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**GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM**

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**WCI COMMUNITIES, LLC**, a Delaware limited liability company ("Developer"), does hereby declare as follows:

## 1. INTRODUCTION AND SUBMISSION.

1.1 The Property. The Developer owns fee simple title to certain land located in Collier County, Florida, as more particularly described in Exhibit "I" attached hereto (the "Property").

1.2 Submission Statement. The Developer hereby submits the following to the condominium form of ownership in the manner provided herein and in the Florida Condominium Act as it exists on the date hereof and as it may be hereafter renumbered:

1.2.1 Only Phase I more particularly described in Exhibit "A" attached hereto ("Phase I Land") and all improvements erected or to be erected thereon;

1.2.2 all easements, rights and appurtenances thereto, and all other property, real, personal or mixed, intended for use in connection therewith; and

1.2.3 the Units and the Common Elements now or hereafter situated on the Phase I Land;

excluding, however, all cable television, telecommunications, cellular telephone antennae, security, surveillance or monitoring installations or equipment and utility installations or equipment owned by a cable television, telecommunication, cellular telephone or utility provider or by the provider of such services or equipment that have contracted with the Developer or the Association to provide a service and/or equipment. The Units and Common Elements are hereby declared to be subject to the restrictions, easements, conditions and covenants contained in this Declaration governing the use of the Units and Common Elements and prescribing the obligations and responsibilities incident to ownership of each Unit and its appurtenant Limited Common Elements and undivided interest in the Common Elements.

1.3 Name. The name by which this condominium is to be identified is **GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM** (hereinafter called the "Condominium").

1.4 Livingston Lakes Community. The Condominium is part of a planned residential development known as Livingston Lakes Community. The Developer contemplates that Livingston Lakes Community will consist of three (3) or more condominiums, one of which is the Condominium, together with certain amenities and facilities shared by the Unit Owners in common with Other Livingston Lakes Unit Owners. Such facilities and amenities consist of the Infrastructure and the Amenities Center which will be owned, operated, maintained, repaired, replaced, insured, preserved and improved by the Association. The Developer intends to construct the following Infrastructure for the benefit of the Livingston Lakes Community: a Master Drainage System, preserve or conservation areas, lakes, an access road together with other private roads, which provide access from the Condominium to Livingston Road, an automatic gates on the access road, certain utilities, mail kiosks, buffer areas, sidewalks, walkways, green spaces, landscaped areas and other such facilities and services on the Association Property. The Developer also intends to construct an Amenities Center consisting of a pool, pool deck, and clubhouse containing a club room, fitness studio, restrooms and a covered veranda on the Association Property. The Developer reserves the right to expand, modify, add to, reduce, discontinue or eliminate any of the Amenities Center facilities without the

consent of the Livingston Lakes Unit Owners, the Association or the Contributing Owners during the time Developer owns any portion of the Property or the Adjacent Parcel.

RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT CONSENT OF UNIT OWNERS OR THE ASSOCIATION.

The Livingston Lakes Condominium Declarations obligate the Livingston Lakes Unit Owners to contribute to the cost of owning, operating, maintaining, repairing, replacing, insuring, preserving and improving the Infrastructure and Amenities Center, as Association Expenses. The Developer may acquire directly or indirectly real property adjacent to or in the vicinity of the Livingston Lakes Community ("Adjacent Parcel") for residential development. Developer reserves the right to add any Adjacent Parcel to the Livingston Lakes Community and/or withdraw any portion of the Livingston Lakes Community prior to the time it is declared to be Association Property or a Livingston Lakes Condominium without the consent of the Association or any Livingston Lakes Unit Owner. All property within the Livingston Lakes Community shall be entitled to use the Master Drainage System pursuant to the Easement Agreement, as hereinafter defined.

The maximum number of Livingston Lakes Condominium Units and Contributing Units entitled to use the Amenity Center and other Association Property is three hundred thirty (330).

1.5 Easement Agreement. The Association Property is subject to the Declaration of Easements and Cost Sharing Agreement for Livingston Lakes Community, recorded in the Public Records ("Easement Agreement"). The Easement Agreement contains certain easements, regulations, restrictions, conditions, covenants and obligations relating to the maintenance, repair, replacement and use of the Association Property, which includes the Infrastructure and the Amenities Center. The Easement Agreement grants to the Contributing Owners a non-exclusive easement for access, ingress, egress and use of, over, on, across and/or through the Infrastructure. As more particularly described in the Easement Agreement, a Contributing Owner will be obligated to purchase an "Amenity Center Membership" from the Developer. An Amenity Center Membership gives the Contributing Owner, his or her family members, and guests a license for non-exclusive use of and access to the Amenity Center to the same extent as it is available to the Livingston Lakes Unit Owners. The Contributing Owners are obligated to pay a proportionate share of the expenses incurred by the Association for the ownership, operation, management, maintenance, repair, replacement, insurance, protection or improvement of the Association Property through Contributing Fees to the Association. In the event such Contributing Fees are not paid when due, the Association will have the right to impose and foreclose its lien on any Contributing Unit as described in the Easement Agreement. No Contributing Owner shall have any voting rights in the Association or any interest in the Association Property.

