unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the unit may be used as short-term transient accommodations for several individuals or families. The approval of a trustee, or corporation, partnership or other entity as a unit owner shall be conditioned upon designation by the owner of one natural person to be the "primary occupant". The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any twelve (12) month period.

(D) Designation of Primary Occupant. Within thirty (30) days after the effective date of this provision, each owner of a unit which is owned in the forms of ownership stated in preceding subsections 14.1(B) and (C) shall designate a primary occupant in writing to the Association. If any unit owner fails to do so, the Board of Directors may make the initial designation for the owner, and shall notify the owner in writing of its action.

(E) Life Estate. A unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under 14.2 below. In that event, the life tenant shall be the only Association member from such unit, and occupancy of the unit shall be as if the life tenant was the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the unit. Any consent or approval required of association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights under Section 14.1(B), above.

14.2 Transfers.

(A) Sale or Gift. No unit owner may dispose of a unit or any ownership interest in a unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.

(B) Devise or Inheritance. If any unit owner acquires his title by devise or inheritance, his right to occupy or use the unit shall be subject to the approval of the Board of Directors under section 14.3(A)(2) below. The approval shall not be denied to any devisee or heir who was the prior owner's lawful spouse at the time of death, or was related to the owner by blood or adoption within the first degree.

(C) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the unit before being approved by the Board of Directors under the procedures outlined in Section 14.3 below.

(D) To facilitate transfers proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least three (3) members. The Chairman of the committee shall be deemed a Vice-President, and as such shall be empowered to execute

Certificates of Approval on behalf of the Association.

14.3 Procedures.

(A) Notice to Association.

(1) Sale or Gift. An owner intending to make a sale or gift of his unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, if any, and such other information as the Board may reasonably require. The Board may require a personal interview with any purchaser or donee and his spouse, if any, as a pre-condition to approval.

(2) Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board, but may sell or lease the unit following the procedures in this Section or Section 13.

(3) Demand. With the notice required in Subsection (A)(1) above, the owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser who shall purchase the unit at the same price and upon substantially the same terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the unit determined as provided below.

(4) Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any owner fails to obtain the Association's approval prior to selling an interest in a unit, such failure shall create a rebuttable presumption that the seller and the purchaser intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.

(B) Board Action. Within thirty (30) days after receipt of the required notice and all information or interviews requested, or not later than sixty (60) days after the notice required by paragraph (A) above is received, whichever occurs first, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

(C) Disapproval.

(1) With Good Cause. Approval of the Association shall be withheld for good cause only if a majority of the whole Board so votes, after receiving a written opinion of counsel that good cause exists. Only the following may be deemed to constitute good cause for disapproval:

(a) The person seeking approval has been convicted of a felony involving violence to persons or property, a felony involving possession or sale of

a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

(b) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

(c) The person seeking approval gives the Board reasonable cause to believe that person intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;

(d) The person seeking approval has a history of disruptive behavior or disregard for the rights or property of others;

(e) The person seeking approval has evidenced an attitude of disregard for association rules by his conduct in this Condominium as a tenant, unit owner or occupant of a unit;

(f) The transfer to the person seeking approval would result in that person owning more than two (2) units in the Condominium;

(g) The person seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process; or

(h) The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.

(2) Without Good Cause. The Association's approval shall not be denied unless a majority of the whole Board so votes. If the Board disapproves without good cause, and if the owner or transferee has made the demand set forth in Section 14.3(A)(3), then within thirty (30) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the owner (hereafter "the seller") the name of an approved purchaser who will purchase the unit at the same price, and upon substantially the same terms, as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two state-certified property appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing. Real property taxes and condominium assessments shall be prorated to the day of closing and the parties shall bear their own attorneys fees, if any. The closing shall take place not longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure or refusal to close by either party shall constitute a breach of contract and shall entitle the other party to seek specific performance or damages.

(3) If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.

14.4 Exception. The provisions of Sections 14.2 and 14.3 are not applicable to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure.

14.5 Unapproved Transfers. Any sale or transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board.

14.6 Fees and Deposits Related to the Sale of Units. Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a unit, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. The Association may also require any deposits that are authorized by the Condominium Act as amended from time to time.

15. INSURANCE. Insurance shall be carried and kept in force at all times in accordance with the following provisions:

15.1 Association Insurance; Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry by law and under the condominium documents, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the unit owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self insure.

15.2 Required Association Coverage. The Association shall purchase and carry insurance coverage as follows:

(A) Casualty. Casualty insurance covering all of the buildings (as that term is defined by the Florida Condominium Statutes) that are owned by the Association, in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the Board of Directors of the Association; such insurance to afford protection against loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract.

(B) Flood. In amounts deemed adequate by the Board of Directors, as available through the National Flood Insurance Program.

(C) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with a cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

(D) Workman's Compensation. Workers' Compensation insurance to meet the requirements of law.

(E) Statutory Fidelity Bond. In amounts deemed adequate by the Board of Directors, or as required by law.

15.3 Optional Association Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine from time to time to be in the best interest of the Association and unit owners, or as an institutional lender may reasonable require while it holds a mortgage encumbering any Unit. Director's liability insurance may be obtained as an Association expense.

15.4 Unit Owner Required Coverage. Each unit owner shall obtain, at their sole cost and

expense, casualty insurance (such as that described herein for the Association) on their respective Units, and all Limited Common elements, if any, appurtenant thereto. Said insurance shall be in the amount of the full insurable value of the improvements insured, and shall name the Association as an additional insured. Each Unit Owner shall provide the Association with proof of said insurance without demand of the Association.

15.5 Premiums. Premiums for all insurance obtained and purchased by the Association shall be paid by the Association. The cost of insurance premiums, and other incidental expenses incurred by the Association in administering and carrying out the provisions of this Section, shall be assessed against and collected from the unit owners as common expenses.

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

(A) Common Elements. Proceeds on account of damage to common elements shall be held in as many undivided shares as there are units, the shares of each unit owner being the same as his share in the common elements.

(B) Mortgagee. If a mortgagee endorsement has been issued as to a unit, the shares of the mortgagee and the unit owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against unit or units, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

15.7 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the unit owners in the following manner:

(A) Cost of Reconstruction or Repair. If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the remaining proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being paid jointly to them.

(B) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them.

15.8 Association as Agent. The Association is hereby irrevocably appointed as agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the condominium property.

16. RECONSTRUCTION OR REPAIR AFTER CASUALTY. If any part of the condominium property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

16.1 Damage to the Common Elements. Where loss or damage occurs to the common elements, exclusive of the limited common elements, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

16.2 Damage to Units. Where loss or damage occurs within one or more units, including a loss or damage to the limited common elements appurtenant thereto, the owner(s) of the damaged unit(s) shall be responsible for the reconstruction and/or repairs, except that upon the failure or refusal of the unit owner to timely effect the repairs or reconstruction, the Association may thereafter complete the same as provided herein.

16.3 Plans and Specifications. Any reconstruction or repairs must be substantially performed in accordance with the plans and specifications for the original buildings, or according to different plans and specifications approved by the Board of Directors, by the owners of at least three-fourths (3/4ths) of the units, and by the Primary Institutional Mortgagee, if any. Such approvals may not be unreasonable withheld. However, no change in plans and specifications shall materially reduce the interior floor space of any unit.

16.4 Reconstruction and Repair Procedures. Any loss or damage to the condominium property shall be reconstructed or repaired within a reasonable time. For the purposes of this provision, it shall be presumed that repair, reconstruction or rebuilding has occurred within a reasonable period of time if substantial work is commenced within ninety (90) days following the damage or destruction, and is completed within six (6) months thereafter. In the event a unit owner fails to commence or complete the repairs or reconstruction within a reasonable time, the Association shall have the right thereafter to either complete the same, or to clear the unit and/or building site of all debris and to charge the unit owner all costs and expenses incident thereto.

16.5 Application of Insurance Proceeds. It shall be presumed that the first monies disbursed for repair and restoration are from insurance proceeds; if there is a balance left in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be distributed to the unit owners, except as otherwise provided in Section 15.7 above.

17. CONDEMNATION.

17.1 Deposit of Awards with Association. 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.

17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the same manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

17.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be condominium property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, but the size of the Condominium will be reduced, the owners of condemned units, if any, will be made whole. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

17.4 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.

17.5 Adjustment of Shares in Common Elements. The shares in the common elements appurtenant to the units that continue as part of the Condominium shall be adjusted to distribute the ownership of the common elements among the reduced number of unit owners. This shall be done by restating the shares of continuing unit owners in the common elements as percentages of the total of the numbers representing the shares of these as they existed prior to the adjustment.

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

17.7 Amendment of Declaration. Any changes in units and in the common elements, in the ownership of the common elements, and in the sharing of common expenses that are necessitated by condemnation shall be accomplished by amending this Declaration. Such amendment need be approved only by the owners of a majority of the units. The consent of lien holders is not required for any such amendment.

18. TERMINATION. The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

18.1 Agreement. The Condominium may be terminated at any time by written agreement of at least ninety (90) percent of all the owners of units in the Condominium, and by all mortgagees who have recorded their mortgages.

18.2 Destruction. In the event it is determined in the manner elsewhere herein provided that the improvements shall not be reconstructed because of total destruction or major damage, the Condominium plan of ownership will be thereby terminated without agreement.

18.3 General Provisions. Upon termination, the former unit owners shall become the owners, as tenants in common, of all condominium and association property and the assets of the Association. The shares of such tenants in common shall be the same as were their shares of the common elements. The mortgagee or lienor of a unit owner shall have a mortgage or lien solely and exclusively upon the undivided share of such tenant in common in and to the lands and other assets of the Association which he may become entitled to receive by reason of such termination. The termination of the Condominium shall be evidenced by a certificate of the Association, executed with the formalities of a deed, and certifying as to the facts effecting the termination. Termination shall become effective when that certificate is recorded in the Public Records of Collier County, Florida.

18.4 New Condominium. The termination of the Condominium does not bar creation of another Condominium affecting all or any portion of the same property.

18.5 Partition: Sale. Following termination, the former condominium property and association property may be partitioned and sold upon the application of any unit owner. If following a termination, at least seventy-five percent (75%) of the voting interests agree to accept an offer for the sale of the property, all owners shall be bound to execute deeds and other documents reasonably required to effect the sale. In that event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto.

18.6 Last Board. The termination of the Condominium does not, by itself, terminate the Association. The members of the last Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration for the purpose of winding up the affairs of the Association.

18.7 Provisions Survive Termination. The provisions of this Section 18 are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed.

19. ENFORCEMENT.

19.1 Duty to Comply; Right to Sue. Each unit owner, his tenants and guests, and the Association

shall be governed by and shall comply with the provisions of the Condominium Act, the condominium documents and the rules and regulations of the Association. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a unit owner against:

(A) The Association;

(B) A unit owner

(C) Anyone who occupies or is a tenant or guest in a unit; or

(D) Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

19.2 Waiver of Rights. The failure of the Association or any member to enforce a right, provision, covenant or condition which may be granted by the condominium documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived by a unit owner if the waiver would adversely affect the rights of the owner or defeat the purpose of the provision, except that unit owners or Directors may waive notice of specific meetings as provided in the Bylaws. Any written instrument or instruction given by a purchaser or unit owner to an escrow agent may be relied upon by the escrow agent, whether or not such instruction and the payment of funds thereunder might otherwise constitute a waiver of any provision of the Condominium Act or the condominium documents.

19.3 Attorneys Fees. In any legal proceeding arising out of an alleged failure of a guest, tenant, unit owner or the Association to comply with the requirements of the Condominium Act, the condominium documents, or the Association's rules and regulations, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorneys fees as may be awarded by the court.

19.4 No Election of Remedies. All rights, remedies and privileges granted to the Association or unit owners under the law and the condominium documents shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges that may be available.

20. RIGHTS OF MORTGAGEES.

20.1 Approvals. Written consent of the institutional mortgagee of a unit shall be required for any amendment to the Declaration which would decrease the unit's share of ownership of the common elements, except as otherwise provided in Sections 17.5, 17.6 and 17.7.

20.2 Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceedings, or substantial damage to, or destruction of, any unit or any part of the common elements, the record holder of any first mortgage on an affected unit shall be entitled to notice.

20.3 First Mortgage Foreclosure. If the mortgagee of a first mortgage of record acquires title to a condominium parcel as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, the mortgagee shall be liable only for such share of the common expenses or assessments attributable to the condominium parcel, or chargeable to the former owner of the parcel, which came due prior to the mortgagee's acquisition of title, as the mortgagee shall be required to pay under the Condominium Act as amended from time to time. No acquirer of title to a condominium parcel by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any assessments coming due during the period of such ownership.

20.4 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any unit,

the Association, on behalf of one or more unit owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the unit at the foreclosure sale. Any mortgagee shall have an unrestricted, absolute right to accept title to the unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the unit at the foreclosure sale.

20.5 Right to Inspect Books. The Association shall make available to institutional mortgagees requesting same current copies of the condominium documents and the books, records and financial statements of the Association. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

20.6 Financial Statement. Any institutional mortgagee is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

20.7 Lender's Notices. Upon written request to the Association, any institutional mortgagee shall be entitled to timely written notice of:

(A) Any sixty (60) day or longer delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds a mortgage.

(B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

21. DEVELOPER'S RIGHTS AND DUTIES. Notwithstanding any other provision of this Declaration, so long as the Developer or any successor in interest to the Developer holds any units in the Condominium for sale in the ordinary course of business, the following provisions shall apply:

21.1 Developer's Use. Until the Developer has completed all of the contemplated improvements and has sold all of the units in the Condominium, either the unit owners nor the Association, nor their use of the condominium property shall unreasonably interfere with the completion of the contemplated improvements or the sale of units. The Developer may make any use of the unsold units and the common elements as may reasonably be expected to facilitate completion and sales, including but not limited to, maintenance of a sales office, display of signs, leasing units and showing the units for sale to prospective purchasers. The Developer also reserves the right to sell and lease back one or more units for use as "hospitality suites", providing short term guest accommodations for prospective purchasers or other business guests of the Developer.

21.2 Assignment. All or any of the rights, privileges, powers and immunities granted or reserved to the Developer in the Condominium Documents may be assigned by the Developer to any person or entity without the consent of any other unit owner or any holder of a mortgage secured by any unit. In the event of the foreclosure of any mortgage owed by the Developer, or deed in lieu of such foreclosure, the person or entity acquiring title to such interest by reason of such foreclosure, or deed in lieu of foreclosure, shall succeed to all rights, powers, privileges and immunities of the Developer.

21.3 Amendment of Plans and Alterations of Boundaries and Unit Dimensions. Developer reserves the right to change the interior design and arrangement of all units, to locate, change or alter the side and rear yard improvements described in Section 5.4 of the Declaration, and to alter the boundaries between units so long as Developer owns the units so altered, provided that Exhibit "A" attached hereto is amended to reflect the changes. Any such amendment need be executed only by the Developer, and shall

not require the approval of unit owners, lien holders or the Association, except as required by law.

21.4 Amendments by Developer. The Developer has the right under the Condominium Act to amend this Declaration and any of its exhibits for certain specific purposes. Said amendments may be made and executed solely by the Developer and recorded in the Public Records of Collier County, Florida, and without any requirement of securing the consent of any unit owner, the Association, or the owner and holder of any lien encumbering a condominium parcel.

21.5 Sales of Units. The Developer shall have the right to sell or transfer any unit owned by it to any person, on such terms and conditions as it deems in its own best interest

21.6 Turnover. The Developer may turn over control of the Association to unit owners other than the Developer prior to the statutory dates, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of unit owners other than the Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days notice of the Developer's decision to cause its appointees to resign is given to unit owners, neither the Developer, nor such appointees shall be liable in any manner in connection with such resignations, even if unit owners other than the Developer refuse or fail to assume control.

22. AMENDMENT OF DECLARATION. All amendments to this Declaration shall be proposed and adopted in the following manner:

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

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

22.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Condominium Documents, this Declaration may be amended if the proposed amendment is approved by at least two-thirds (2/3rds) of the voting interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose. Alternatively, amendments may be adopted without a meeting following the procedure set forth in Section 3.12 of the Bylaws.

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

22.5 Proviso. An amendment may change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of a parcel shares the common expenses and owns the common surplus, only if the record owner of the unit and all record owners of liens on the unit, if any, consent in writing to the amendment and at least a majority of the total voting interests approve such amendment. This proviso does not apply to changes caused by condemnation or a taking by eminent domain as provided in Section 17 above.

22.6 Enlargement of Common Elements. The common elements designated by this Declaration may be enlarged to add real property acquired by the Association through amendment of this Declaration. The amendment must be approved by the procedure set forth in Section 22.5 above. The amendment divests the Association of title and vests title in the unit owners without naming them and without further conveyance, in the same proportion as the undivided shares in the common elements that are appurtenant

to the units.