1.6 Condominium as Phased Condominium. Developer intends to develop the Condominium as a phase condominium as provided for by Section 718.403, Florida Statutes. In addition to the Phase I Land and Improvements thereon described on the survey of Phase I being submitted to condominium ownership pursuant to this Declaration, Developer contemplates that some or all of the Additional Phases may, by amendment or amendments hereto, be added to the Condominium Property. If, as and when Additional Phases are added, the Condominium Property shall be enlarged and expanded so as to encompass and include the real property, the improvements in such Additional Phase, and the easements and rights appurtenant thereto which are submitted to condominium ownership as part of each such



Additional Phase. Each Additional Phase added to the Condominium Property will utilize the Master Drainage System.

1.7 Condominium Operated by a Multi-Condominium Association. If, as and when the Association operates and governs more than one Livingston Lakes Condominium, the Association shall be a multi-condominium association, as described in Section 718.405, Florida Statutes, responsible for operating and governing the Livingston Lakes Condominiums and the Association Property. The Association is the entity responsible for operating and administering the Condominium, Carriage Homes Condominium, Coach Homes Condominium and any Other Livingston Lakes Condominium(s). The Association's Members include all Unit Owners in this Condominium, Carriage Homes Condominium, Coach Homes Condominium and any Other Livingston Lakes Condominium(s). Each Unit shall be obligated for a proportionate share of the Association Expenses attributable to the Association Property as described in Section 5.2.

2. **DEFINITIONS.** The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Article, except where the context clearly indicates a different meaning:

2.1 "Act" means the Florida Condominium Act, Chapter 718, Florida Statutes, as it exists on the date this Declaration is recorded in the Public Records of the County and as it may be hereafter renumbered.

2.2 "Additional Phase" means any of Phases II, III, IV and V, more particularly described on Exhibit F-II, F-III, F-IV and F-V respectively, which Developer may, but shall not be obligated to, submit to condominium ownership as part of the Condominium Property.

2.3 "Amenities Center" means the recreational facilities and amenities, constructed or to be constructed on the portion of the Property, legally described in Exhibit "J" attached hereto, that will initially consist of a pool, pool deck, and clubhouse containing a club room, fitness studio, restrooms and a covered veranda. The Amenities Center is Association Property and available for use by the Unit Owners, the Other Unit Owners, their respective Occupants and the Contributing Owners.

2.4 "Amenities Center Membership" has the meaning set forth in the Easement Agreement.

2.5 "Annual Assessment" means each Unit Owner's annual share of funds required for the payment of Condominium Common Expenses and each Unit Owner's annual share of funds required for the payment of Association Expenses, both as determined in accordance with this Declaration, the Articles and the Bylaws.

2.6 "Articles" means the Articles of Incorporation of the Association, as amended from time to time, and filed with the Department of State, State of Florida. A copy of the Articles is attached to this Declaration as Exhibit "D" and made a part hereof.

2.7 "Assessment" means Annual Assessments and Special Assessments.

2.8 "Association" means Livingston Lakes Condominium Association, Inc., a Florida not for profit corporation, the sole entity responsible for the operation of the Association Property and the Condominium.

2.9 "Association Disposition Plan" shall have the meaning set forth in Section 21.18 of this Declaration.

2.10 "Association Property" means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat or by separate deed to, the Association and includes the Infrastructure and Amenities Center.

2.11 "Association Expenses" means those expenses incurred by the Association for the ownership, operation, management, maintenance, repair, replacement, insurance, protection or improvement of the Association Property for which the Unit Owners are liable to the Association. For purposes of this Declaration, "Association Expenses" shall also include, without limitation: (a) all reserves for Association Property required by the Act or otherwise established by the Association, regardless of when reserve funds are expended; (b) the costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers and employees, accountants, attorneys, and consultants; (c) the costs of all utilities, landscaping, irrigation, janitorial and other services benefiting the Association Property; (d) the costs of fire, casualty and liability insurance, worker's compensation insurance, and other insurance covering or connected with the Association Property or the Association; costs of bonding the members of the Board, officers of the Association and the manager; costs of errors and omissions liability insurance for officers of the Association, members of the Board and members of any committees appointed by the Board; (e) the real or personal property taxes attributable to any Association Property; (f) any unpaid share of Association Expenses or Association Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure or by the Association's lien for Association Expenses; (g) the costs of carrying out the powers and duties of the Association; (h) amounts paid by the Association for the discharge of any lien or encumbrance levied against the Association Property or any portion thereof; (i) the costs of any other items incurred in accordance with the Condominium Documents or the Act by the Association for any reason in connection with the Association Property, the Association or for the benefit of the Owners; and (j) any other expenses designated from time to time by the Board of Directors as Association Expenses which are not inconsistent with the Act. Each Unit Owner's share of the Association Expenses shall be computed as provided in Section 5.2.

2.12 "Board" or "Board of Directors" means the board of directors and the members of the board of directors, from time to time, of the Association.

2.13 "Building(s)" means the structure or structures on the Condominium Property in which Units and/or Common Elements are located.

2.14 "Bylaws" mean the Bylaws of the Association, as amended from time to time. A copy of the Bylaws is attached to this Declaration as Exhibit "C" and made a part hereof.

2.15 "Carriage Homes Condominium" means the condominium created in the Livingston Lakes Community, also by the Developer, pursuant to the Declaration of Condominium of Carriage Homes at Livingston Lakes, a Condominium, recorded in Official Records Book 5179, Page 3320, of the Public Records of the County, as same may be amended and supplemented from time to time, which initially consisted of sixteen (16) condominium units. Carriage Homes Condominium is also operated by the Association, and the Other Unit Owners within Carriage Homes Condominium are obligated to share on a pro rata

basis the costs and expenses associated with the maintenance, operation, repair, replacement, insurance and improvement of the Association Property as described in Section 5.2 below.

2.16 "Charge" means the obligation of a Unit Owner to pay or reimburse money to the Association that cannot be secured by a lien for Assessments pursuant to Section 718.116, Florida Statutes, but which will, if the charge is not paid, give rise to a cause of action against the Unit Owner pursuant to this Declaration. To the extent any fine levied by the Association pursuant to the Declaration or Bylaws cannot be secured by a lien pursuant to applicable law, such fine shall be deemed to be a Charge.

2.17 "Coach Homes Condominium" means the condominium created in the Livingston Lakes Community, also by Developer, pursuant to the Declaration of Condominium of Coach Homes at Livingston Lakes, a Condominium, recorded in Official Records Book 5179, Page 3544, of the Public Records of the County, as same may be amended and supplemented from time to time, which initially consists of twenty-four (24) condominium units. Coach Homes Condominium is also operated by the Association, and the Other Unit Owners within Coach Homes Condominium are obligated to share on a pro rata basis the costs and expenses associated with the maintenance, operation, repair, replacement, insurance and improvement of the Association Property as described in Section 5.2 below.

2.18 "Common Elements" means and includes:

2.18.1 The portions of the Condominium Property which are not included within the Units.

2.18.2 Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.

2.18.3 An easement of support in every portion of a Unit which contributes to the support of the Building.

2.18.4 The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

2.18.5 Any other parts of the Condominium Property designated as Common Elements in this Declaration. If, as and when any additional Phase is added, the Common Elements will expand to include the Common Elements set forth in the amendment to this Declaration adding such Additional Phase.

2.19 "Common Expenses" means collectively the Condominium Common Expenses and the portion of the Association Expenses allocated to the Units within the Condominium. Common Expenses shall not include any separate obligations of individual Unit Owners.

2.20 "Common Surplus-Association" means the excess of all receipts of the Association collected by the Association from the Unit Owners and Other Unit Owners over and above the amount of Association Expenses.

2.21 "Common Surplus-Condominium" means the excess of all receipts of the Association collected by the Association for the Condominium from the Unit Owners over and above the amount of Condominium Common Expenses.

2.22 "Condominium Common Expenses" means those expenses incurred by the Association for the operation, management, maintenance, repair, replacement, insurance, protection or improvement of the Common Elements for which the Unit Owners are liable to the Association, and any other expense designated as a "Common Expense" by the Condominium Documents. For purposes of this Declaration, "Condominium Common Expenses" shall also include, without limitation: (a) all reserves for Common Elements required by the Act or otherwise established by the Association, regardless of when reserve funds are expended; (b) any unpaid share of Condominium Common Expenses or the Assessments for Condominium Common Expenses extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure or by or by the Association's lien for Condominium Common Expenses; and (c) the costs of carrying out the powers and duties of the Association relating to the Common Elements or Condominium Property. Each Unit Owner's share of the Condominium Common Expenses shall be computed as provided in Section 5.1.

2.23 "Condominium Documents" means this Declaration, the Articles, Bylaws of the Association and the Rules and Regulations, as they may be amended from time to time.

2.24 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit; and when the context permits, the term includes all other appurtenances to the Unit.

2.25 "Condominium Property" means the Phase I Land, all Improvements to the Phase I Land and all easements and rights appurtenant thereto intended for use in connection with the Condominium. No portion of the property or improvements within any Additional Phase shall be included in the term "Condominium Property" unless and until such Additional Phase is submitted to condominium ownership by amendment to this Declaration.

2.26 "Conservation Easement" means that certain conservation easement by and between Developer and the Collier County, Florida, recorded in Official Records Book 5081, Page 3259, as amended by Resolution No. 2015-173 recorded in Official Records Book 5194, Page 3199, in the Public Records of the County granting the County a non-exclusive easement in the preserve areas, which are a part of the Association Property.

2.27 "Contributing Fees" means the fees required to be paid by the Contributing Owners for their proportionate share of the Association Expenses as set forth in the Easement Agreement.

2.28 "Contributing Owner" means an owner or tenant of a Contributing Unit. A Contributing Owner is not a member of the Association.

2.29 "Contributing Unit" means a dwelling unit that is located in Livingston Lakes Community but is not part of a Livingston Lakes Condominium or Association Property and is entitled to use the Association Property pursuant to the Easement Agreement so long as the Contributing Owner pays his or her Contributing Fees. A Contributing Unit is dwelling unit for which (i) Collier County, Florida has issued a temporary or final certificate of occupancy and (ii) the developer or builder of such dwelling unit has transferred title to a third party unit owner or home owner. A Contributing Unit is not part of any Livingston Lakes Condominium and is not a Livingston Lakes Unit.

2.30 "County" means Collier County, Florida.

2.31 "Declaration" means this document, and all exhibits attached hereto, as amended from time to time.