22.7 Correction of Errors. If there is an omission or error in this Declaration of Condominium or in other documents required by Florida law to establish the Condominium, the Association may correct the error or omission by following the procedures set forth in the Condominium Act.

22.8 Amendment of Provisions Relating to Developer. As long as the Developer holds any units in the Condominium for sale in the ordinary course of business, no amendment shall be effective to change any provision relating specifically to the Developer without the Developer's written consent.

23. PHASE DEVELOPMENT. This Condominium will be developed in phases pursuant to Section 718.403, of the Florida Condominium Act.

23.1 Phase Development Plan. The Condominium has the potential for a maximum of forty six (46) condominium units to be constructed in twenty-three (23) buildings. Each building will include two (2) residential condominium units, with each building to be added to the Condominium as a separate phase. Developer will initially submit Phases 1 through 7, inclusive, to condominium ownership and the Condominium will include a total of 14 units. If all the units are constructed, this Condominium will be developed in twenty-four (24) phases.

The 24th phase includes the swimming pool, deck area, rest room facility, and the pool parking area. No residential units will be included in Phase 24, and the Developer may not be obligated to construct the Phase 24 recreation facilities. The Developer intends to submit Phase 24 to the condominium with the pool, deck, restroom and parking improvements only if and when not less than twenty (20) units have been submitted to the Condominium. The phases will not necessarily be developed in the sequential order of the numerical phase designations.

23.2 Phases 1 through 24, Land and Improvements. The Land contained within Phases 1 through 24, inclusive, is graphically and legally described in Exhibit "A" to this Declaration. The survey and plot plan of said Phases 1 through 24, inclusive, as graphically depicted on sheet 1 of Exhibit "A" to this Declaration shows the approximate location of the buildings and the improvements being constructed thereon that are being submitted to the condominium form of ownership.

There will be two (2) typical building types in the Condominium, a Type A building and a Type B building. Each building will contain two (2) residential units, identified as either the Left unit or the Right unit. Each Phase will include two (2) residential units. The typical floor plans for the Type A and Type B buildings are graphically depicted on sheet 4 of Exhibit "A" to this Declaration. All phases shall be collectively, known as WIGGINS BAY VILLAS, A CONDOMINIUM, with each of the phases designated and known as follows:

PHASE	BUILDING TYPE	PHASE DESIGNATION
1	BUILDING A	WIGGINS BAY VILLAS, PHASE 1
2	BUILDING A	WIGGINS BAY VILLAS, PHASE 2
3	BUILDING B	WIGGINS BAY VILLAS, PHASE 3
4	BUILDING A	WIGGINS BAY VILLAS, PHASE 4
5	BUILDING A	WIGGINS BAY VILLAS, PHASE 5
6	BUILDING A	WIGGINS BAY VILLAS, PHASE 6
7	BUILDING A	WIGGINS BAY VILLAS, PHASE 7
8	BUILDING A	WIGGINS BAY VILLAS, PHASE 8

9	BUILDING A	WIGGINS BAY VILLAS, PHASE 9
10	BUILDING A	WIGGINS BAY VILLAS, PHASE 10
11	BUILDING A	WIGGINS BAY VILLAS, PHASE 11
12	BUILDING A	WIGGINS BAY VILLAS, PHASE 12
13	BUILDING A	WIGGINS BAY VILLAS, PHASE 13
14	BUILDING A	WIGGINS BAY VILLAS, PHASE 14
15	BUILDING A	WIGGINS BAY VILLAS, PHASE 15
16	BUILDING A	WIGGINS BAY VILLAS, PHASE 16
17	BUILDING B	WIGGINS BAY VILLAS, PHASE 17
18	BUILDING A	WIGGINS BAY VILLAS, PHASE 18
19	BUILDING A	WIGGINS BAY VILLAS, PHASE 19
20	BUILDING A	WIGGINS BAY VILLAS, PHASE 20
21	BUILDING A	WIGGINS BAY VILLAS, PHASE 21
22	BUILDING A	WIGGINS BAY VILLAS, PHASE 22
23	BUILDING B	WIGGINS BAY VILLAS, PHASE 23
24	COMMON ELEMENTS	WIGGINS BAY VILLAS, PHASE 24

23.3 Phases 1 through 7, Tracts C and D, and Improvements. The initial phases herein submitted to the Condominium are Phases 1 through 7, inclusive, Tracts C and D, and several small parcel common element areas of Tract B, all as described in paragraphs 1 and 2 of the Declaration, and legally and graphically described in Exhibit "A" to the Declaration. Phases 1 through 7 include seven (7) buildings with fourteen (14) condominium units. Tracts C and D are drainage and conservation easement areas. Tract 9A is the street right-of-way for Wiggins Bay Drive and is not part of the Condominium. Tract 9A is privately owned and maintained by the Master Association and serves as access for all members of the Master Association. Ownership of a Condominium unit includes and requires a membership in the Master Association.

23.4 Potential Additional Land. The Developer intends to submit additional land to the condominium form of ownership. Such additions to the Land, as described on Exhibit A, may from time to time hereafter be added to the Condominium in accordance with the terms of this Declaration as Phases 8 through 24, inclusive. At the time of recording this Declaration, the Developer is not obligated to construct any improvements upon, nor to make any or all of the remaining Phases a part of this Condominium. Additionally, the Developer is not obligated to construct the swimming pool, deck, restroom facility and parking area improvements planned for Phase 24. The Phase 24 recreation amenities will be constructed if and when not less than twenty (20) units have been submitted to the Condominium. The remaining Phases shall be submitted, and the Phase 24 improvements shall be completed, if at all, not later than seven (7) years after the date of recordation of this Declaration of Condominium in the Public Records of Collier County, Florida.

23.5 Condominium Improvements. The improvements comprising Phases 1 through 24 of the Condominium shall consist of the following:

(A) The minimum and maximum number of units in Phases 1 through 23 will be two (2) units for each Phase. The types of buildings constructed, and the exterior appearance of the buildings, may vary slightly. The general size of the units shall range from a minimum of

1,050 square feet of living area (1,530 square feet of total area) to a maximum of 1,600 square feet of living area (2,100 square feet of total area).

(B) Phase 24 will include a recreation facility. If the facility is constructed, it will include an approximate 20 foot by 40 foot (796 square feet) swimming pool with a water depth sloping from 3 feet to 6 feet, a pool deck as configured in Exhibit "A", and associated men's and woman's restroom facilities, together with the parking areas and other common elements, all as graphically shown on sheet 1 of Exhibit "A" to the Declaration. If the Phase 24 recreation facility is constructed, the Developer will include pool furniture with a minimum purchase value of $1,000.00. The Phase 24 recreation amenities will be constructed and Phase 24 submitted to the Condominium if and when not less than twenty (20) units have been submitted to the Condominium. Construction will start within 30 days after submission of the 20th unit, and will be completed within 180 days after the construction start.

(C) If any or all of the additional Phases are constructed and made a part of this condominium, the size of the units will be similar to the size of the units in the Type A or Type B buildings as described in the typical floor plans attached to this Declaration Exhibit "A".

(D) The Developer reserves the right to construct individual swimming pools, spas, decks and/or lanai extensions within the limited common element areas as appurtenances to the units constructed as part of the improvements to Phases 1 through 23, as provided elsewhere in this Declaration.

23.6 Non-Material Changes in Legal Descriptions of Subsequent Phases. Developer may make non-material changes in the legal description of a phase, in accordance with and pursuant to Section 718.403 of the Florida Condominium Act.

23.7 Developer's Election To Add Subsequent Phases; Declaration of Amendment. Any and all land and improvements proposed to be included as additional Phases, all as described in this Declaration, shall not become a part of the Condominium unless submitted by means of a recorded amendment to this Declaration. The decision to submit subsequent phases shall be made solely by the Developer, or a successor in interest to the Developer holding the development rights to the Exhibit "A" property. The land comprising Phases 8 through 24, if not submitted to the Condominium, may be used by the Developer, its successors and/or assigns for any lawful purpose, including the creation of other separate condominiums or any other type of residential housing, if such development is approved by the appropriate governing authorities.

23.8 Impact of Submission of Subsequent Phases. Development of the subsequent phases will have the following impact on the initial phase:

(A) reduction in the applicable fractional share of ownership in the common elements and common surplus.