2.32 "Designated Space" shall have the meaning set forth in Paragraph 3.3.5

2.33 "Developer" means WCI Communities, LLC, a Delaware limited liability company, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer shall have the right to assign all of the rights and privileges reserved for Developer under this Declaration and the other Condominium Documents, or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a nonexclusive basis. A Unit Owner shall not, by the purchase of a Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Unit Owner is expressly designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

2.34 "District" means the South Florida Water Management District.

2.35 "Easement Agreement" means that Declaration of Easements and Cost Sharing Agreement for Livingston Lakes Community between the Developer and the Association, recorded in Official Records Book 5179, Page 3216 of the Public Records of the County, together with all exhibits thereto, all as amended from time to time.

2.36 "Essential Services" shall have the meaning set forth in Paragraph 3.5.2.1 of this Declaration.

2.37 "Guest" means any person who is physically present in or occupies a Unit on a temporary basis at the invitation of the Unit Owner without the payment of consideration.

2.38 "Improvements" means all structures, or any portion thereof, and artificial changes to the natural environment (exclusive of landscaping), located on the Condominium Property, including but not limited to the Buildings.

2.39 "Infrastructure" means the basic facilities, services, and installations needed for the functioning of the Livingston Lakes Community located on the portion of the Association Property more particularly described in Exhibit "K" attached hereto, including but not limited to the Master Drainage System, preserve or conservation areas, lakes, an access road together with other private roads, which provide access from the Condominium to Livingston Road, an automatic gates on the access road, potable water system, sanitary sewer system (including force sewer main and sewer lift stations), irrigation, certain utilities, mail kiosks, buffer areas, sidewalks, walkways, green spaces, landscaped areas and other such facilities and services.

2.40 "Institutional First Mortgagee" means (i) the Developer, any of its affiliates, designees or other entities related to Developer; (ii) federal or state commercial bank, federal or state savings bank, federal or state savings and loan association, federal or state trust company, life insurance company, casualty insurance company, agency of the United States government, mortgage banker, pension plan, REMIC trust, credit union, broker dealer, investment banking firm, commercial brokerage firm, or real estate investment trust, (iii) any and all investing or lending institutions which have loaned money to Developer in order to enable

Developer to acquire, or construct improvements upon, any portion of Livingston Lakes Community and which holds a first mortgage on all or a portion of Livingston Lakes Community as security for such loan; (iv) any pension or profit sharing funds qualified under the Internal Revenue Code; (v) other financial institution or similar entity making loans in the United States and recognized as an institutional lender, (vi) any secondary mortgage market institution, including Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation; or (vii) any affiliate, subsidiary, successor or assignee of any of the foregoing, owning, holding, serving as a trustee or servicer, insuring or guaranteeing a first mortgage on a Unit, or a collateral assignment of a first mortgage on a Unit.

2.41 "Limited Common Elements" means those Common Elements, the use of which is designated for the use a certain Unit or Units to the exclusion of the other Units, as they are shown on Exhibit "B" or are specified in this Declaration. A Limited Common Element is appurtenant to the specific Unit to which it is assigned and includes, without limitation, HVAC Equipment and HVAC Pad (i.e. that certain heating, ventilating and air conditioning equipment, lines and pad more particularly described in Subsection 3.3.1), the lanai more particularly described in Subsection 3.3.3, and the assigned Designated Space more described in Subsection 3.3.5. Except as set forth in Exhibit "B", in the event of any reasonable doubt or dispute as to whether any portion of the Common Elements constitutes a Limited Common Element, or in the event of any question as to which Units are served thereby, a decision shall be made by a majority vote of the Board of Directors of the Association and shall be binding and conclusive when so made; provided, however, this provision shall not affect Common Elements identified as such in Exhibit "B" to this Declaration.

2.42 "Livingston Lakes Community" means the planned residential development to be located on the Property and intended to include this Condominium, Carriage Homes Condominium, Coach Homes Condominium and any Other Condominium(s), the Association Property and the Contributing Units, if any.

2.43 "Livingston Lakes Condominium(s)" means this Condominium, Carriage Homes Condominium, Coach Homes Condominium and any Other Condominium created upon any portion of the Property and administered by the Association.

2.44 "Livingston Lakes Condominium Declarations" means this Declaration and all exhibits attached hereto, together with the declaration of condominium and all exhibits attached thereto of each of the Other Condominiums, all as amended and supplemented from time to time.

2.45 "Livingston Lakes Unit Owner(s)" means the Unit Owners in this Condominium together with the unit owners in the Other Condominiums.

2.46 "Livingston Lakes Units" mean the Units in this Condominium together with the units in the Other Condominiums.

2.47 The term "majority of the Voting Interests" or some other percentage of the Voting Interests shall have the meaning set forth in Section 4.4(a) of the Bylaws.

2.48 The term "majority of the Voting Interests of the Class Members" or some other percentage of the Voting Interests of the Class Members or Class shall have the meaning set forth in Section 4.4(b) of the Bylaws.

2.49 "Master Drainage System" means the system that is designed and constructed or implemented to control discharges from rainfall events, incorporating methods to collect, convey, retain, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges. "Master Drainage System" also means the surface water management system for the Livingston Lakes Community as permitted by the South Florida Water Management District, including all drainage rights of way, lakes, ponds, water management tracts, drainage facilities, retention areas, conservation areas and preserve areas.