(B) dilution of individual voting power by virtue of an increase in the total number of voting interests.

(C) increase in the size of the Condominium and increase in the total number of units in the Condominium.

(D) possible increase in the aggregate expenses attributable to the maintenance, operation, and management of the Condominium.

23.9 Share of Ownership and Expenses Upon Submission of Subsequent Phases. Section 6.1 of this Declaration reflects each unit's fractional ownership share of the common elements and common surplus and the manner of sharing common expenses. When and if additional lands and units are submitted to the

Condominium, the formula to used to reallocate each unit's fractional share of ownership in the common elements and common surplus, and the manner of sharing common expenses as the subsequent phases are submitted, shall be the formula and fraction described in Section 6.1 of this Declaration.

23.10 Membership, Vote and Ownership in the Association. The membership, vote and ownership in the Association attributable to each unit in each phase, as each phase is developed and submitted to the Condominium, can be computed by means of the formula described in Section 23.9 of the Declaration.

24. MISCELLANEOUS

24.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any recorded exhibit to this Declaration, shall not effect the remaining portions.

24.2 Applicable Statutes. The validity, application and construction of this Declaration and its recorded exhibits shall be governed by the Laws of Florida, particularly the Florida Condominium Act, as it exists on the date hereof.

24.3 Conflicts. If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. If there is a conflict between this Declaration and the Association's Articles of Incorporation or Bylaws, the Declaration shall control.

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

24.5 Exhibits. There is hereby incorporated within this Declaration any materials contained in the exhibits hereto which, under the Condominium Act, are required to be part of the Declaration.

24.6 Singular, Plural and Gender. Whenever the context so requires, the use of the plural shall include the singular and the plural, and the use of any gender shall be deemed to include all genders.

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

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

Signed in the presence of:

Signature of Witness:

Printed Name of Witness

Signature of Witness

Printed Name of Witness

WIGGINS VILLAS, INC., a Florida Corporation

BY: _____
Eugene Thrushman, President

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 9th day of September, 1994, by Eugene Thrushman, as President of Wiggins Villas, Inc., a Florida corporation, on behalf of said corporation. He is personally known to me, and did not take an oath.

Signature of Notary

Linda M. Graber
Printed Name of Notary

My Commission Expires:

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
LINDA M GRABER
COMMISSION NUMBER
CC347923
MY COMMISSION EXP.
FEB. 13,1998

EXHIBIT "A"

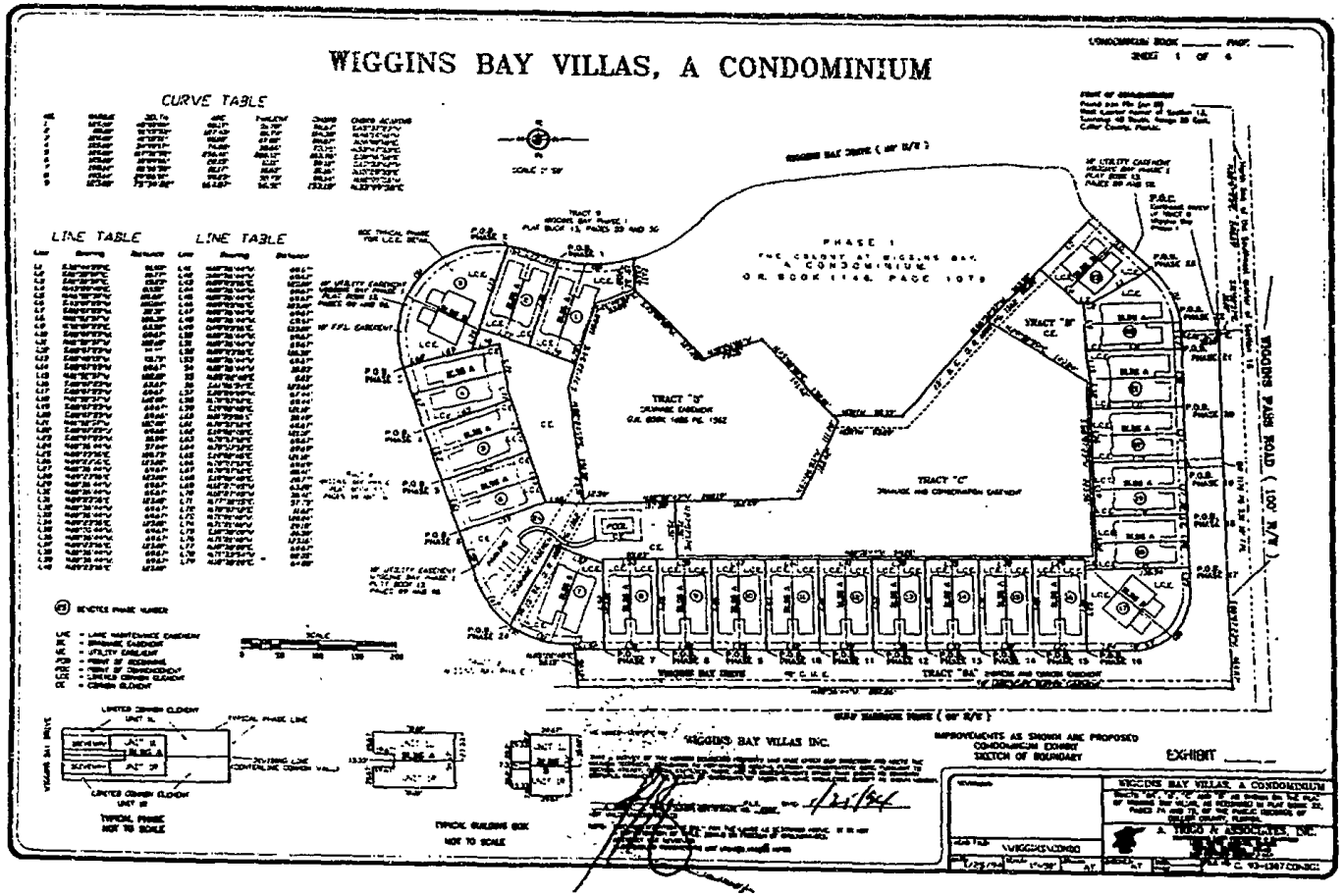
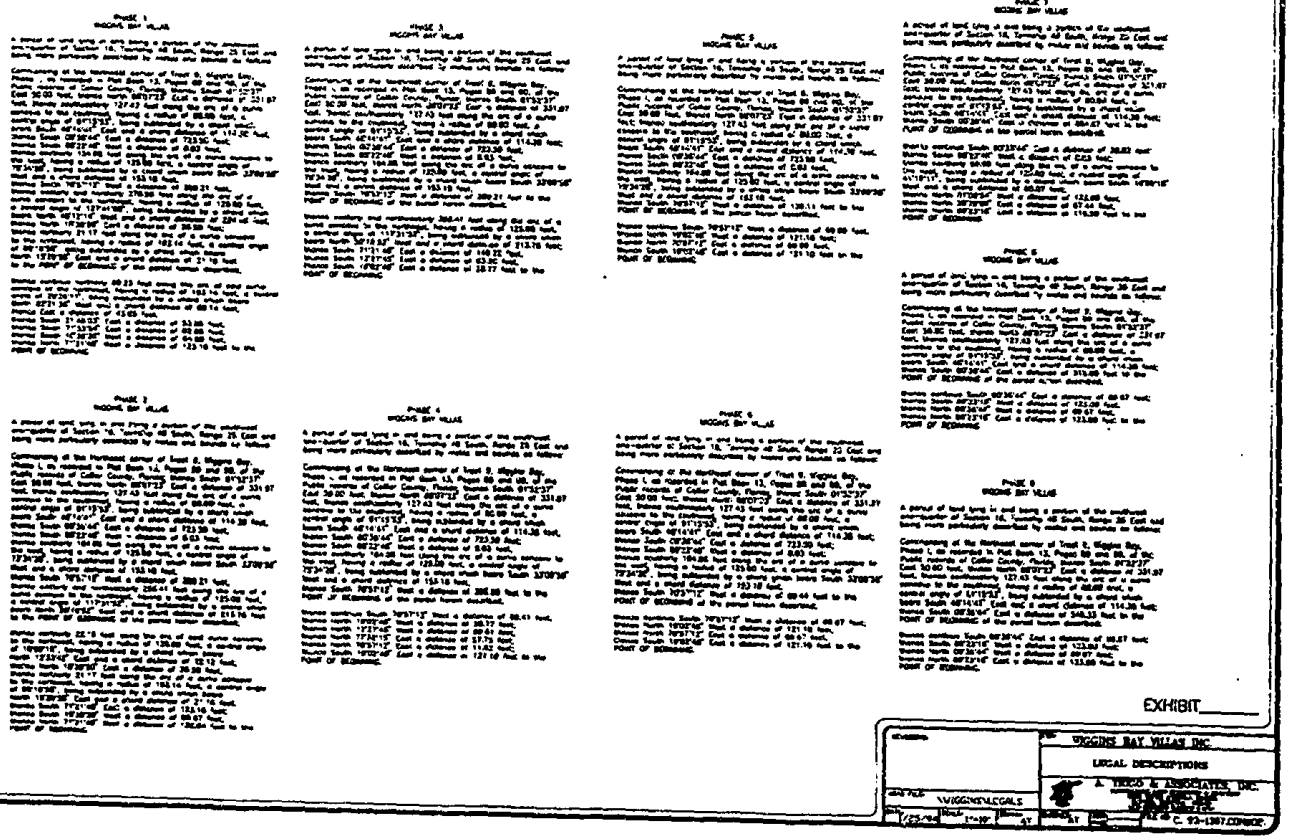