2.50 "Member" means each Livingston Lakes Unit Owner.

2.51 "Occupancy Agreement" means the temporary right to use a Unit, subject to the terms of this Declaration, authorized by a Unit Owner or an agent of a Unit Owner pursuant to a lease, license or written agreement between such Unit Owner or Owner's agent and the Tenant.

2.52 "Occupant" means a person (whether a Unit Owner, Guest or Tenant) who resides in a Unit as authorized by a Unit Owner or its agent. Where the context dictates, an Occupant shall also be deemed to include the family members, licensees and invitees.

2.53 "Other Condominium" means any condominium operated and governed by the Association and located in the Livingston Lakes Community other than this Condominium.

2.54 "Other Unit" means any condominium unit that is part of any Other Condominium.

2.55 "Other Unit Owner" means the record owner of legal title to a condominium unit that is part of any Other Condominium.

2.56 "Phase" or "Phases" means that portion of the Land and improvements thereon, as contemplated by Section 718.403, Florida Statutes, which may become part of the Condominium Property by recording this Declaration or an amendment hereto.

2.57 "Phase I" refers to the Phase I Land and Improvements thereon more particularly described in Section 6.1 and Exhibits "A" and "B" which the Developer is submitting condominium ownership pursuant to this Declaration.

2.58 "Plan of Termination" means a written instrument executed in the same manner as a deed by Unit Owners holding not less than the requisite percentage of the total Voting Interests of the Class composed of the Unit Owners and by the Termination Trustee pursuant to Section 21.1 and setting forth the information required by Sections 21.3 and 21.4.

2.59 "Public Records" means the Official Records of the County consisting of all recorded documents, including real estate documents and particular court documents if they are required to be recorded in the Official Records.

2.60 "Qualified Mortgagee" means an Institutional First Mortgagee which owns, services, insures or guarantees a first mortgage encumbering a Unit and has notified the Association in writing of its name and address and status as a holder, insurer or guarantor of a First Mortgage. Such notice will be deemed to include a request that the Qualified Mortgagee be given the notices and other rights described in Article 23.

2.61 "Rules and Regulations" means the Rules and Regulations of the Association and of the Condominium Property, as amended from time to time. A copy of the initial Rules and Regulations of the Association and of the Condominium Property is attached to this Declaration as Exhibit "E".

2.62 "Special Assessment" means an amount levied against a Unit Owner and its Unit for such Unit's share of the costs incurred by the Association for any of the purposes set forth in Section 14.2, in addition to the Annual Assessment.

2.63 "Tenant" means the person or persons, entity or entities that occupy or are entitled to occupy a Unit under an Occupancy Agreement of a Unit or any part thereof for consideration. Tenants shall not be Members of the Association, but shall, through the Unit Owner, be entitled to certain rights and undertake certain obligations with respect to the Unit.

2.64 "Termination Trustee" shall mean the person appointed as such in a Plan of Termination. The Termination Trustee shall be the Association unless another person is appointed in the Plan of Termination.

2.65 "Unit" means that part of the Condominium Property which is subject to exclusive fee simple ownership. The term "Unit," where the context so requires or admits, is often used synonymously in this Declaration with "Condominium Parcel" when meaning the Unit and all appurtenances to the Unit. Initially, the Condominium contains twenty (20) Units. If, as and when any Additional Phase is added to the Condominium, the number of Units will increase by the number of Units set forth in the amendment(s) adding such Additional Phase.

2.66 "Unit Owner" means the record owner of legal title to a Condominium Parcel.

2.67 "Voting Interest" means the number of votes allocated to a Unit pursuant to this Declaration. Each Unit shall have one (1) indivisible vote that may be cast pursuant to the terms of the Bylaws.

### 3. DESCRIPTION OF CONDOMINIUM.

3.1 Identification of Units. Initially, the Condominium Property consists of Phase I, namely: the Phase I Land and the two (2) 2-story Buildings located on the Phase I Land (i.e. Building 29 and Building 37). Each Building contains ten (10) Units, together with related facilities described in this Declaration. Each Unit is identified by a separate numerical designation. The Units in each Phase shall be identified by a two (2)-digit number (representing the Building number), followed by a hyphen and a three (3) digit number the first of which indicates the floor on which the Unit is located and the second and third digits indicate its location on such floor Unit (e.g. 29-101, 29-102, 29-103, 29-104, 29-105, 29-201, 29-202, 29-203, 29-204, 29-205, etc.) and is so referred to herein and in the Exhibits hereto. No Unit bears the same designation as any other Unit in the Condominium. The designation of each such Unit is set forth on Exhibit "H" attached hereto. Exhibit "B" consists of a survey of the Phase I Land, a graphic description of the Improvements located thereon, including but not limited to the Building 29 and Building 37 in which the Units are located, and a plot plan thereof. Exhibit "B", together with this Declaration, are sufficient in detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions. There shall pass with each Unit as appurtenances thereto (a) an undivided interest in the Common Elements and Common Surplus-Condominium; (b) the exclusive right to use such Limited Common Elements as may be



provided in this Declaration; (c) 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, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the Voting Interest appurtenant thereto; and (e) other appurtenances as may be provided in this Declaration or the Act.

3.2 Unit Boundaries. Except as otherwise provided herein, each Unit shall include that part of the Building that lies within the boundaries of the Unit, which boundaries are as follows:

3.2.1 Upper Boundaries. The upper boundary shall be the horizontal plane(s) formed by the lower interior surface(s) of the unfinished ceiling or roof deck ("ceiling") of the Unit, excluding any ceiling over a Limited Common Element. In a Unit in which that ceiling forms more than one horizontal plane, the upper boundary shall include the plane(s) formed by the unfinished vertical surface(s) that join the horizontal planes.

3.2.2 Lower Boundaries. The lower boundary shall be the horizontal plane of the upper interior surface of the unfinished floor slab of the Unit, excluding the floor slab of any Limited Common Element.

3.2.3 Perimetrical Boundaries. The perimetrical boundaries shall be the vertical planes formed by the unfinished interior surfaces (excluding paint, wallpaper and similar coverings) of the walls that bound the Unit (so as to exclude any Limited Common Element), all extended to intersections with other such boundaries (but no further) and with the upper and lower boundaries; provided that whenever any two such boundaries formed by separate walls on the same side of a Unit would pass each other (if not otherwise terminated) without intersecting, then, if they would pass each other within an intervening partition, the boundaries shall be extended only until they intersect with the vertical plane of the center line of the intervening partition and that plane shall be one of the Unit's perimetrical boundaries or, if the walls forming two such boundaries are separated by a door or window, then a plane connecting the boundaries formed by such walls at the point the walls end to accommodate a door or window (as the case may be) shall be a perimetrical boundary of the Unit. As used in this Subsection 3.2.3, Paragraph 3.3.2.2 in Section 8.3, the term "interior surfaces" refers to surfaces which face the interior of the Unit in question, and the phrase "interior surfaces . . . of the walls that bound the Unit" encompasses the interior surfaces of windows, the interior surfaces of the doors furnishing access to the Unit from outside the Unit, and any horizontal or vertical planes connecting such surfaces of a door or window with other types of surfaces that perimetrically bound the Unit.

3.2.4 Apertures and Miscellaneous. Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include such windows, doors and other fixtures located in such apertures, including without limitation glass or other transparent materials, screens, frames, casings, hardware, equipment, locks, rollers, gaskets and weather stripping for such windows and doors, which shall be Limited Common Elements appurtenant to the Unit.

3.2.5 Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth in Exhibit "B" hereto shall control in

determining the boundaries of a Unit, except the provisions of Section 3.2 above shall control unless specifically reflected otherwise on such survey.

**3.2.6 Property Excluded from Units.** A Unit shall not be deemed to include foundations, columns, girders, beams, supports, interior load bearing walls, pillars, underlying floors, essential and permanent installations and equipment for power, lights, and exhaust fans, or any pipes, conduits, ducts, vents and other service and utility lines which are utilized for, serve, or pass through more than one Unit or the Common Elements. All wires, conduits, ducts, vents, concrete joists and other such facilities serving more than one Unit located within any walls or above the nonstructural ceiling and below the upper boundary of the Unit, shall be Common Elements.

**3.3 Limited Common Elements.** The use and enjoyment of the Limited Common Elements shall be in accordance with the terms and provisions of this Declaration, including, without limitation, the restrictions provided in this Section 3.3 and Article 18 of this Declaration, and the other Condominium Documents. To the extent applicable and subject the provisions of this Declaration, each individual Unit shall have as a Limited Common Element appurtenant to the Unit to which they are assigned and which are for the exclusive use of the Unit Owners of that Unit: (i) any lanai (and all improvements thereon) to which a particular Unit has direct and exclusive access to the exclusion of other Units; and (ii) any fixture or equipment serving a Unit exclusively, but located outside of the Unit (such as HVAC Equipment and HVAC Pad related to the delivery of cooling, ventilation and heating to a particular Unit); and (iii) the Designated Space assigned to such Unit.

**3.3.1 Air Conditioning, Heating, Other Equipment and HVAC Pad.** The concrete pad on which air conditioning, ventilating and heating equipment located outside a Unit is situated ("HVAC Pad"), air handler within the Unit, the compressor located adjacent to the Building in which the Unit is located and the coolant lines between such compressors and the Unit, thermostats, controls, ducts and all other air conditioning and heating equipment or other equipment serving a Unit ("HVAC Equipment") shall be a Limited Common Element for the exclusive use of the Unit served thereby. Each Unit Owner shall be solely responsible for operating, maintaining, repairing and replacing the HVAC Pad and all HVAC Equipment serving his or her Unit and for all costs related thereto. Notwithstanding the foregoing, the Association shall have the right to require that all such HVAC Equipment or other equipment be maintained by contractors approved by the Association and meeting such insurance, licensing and other requirements as the Board may reasonably require.

**3.3.2 Doors and Windows.**

**3.3.2.1** Each door and window in the Common Element walls bounding that Unit shall be a Limited Common Element reserved for the exclusive use of that Unit. The Association shall be responsible for periodic washing of the exterior of the windows and entry doors in the Common Element walls bounding each Unit as a Common Expense. The Association shall also be responsible for painting and other maintenance of the exterior of the Unit entry doors.