WIGGINS BAY VILLAS, A CONDOMINIUM
CURVE TABLE
LINE TABLE
LINE TABLE
PHASE I
TRACT "B"
TRACT "C"
TRACT "D"
TRACT "E"
WIGGINS BAY VILLAS INC.
IMPROVEMENTS AS SHOWN ARE PROPOSED
CONDOMINIUM EXHIBIT
SKETCH OF BOUNDARY
EXHIBIT
WIGGINS BAY VILLAS, A CONDOMINIUM
A. TRIGO & ASSOCIATES, INC.
TYPICAL PHASE
NOT TO SCALE
TYPICAL BUILDING BOX
NOT TO SCALE

EXHIBIT "A"

WIGGINS BAY VILLAS, A CONDOMINIUM

CONDOMINIUM BOOK_____ PAGE_____

SHEET 2 OF 4



EXHIBIT_____

WIGGINS BAY VILLAS INC.

LEGAL DESCRIPTIONS

A. TROSS & ASSOCIATES, INC.

EXHIBIT "A"

WIGGINS BAY VILLAS, A CONDOMINIUM

CONDOMINIUM BOOK_____ PAGE_____

SHEET 3 OF 4

PHASE 10
WIGGINS BAY VILLAS

A portion of land lying in and being a portion of the southwest one-quarter of Section 16, Township 48 South, Range 25 East and being more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of Tract 9, Wiggins Bay, Phase I, as recorded in Plat Book 13, Pages 89 and 90, of the Public Records of Collier County, Florida, thence South 01°32'37" East 30.00 feet, thence North 88°07'23" East a distance of 331.07 feet, thence Southwesterly 127.43 feet along the arc of a curve concave to the southwest, having a radius of 80.00 feet, a central angle of 91°13'53", being subtended by a chord which bears South 46°14'41" East and a chord distance of 114.38 feet, thence South 00°36'44" East a distance of 176.86 feet to the POINT OF BEGINNING of the parcel herein described.

Thence continue South 00°36'44" East a distance of 60.67 feet, thence South 00°23'16" West a distance of 123.00 feet, thence North 00°36'44" West a distance of 60.67 feet, thence North 00°23'16" East a distance of 123.00 feet to the POINT OF BEGINNING.

PHASE 11
WIGGINS BAY VILLAS

A portion of land lying in and being a portion of the southwest one-quarter of Section 16, Township 48 South, Range 25 East and being more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of Tract 9, Wiggins Bay, Phase I, as recorded in Plat Book 13, Pages 89 and 90, of the Public Records of Collier County, Florida, thence South 01°32'37" East 30.00 feet, thence North 88°07'23" East a distance of 331.07 feet, thence Southwesterly 127.43 feet along the arc of a curve concave to the southwest, having a radius of 80.00 feet, a central angle of 91°13'53", being subtended by a chord which bears South 46°14'41" East and a chord distance of 114.38 feet, thence South 00°36'44" East a distance of 180.86 feet to the POINT OF BEGINNING of the parcel herein described.

Thence continue South 00°36'44" East a distance of 60.67 feet, thence South 00°23'16" West a distance of 123.00 feet, thence North 00°36'44" West a distance of 60.67 feet, thence North 00°23'16" East a distance of 123.00 feet to the POINT OF BEGINNING.

PHASE 12
WIGGINS BAY VILLAS

A portion of land lying in and being a portion of the southwest one-quarter of Section 16, Township 48 South, Range 25 East and being more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of Tract 9, Wiggins Bay, Phase I, as recorded in Plat Book 13, Pages 89 and 90, of the Public Records of Collier County, Florida, thence South 01°32'37" East 30.00 feet, thence North 88°07'23" East a distance of 331.07 feet, thence Southwesterly 127.43 feet along the arc of a curve concave to the southwest, having a radius of 80.00 feet, a central angle of 91°13'53", being subtended by a chord which bears South 46°14'41" East and a chord distance of 114.38 feet, thence South 00°36'44" East a distance of 180.86 feet to the POINT OF BEGINNING of the parcel herein described.

Thence continue South 00°36'44" East a distance of 60.67 feet, thence South 00°23'16" West a distance of 123.00 feet, thence North 00°36'44" West a distance of 60.67 feet, thence North 00°23'16" East a distance of 123.00 feet to the POINT OF BEGINNING.

PHASE 13
WIGGINS BAY VILLAS

A portion of land lying in and being a portion of the southwest one-quarter of Section 16, Township 48 South, Range 25 East and being more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of Tract 9, Wiggins Bay, Phase I, as recorded in Plat Book 13, Pages 89 and 90, of the Public Records of Collier County, Florida, thence South 01°32'37" East 30.00 feet, thence North 88°07'23" East a distance of 331.07 feet, thence Southwesterly 127.43 feet along the arc of a curve concave to the southwest, having a radius of 80.00 feet, a central angle of 91°13'53", being subtended by a chord which bears South 46°14'41" East and a chord distance of 114.38 feet, thence South 00°36'44" East a distance of 180.86 feet to the POINT OF BEGINNING of the parcel herein described.

Thence continue South 00°36'44" East a distance of 60.67 feet, thence South 00°23'16" West a distance of 123.00 feet, thence North 00°36'44" West a distance of 60.67 feet, thence North 00°23'16" East a distance of 123.00 feet to the POINT OF BEGINNING.

PHASE 14
WIGGINS BAY VILLAS

A portion of land lying in and being a portion of the southwest one-quarter of Section 16, Township 48 South, Range 25 East and being more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of Tract 9, Wiggins Bay, Phase I, as recorded in Plat Book 13, Pages 89 and 90, of the Public Records of Collier County, Florida, thence South 01°32'37" East 30.00 feet, thence North 88°07'23" East a distance of 331.07 feet, thence Southwesterly 127.43 feet along the arc of a curve concave to the southwest, having a radius of 80.00 feet, a central angle of 91°13'53", being subtended by a chord which bears South 46°14'41" East and a chord distance of 114.38 feet, thence South 00°36'44" East a distance of 180.86 feet to the POINT OF BEGINNING of the parcel herein described.

Thence continue South 00°36'44" East a distance of 60.67 feet, thence South 00°23'16" West a distance of 123.00 feet, thence North 00°36'44" West a distance of 60.67 feet, thence North 00°23'16" East a distance of 123.00 feet to the POINT OF BEGINNING.

PHASE 15
WIGGINS BAY VILLAS

A portion of land lying in and being a portion of the southwest one-quarter of Section 16, Township 48 South, Range 25 East and being more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of Tract 9, Wiggins Bay, Phase I, as recorded in Plat Book 13, Pages 89 and 90, of the Public Records of Collier County, Florida, thence South 01°32'37" East 30.00 feet, thence North 88°07'23" East a distance of 331.07 feet, thence Southwesterly 127.43 feet along the arc of a curve concave to the southwest, having a radius of 80.00 feet, a central angle of 91°13'53", being subtended by a chord which bears South 46°14'41" East and a chord distance of 114.38 feet, thence South 00°36'44" East a distance of 180.86 feet to the POINT OF BEGINNING of the parcel herein described.

Thence continue South 00°36'44" East a distance of 60.67 feet, thence South 00°23'16" West a distance of 123.00 feet, thence North 00°36'44" West a distance of 60.67 feet, thence North 00°23'16" East a distance of 123.00 feet to the POINT OF BEGINNING.