**3.3.2.2** The Unit Owner shall be solely responsible for maintaining the interior surfaces of the windows and doors in the Common Element walls bounding his or her Unit and for maintaining the exterior of all sliding and fixed glass doors, including their periodic washing. Except as otherwise provided in the Paragraphs 3.3.2.1 or 3.3.2.3 and

subject to the rights of the Association to review and approve any alterations to the Condominium Property, each Unit Owner shall be responsible for maintaining, repairing and replacing the doors and windows in the Common Element walls bounding its Unit, including without limitation glass or other transparent materials, screens, frames, casings, hardware, equipment, locks, rollers, gaskets and weather stripping for such windows and doors.

3.3.2.3 The Association shall be responsible (i) for the repair or replacement of any doors and windows in the Common Element walls bounding a Unit that are damaged by fire or other casualty; and (ii) for replacement of the doors and windows in the Common Element walls bounding a Unit in the event the Association elects to replace all or substantially all of such doors and windows in the Buildings. Notwithstanding the foregoing, in the event of damage or destruction to any door or window as a result of theft, vandalism, burglary or malicious mischief, the Owner of the Unit to which the door or window is a Limited Common Element shall be responsible for repairing and replacing such door or window.

3.3.3 Lanais. Where a Limited Common Element consists of a lanai, the Unit Owner who has the right of exclusive use of the area shall be responsible for: (i) the day-to-day cleaning and care of the surfaces of the walls, parapet, railing, floor and ceiling bounding said area, if any; (ii) the maintenance, repair and replacement of the approved pavers, tiles or other hard-surface floor covering of the lanai, provided that the Association reserves the right, but not the obligation, to maintain (other than the day to day cleaning), repair and replace the approved pavers, tiles or other hard-surface floor covering of the lanai and charge such costs as a Condominium Common Expense; (iii) the periodic cleaning, maintenance, repair and replacement of all fixed glass and sliding glass doors abutting or adjacent to the lanai serving a Unit, if any; and (iv) the maintenance, repair and replacement of the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs. The Unit Owner shall be solely responsible for the installation of any hurricane shutters or protection for the Unit's lanai, which shutters or protective devices must conform to the Association's standards and be approved by the Association as provided in Article 10. No Unit Owner may install windows in a lanai or otherwise enclose a lanai.

3.3.4 General. The Association shall be responsible for the maintenance, repair and replacement of the Buildings, support columns and concrete slabs, structural elements of the lanais, the cost of which shall be a Condominium Common Expense. Although the Unit Owner shall be responsible for day-to-day cleaning and care of such Limited Common Elements as the lanais, all cleaning, painting, maintenance and repairs of the exterior surfaces and structure of the Building and of the lanais shall be the responsibility of the Association and shall be a Condominium Common Expense. No Unit Owner shall alter or replace the exterior lighting fixtures located on a lanai or entrance area without the prior written approval of the Association. No colored light bulbs shall be used in the exterior lighting fixtures. No decorations or decorative lights shall be placed on or in any lanai or entrance area, including without limitation any holiday lights, without the prior written consent of the Association.

3.3.5 Exclusive Use and Transfer of Designated Spaces. At least one (1) regular parking space situated on the Condominium Property (other than those designated as Common Elements) shall be designated for the exclusive use of each Unit ("Designated Space") as a Limited Common Element. The Developer shall have the right to assign Designated Spaces as long as Developer holds any Unit for sale in the ordinary course of business. If, after all of the Units have been sold by the Developer, the exclusive use of any Designated Space applicable to a Unit was not, for any reason, assigned to the use of a specific Unit(s) by the

Developer, the Association may do so. Thereafter, any parking spaces other than Designated Spaces shall be deemed to be Common Elements of the Condominium and may be assigned by the Association or used for guest parking or unassigned parking by Unit Owners. Developer shall assign one (1) Designated Space to each Unit as of the date of closing of title to each Unit for the exclusive use of the Unit Owner by an assignment ("Space Assignment") identifying the Unit Owner, the number of the Designated Space being assigned and the Unit to which the Designated Space is being assigned. The Association shall maintain a book or record for purposes of documenting the current assignee of each Designated Space ("Parking Record"). The Developer will cause the Association to record such Space Assignment in the Parking Record. No Unit Owner shall have or acquire fee simple title to a parking space at any time except as part of the Unit Owner's undivided share in the Common Elements. The parking spaces on the Condominium Property shall be maintained by the Association, and all expenses related thereto shall be treated as Condominium Common Expenses. The right of exclusive use of each Designated Space passes with the Unit to which it is assigned, whether or not separately described, and cannot be separated from it; except that the use rights to particular Designated Spaces may be exchanged between Units, subject to the provisions of Subsection 3.3.7.

**3.3.6 Handicapped Spaces.** The Condominium Property has a limited number of parking spaces designated as "handicapped" parking spaces ("Handicapped Spaces"). A certain number of Handicapped Spaces are reserved for exclusive use by residents of the Condominium Property with physical disabilities who have been issued a valid handicapped parking decal or license plate by the State of Florida (a "Disabled Resident") (each such parking space being a "Resident Handicapped Space"), and the remaining Handicapped Spaces are for use by guests of the Condominium Property (each, a "Guest Handicapped Space"). The number of Resident Handicapped Spaces and Guest Handicapped Spaces will be determined by the Board of Directors from time to time. The right to use any Handicapped Space shall be governed by the following provisions of this Subsection 3.3.6.