PHASE 16
WIGGINS BAY VILLAS

A portion of land lying in and being a portion of the southwest one-quarter of Section 16, Township 48 South, Range 25 East and being more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of Tract 9, Wiggins Bay, Phase I, as recorded in Plat Book 13, Pages 89 and 90, of the Public Records of Collier County, Florida, thence South 01°32'37" East 30.00 feet, thence North 88°07'23" East a distance of 331.07 feet, thence Southwesterly 127.43 feet along the arc of a curve concave to the southwest, having a radius of 80.00 feet, a central angle of 91°13'53", being subtended by a chord which bears South 46°14'41" East and a chord distance of 114.38 feet, thence South 00°36'44" East a distance of 180.86 feet to the POINT OF BEGINNING of the parcel herein described.

Thence continue South 00°36'44" East a distance of 60.67 feet, thence South 00°23'16" West a distance of 123.00 feet, thence North 00°36'44" West a distance of 60.67 feet, thence North 00°23'16" East a distance of 123.00 feet to the POINT OF BEGINNING.

PHASE 17
WIGGINS BAY VILLAS

A portion of land lying in and being a portion of the southwest one-quarter of Section 16, Township 48 South, Range 25 East and being more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of Tract 9, Wiggins Bay, Phase I, as recorded in Plat Book 13, Pages 89 and 90, of the Public Records of Collier County, Florida, thence South 01°32'37" East 30.00 feet, thence North 88°07'23" East a distance of 331.07 feet, thence Southwesterly 127.43 feet along the arc of a curve concave to the southwest, having a radius of 80.00 feet, a central angle of 91°13'53", being subtended by a chord which bears South 46°14'41" East and a chord distance of 114.38 feet, thence South 00°36'44" East a distance of 180.86 feet to the POINT OF BEGINNING of the parcel herein described.

Thence continue South 00°36'44" East a distance of 60.67 feet, thence South 00°23'16" West a distance of 123.00 feet, thence North 00°36'44" West a distance of 60.67 feet, thence North 00°23'16" East a distance of 123.00 feet to the POINT OF BEGINNING.

PHASE 18
WIGGINS BAY VILLAS

A portion of land lying in and being a portion of the southwest one-quarter of Section 16, Township 48 South, Range 25 East and being more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of Tract 9, Wiggins Bay, Phase I, as recorded in Plat Book 13, Pages 89 and 90, of the Public Records of Collier County, Florida, thence South 01°32'37" East 30.00 feet, thence North 88°07'23" East a distance of 331.07 feet, thence Southwesterly 127.43 feet along the arc of a curve concave to the southwest, having a radius of 80.00 feet, a central angle of 91°13'53", being subtended by a chord which bears South 46°14'41" East and a chord distance of 114.38 feet, thence South 00°36'44" East a distance of 180.86 feet to the POINT OF BEGINNING of the parcel herein described.

Thence continue South 00°36'44" East a distance of 60.67 feet, thence South 00°23'16" West a distance of 123.00 feet, thence North 00°36'44" West a distance of 60.67 feet, thence North 00°23'16" East a distance of 123.00 feet to the POINT OF BEGINNING.

PHASE 19
WIGGINS BAY VILLAS

A portion of land lying in and being a portion of the southwest one-quarter of Section 16, Township 48 South, Range 25 East and being more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of Tract 9, Wiggins Bay, Phase I, as recorded in Plat Book 13, Pages 89 and 90, of the Public Records of Collier County, Florida, thence South 01°32'37" East 30.00 feet, thence North 88°07'23" East a distance of 331.07 feet, thence Southwesterly 127.43 feet along the arc of a curve concave to the southwest, having a radius of 80.00 feet, a central angle of 91°13'53", being subtended by a chord which bears South 46°14'41" East and a chord distance of 114.38 feet, thence South 00°36'44" East a distance of 180.86 feet to the POINT OF BEGINNING of the parcel herein described.

Thence continue South 00°36'44" East a distance of 60.67 feet, thence South 00°23'16" West a distance of 123.00 feet, thence North 00°36'44" West a distance of 60.67 feet, thence North 00°23'16" East a distance of 123.00 feet to the POINT OF BEGINNING.

PHASE 20
WIGGINS BAY VILLAS

A portion of land lying in and being a portion of the southwest one-quarter of Section 16, Township 48 South, Range 25 East and being more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of Tract 9, Wiggins Bay, Phase I, as recorded in Plat Book 13, Pages 89 and 90, of the Public Records of Collier County, Florida, thence South 01°32'37" East 30.00 feet, thence North 88°07'23" East a distance of 331.07 feet, thence Southwesterly 127.43 feet along the arc of a curve concave to the southwest, having a radius of 80.00 feet, a central angle of 91°13'53", being subtended by a chord which bears South 46°14'41" East and a chord distance of 114.38 feet, thence South 00°36'44" East a distance of 180.86 feet to the POINT OF BEGINNING of the parcel herein described.

Thence continue South 00°36'44" East a distance of 60.67 feet, thence South 00°23'16" West a distance of 123.00 feet, thence North 00°36'44" West a distance of 60.67 feet, thence North 00°23'16" East a distance of 123.00 feet to the POINT OF BEGINNING.

PHASE 21
WIGGINS BAY VILLAS

A portion of land lying in and being a portion of the southwest one-quarter of Section 16, Township 48 South, Range 25 East and being more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of Tract 9, Wiggins Bay, Phase I, as recorded in Plat Book 13, Pages 89 and 90, of the Public Records of Collier County, Florida, thence South 01°32'37" East 30.00 feet, thence North 88°07'23" East a distance of 331.07 feet to the POINT OF BEGINNING of the parcel herein described.

Thence continue North 88°07'23" East a distance of 60.67 feet, thence South 01°32'37" East a distance of 123.00 feet, thence South 00°07'23" West a distance of 38.10 feet, thence South 00°46'19" West a distance of 33.75 feet, thence North 01°32'37" West a distance of 126.38 feet to the POINT OF BEGINNING.

PHASE 22
WIGGINS BAY VILLAS

A portion of land lying in and being a portion of the southwest one-quarter of Section 16, Township 48 South, Range 25 East and being more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of Tract 9, Wiggins Bay, Phase I, as recorded in Plat Book 13, Pages 89 and 90, of the Public Records of Collier County, Florida, thence South 01°32'37" East 30.00 feet, thence North 88°07'23" East a distance of 331.07 feet to the POINT OF BEGINNING of the parcel herein described.

Thence North 88°07'23" East a distance of 32.31 feet, thence South 01°32'37" East a distance of 126.38 feet, thence South 00°07'23" West a distance of 63.52 feet, thence North 01°32'37" West a distance of 16.77 feet, thence North 32°44'33" West a distance of 91.43 feet, thence northwesterly 98.17 feet along the arc of a curve concave to the southwest, having a radius of 129.38 feet, a central angle of 48°09'00", being subtended by a chord which bears North 69°37'23" East and a chord distance of 95.67 feet to the POINT OF BEGINNING.

PHASE 23
WIGGINS BAY VILLAS

A portion of land lying in and being a portion of the southwest one-quarter of Section 16, Township 48 South, Range 25 East and being more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of Tract 9, Wiggins Bay, Phase I, as recorded in Plat Book 13, Pages 89 and 90, of the Public Records of Collier County, Florida, thence South 01°32'37" East 30.00 feet, thence northwesterly 98.17 feet along the arc of a curve concave to the southwest, having a radius of 129.38 feet, a central angle of 48°09'00", being subtended by a chord which bears South 69°37'23" East and a chord distance of 95.67 feet to the POINT OF BEGINNING of the parcel of land herein described.

Thence South 32°44'33" East a distance of 91.43 feet, thence South 01°32'37" East a distance of 16.23 feet, thence South 42°26'46" West a distance of 88.31 feet, thence North 46°31'37" West a distance of 101.88 feet, thence North 43°07'23" East a distance of 103.84 feet to the POINT OF BEGINNING.

PHASE 24
WIGGINS BAY VILLAS

A portion of land lying in and being a portion of the southwest one-quarter of Section 16, Township 48 South, Range 25 East and being more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of Tract 9, Wiggins Bay, Phase I, as recorded in Plat Book 13, Pages 89 and 90, of the Public Records of Collier County, Florida, thence South 01°32'37" East 30.00 feet, thence North 88°07'23" East a distance of 331.07 feet, thence Southwesterly 127.43 feet along the arc of a curve concave to the southwest, having a radius of 80.00 feet, a central angle of 91°13'53", being subtended by a chord which bears South 46°14'41" East and a chord distance of 114.38 feet, thence South 00°36'44" East a distance of 723.00 feet, thence South 00°23'16" West a distance of 0.00 feet, thence northwesterly 98.17 feet along the arc of a curve concave to the south, having a radius of 129.38 feet, a central angle of 41°19'11", being subtended by a chord which bears South 32°04'38" West and a chord distance of 80.67 feet to the POINT OF BEGINNING of the parcel herein described.

Thence continue 74.00 feet along the arc of the aforementioned curve, having a radius of 129.38 feet, a central angle of 34°18'17", being subtended by a chord which bears South 52°47'33" West and a chord distance of 73.70 feet, thence South 70°57'12" West a distance of 68.44 feet, thence North 15°00'46" West a distance of 121.10 feet, thence North 01°36'06" East a distance of 90.49 feet, thence North 00°02'43" West a distance of 117.38 feet, thence North 01°31'17" East a distance of 78.34 feet, thence South 00°36'44" East a distance of 60.83 feet, thence North 00°23'16" East a distance of 0.00 feet, thence South 00°28'06" West a distance of 62.44 feet, thence South 01°06'34" East a distance of 123.00 feet to the POINT OF BEGINNING.

EXHIBIT_____

REVISIONS	WIGGINS BAY VILLAS INC.
	LEGAL DESCRIPTIONS
	A. TRIGO & ASSOCIATES, INC.
SCALE 1"=10'	C. 93-1397.CONDO3

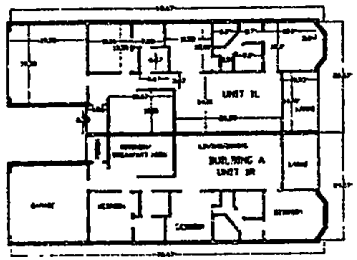
EXHIBIT "A"

CONDOMINIUM BOOK____ PAGE____

SHEET 4 OF 4

WIGGINS BAY VILLAS, A CONDOMINIUM

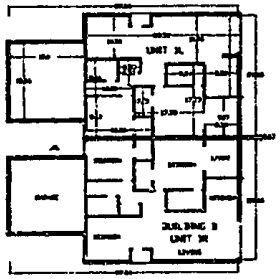
BUILDING A



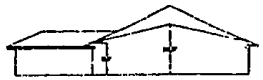
TYPICAL FLOOR

RIGHT ELEVATION

BUILDING B

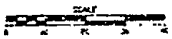


TYPICAL FLOOR



RIGHT ELEVATION

EXHIBIT_____



FLOOR PLANS

NOTE: FLOOR PLANS ARE MIRROR IMAGES UNIT DUE TO UNIT TWO

WIGGINS BAY VILLAS INC
TYPICAL BUILDINGS

A. TRICO & ASSOCIATES, INC.

OR: 1987 PG: 0651

A. TRIGO & ASSOCIATES, INC.
Professional Land Surveyors
2223 Trade Center Way
Naples, Florida 33942

Antonio Trigo, PLS
President

(813) 594-8448
FAX (813) 594-0554

SURVEYORS CERTIFICATE

As to Wiggins Bay Villas, a Condominium, Phase 5, being a part of Wiggins Bay Villas, as recorded in Plat Book 22, pages 74 and 75 of the Public Records of Collier County, Florida.

I, Antonio Trigo, of Naples, County of Collier and State of Florida, pursuant to Section 718.104 (4)(e) Florida Statutes, hereby certify as follows;

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida;

2. That this certificate is made as to Wiggins Bay Villas, a Condominium, Phase 5, Units 1L and 1R, being a part of Wiggins Bay Villas, as recorded in Plat Book 21, pages 70 and 71, Collier County, Florida.

3. That the applicable sheets of A. Trigo & Associates Inc., Exhibit A, as revised August 10, 1994, together with the provisions of the declaration relating to matters of survey, constitute an accurate representation of the improvements of said Units as they now exist and there can be determined from them the identification, location, dimensions and size of the common elements and of said Units;

4. That all planned improvements, including, utility services and access to said Units 1L and 1R have been substantially completed, that common element facilities are substantially complete.

A. TRIGO & ASSOCIATES, INC.
Registered Land Surveyors

By _____ DATE 9/15/1994
Antonio Trigo P.L.S. # 2982
Not valid unless embossed with Professional's seal

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this SEPTEMBER 15, 1994 by Antonio Trigo, who is personally known to me ~~or provided~~ _____ ~~as identification.~~

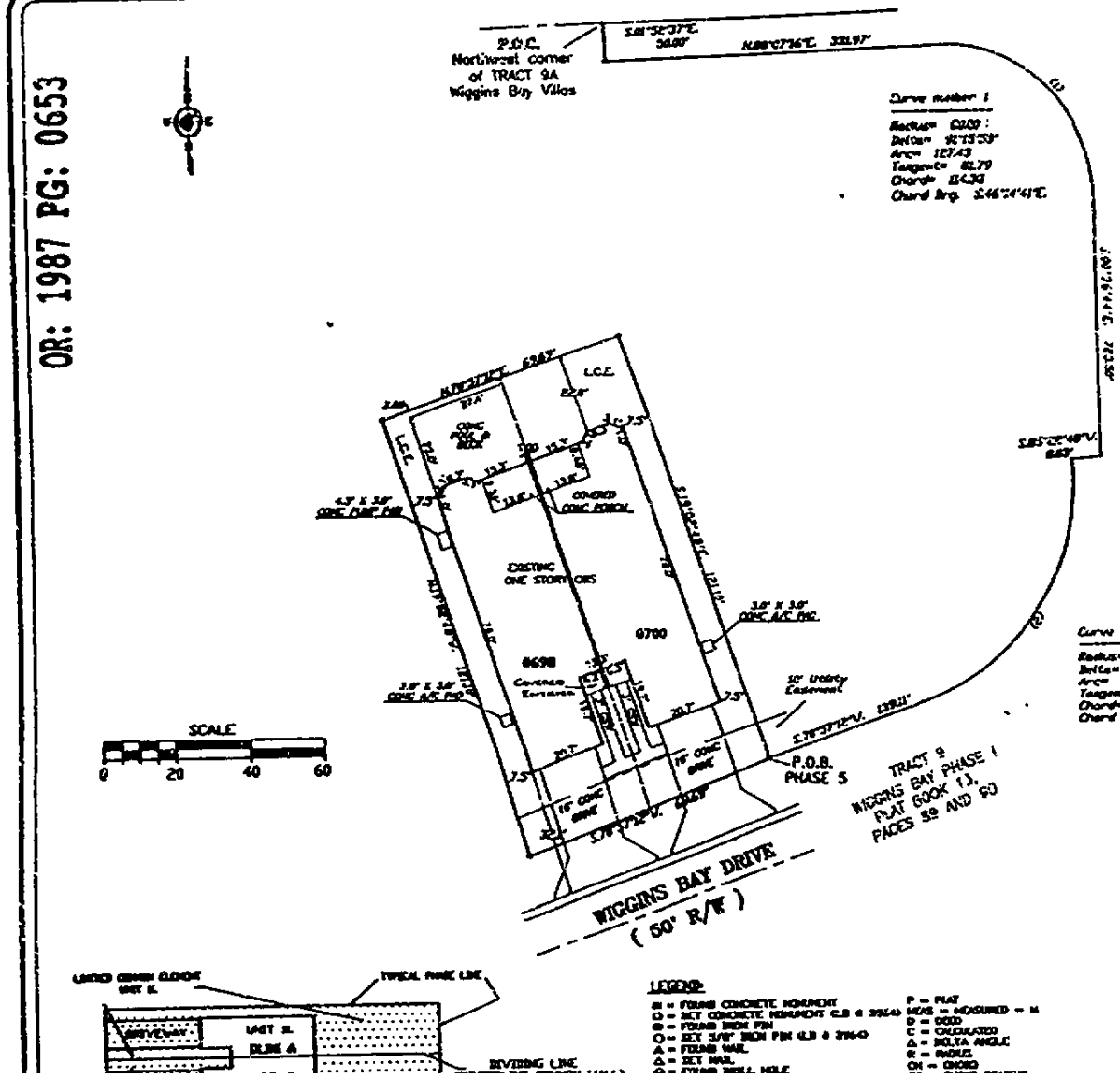
Anne E. Standerfer
Notary Public
Commission No. CC314915

ANNE E. STANDERFER
MY COMMISSION # CC 214915
EXPIRES: August 4, 1996
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

OR: 1987 PG: 0653

RECORD SURVEY SITE PLAN



PHASE 5
WIGGINS BAY VILLAS

A parcel of land lying in and being a portion of Tract "B", Wiggins Bay Villas, per plat thereof, as filed in Plat Book 22, Pages 74 and 75 of the Public Records of Collier County, Florida and being more particularly described by metals and bounds as follows:

Commencing at the Northwest corner of Tract 9A, Wiggins Bay Villas, as recorded in Plat Book 22, Pages 74 and 75, of the Public records of Collier County, Florida; thence South 00°32'37" East 50.00 feet; thence North 88°07'23" East a distance of 331.97 feet; thence southeasterly 127.43 feet along the arc of a curve concave to the southwest, having a radius of 80.00 feet, a central angle of 91°15'53", being subtended by a chord which bears South 46°14'41" East and a chord distance of 114.38 feet; thence South 00°36'44" East a distance of 723.50 feet; thence South 65°22'46" West a distance of 8.03 feet; thence southerly 164.80 feet along the arc of a curve concave to the west, having a radius of 125.00 feet, a central angle of 75°34'28", being subtended by a chord which bears South 33°09'38" West and a chord distance of 153.18 feet; thence South 70°57'12" West a distance of 139.11 feet to the POINT OF BEGINNING of the parcel herein described;

thence continue South 70°57'12" West a distance of 69.00 feet; thence North 19°02'48" West a distance of 121.10 feet; thence North 70°57'12" East a distance of 69.00 feet; thence South 19°02'48" East a distance of 121.10 feet to the POINT OF BEGINNING.

WE HEREBY CERTIFY TO:

WIGGINS VILLAS INC.
ATTORNEYS TITLE INSURANCE FUND INC.
BANC FLORIDA
KAMMERSTAN & RITCHIE, P.A.

THAT A SURVEY OF THE AFFIXED DESCRIBED PROPERTY WAS MADE UNDER OUR DIRECTION AND THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G-17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
THERE ARE NO ENCROACHMENTS OTHER THAN SHOWN.
UNDERSIGNED ACKNOWLEDGES THAT SIGNED UNDER NOTED.

P.L.S. DATE 8/28/94

FLORIDA CERTIFICATE NO. 1982
NOT VALID UNLESS SEALED

THIS CERTIFICATION IS ONLY FOR THE LANDS AS DESCRIBED ABOVE. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM FROM ENCUMBRANCE.

ABSTRACT NOT REVIEWED

A. TRIGO & ASSOCIATES, INC.
Professional Land Surveyors
2223 Trade Center Way
Naples, Florida 33942

Antonio Trigo, PLS
President

(813) 594-8448
FAX (813) 594-0554

SURVEYORS CERTIFICATE

As to Wiggins Bay Villas, a Condominium, Phase 6, being a part of Wiggins Bay Villas, as recorded in Plat Book 22, pages 74 and 75 of the Public Records of Collier County, Florida.

I, Antonio Trigo, of Naples, County of Collier and State of Florida, pursuant to Section 718.104 (4)(e) Florida Statutes, hereby certify as follows;

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida;

2. That this certificate is made as to Wiggins Bay Villas, a Condominium, Phase 6, Units 1L and 1R, being a part of Wiggins Bay Villas, as recorded in Plat Book 21, pages 70 and 71, Collier County, Florida.

3. That the applicable sheets of A. Trigo & Associates Inc., Exhibit A, as revised August 10, 1994, together with the provisions of the declaration relating to matters of survey, constitute an accurate representation of the improvements of said Units as they now exist and there can be determined from them the identification, location, dimensions and size of the common elements and of said Units;

4. That all planned improvements, including, utility services and access to said Units 1L and 1R have been substantially completed, that common element facilities are substantially complete.

A. TRIGO & ASSOCIATES, INC.
Registered Land Surveyors

By _____ DATE Sept 15, 94
Antonio Trigo P.L.S. # 2982
Not valid unless embossed with Professional's seal

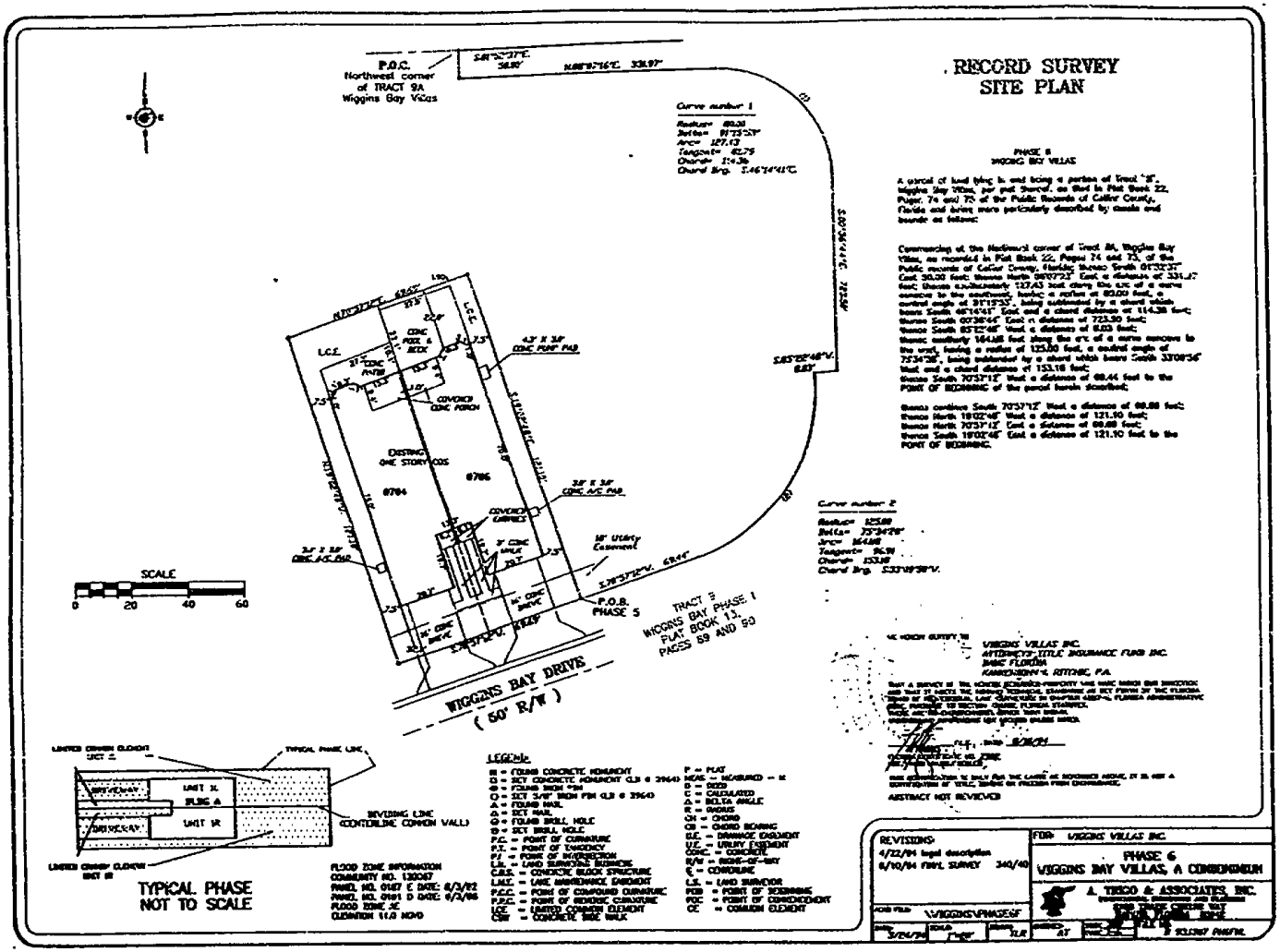
STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this SEPTEMBER 15, 1994 by Antonio Trigo, who is personally known to me ~~or provided~~ _____ ~~an identification~~.

ANNE E. STANDEMPER
MY COMMISSION # CC 214915
EXPIRES: August 4, 1996
Bonded Thru Notary Public Underwriters

Anne E. Standemper
Notary Public
Commission No. CC214915

EXHIBIT "A"



OR: 1987 PG: 0655