**3.3.6.1** No resident shall park in a Handicapped Space unless the exclusive right to use a Resident Handicapped Space has been assigned to that resident in accordance with the provisions of this Subsection 3.3.6. The exclusive right to use a Resident Handicapped Space will be assigned only to Disabled Residents. If a Disabled Resident desires to park in a Resident Handicapped Space, he or she must submit an application to the Association requesting that the exclusive right to use a Resident Handicapped Space be assigned to the Disabled Resident in exchange for the "non-handicapped" Designated Space at the Condominium Property assigned to the Disabled Resident's Unit. In connection with that application, the Disabled Resident shall provide such other information that the Board of Directors may reasonably require (including, but not limited to, doctor disability certifications and evidence of a current and validly issued handicapped parking decal or license plate from the State of Florida). The Association reserves the right to charge a fee in connection with the application. The application will be reviewed by the Board of Directors, and approved or denied, in the Board of Directors' reasonable discretion (subject to applicable laws, codes, or regulations) within forty-five (45) days after the application is received.

**3.3.6.2** The Association will use good faith efforts to provide reasonable parking accommodations to Disabled Residents. In reviewing applications from Disabled Residents for the exclusive right to use a Resident Handicapped Space, priority shall be given to (i) Disabled Residents whose vehicle contains specialized equipment, such as ramps, lifts, or foot or hand controls, (ii) Disabled Residents with a valid Florida Toll Exemption

permit, and (iii) Disabled Residents who must use a wheelchair or disability scooter for mobility purposes or portable oxygen for health purposes, and then to all other Disabled Residents to the extent of the unassigned Resident Handicapped Spaces.

3.3.6.3 If all Resident Handicapped Spaces have been assigned to Disabled Residents at the time that another Disabled Resident applies for the exclusive right to use a Resident Handicapped Space, the Association shall add the applying Disabled Resident to a waiting list for Resident Handicapped Spaces, and the exclusive right to use Resident Handicapped Spaces shall be assigned to Disabled Residents on that waiting list in accordance with the provisions of this Subsection 3.3.6 as Resident Handicapped Spaces become available for use. The Association has no obligation to assign the exclusive right to use a Resident Handicapped Space to a Disabled Resident, or create additional Resident Handicapped Spaces, unless required by applicable laws, codes, or regulations; however, the Association will use good faith efforts to provide reasonable accommodations for the parking needs of Disabled Residents to whom a Resident Handicapped Space cannot be assigned.

3.3.6.4 If a Disabled Resident's application for the exclusive right to use a Resident Handicapped Space is approved, (i) the Association will assign the Disabled Resident the exclusive right to use a Resident Handicapped Space (an "Assigned Handicapped Space") and such Disabled Resident (joined by the owner(s) of such Disabled Resident's Unit, if the Unit Owner is not the Disabled Resident) shall simultaneously assign the exclusive right to use the Designated Space for his or her Unit to the Association, and (ii) the Association shall provide the Disabled Resident with a parking decal (a "Handicapped Decal") for a vehicle designated by the Disabled Resident to be parked in the Assigned Handicapped Space (the "Designated Handicapped Vehicle"). The exclusive right to use such Assigned Handicapped Space shall be a license in favor of the Disabled Resident subject to the provisions of this Subsection 3.3.6. A Disabled Resident has the right to change the Designated Handicapped Vehicle from time to time after written notice of such change to the Association; however, a Disabled Resident can have only one Designated Handicapped Vehicle and one Handicapped Decal at a time. A Handicapped Decal may not be transferred by a Disabled Resident to another person. Only the Designated Handicapped Vehicle can be parked in a Disabled Resident's Assigned Handicapped Space. A Disabled Resident's Handicapped Decal must be displayed on the Designated Handicapped Vehicle (along with the handicapped decal or license plate issued by the State of Florida to the Disabled Resident) at all times that the Designated Handicapped Vehicle is parked in the Assigned Handicapped Space. No Unit shall have more than one Assigned Handicapped Space.

3.3.6.5 If a Disabled Resident no longer desires to use his or her Assigned Handicapped Space or his or her physical condition is such that he or she is no longer eligible to use his or her Assigned Handicapped Space, the Disabled Resident shall notify the Association with thirty (30) days written notice of that decision or condition and, within such 30-day period, (i) the Association shall assign the Disabled Resident the exclusive right to use a Designated Space (which may or may not be a prior Designated Space assigned to the Disabled Resident's Unit) and such Designated Space shall become a Limited Common Element appurtenant to such Unit, and (ii) the Disabled Resident shall simultaneously assign the Association the right to use the relinquished Assigned Handicapped Space. If a Disabled Resident dies or no longer owns or occupies a Unit, or the Association reasonably determines that the Disabled Resident's physical condition is such that he or she is no longer eligible to use his or her Assigned Handicapped Space, the Association shall provide the Disabled Resident (and/or the Owner of the applicable Unit) with thirty (30) days notice of that determination and

the parking space transfer procedures set forth in Subparagraph (i)-(ii) immediately above shall apply.

3.3.6.6 Unauthorized parking in a Handicapped Space shall be grounds for removal of the improperly parked vehicle by the Association at the expense of the vehicle owner.

3.3.6.7 For good cause, when required to accommodate a Disabled Resident, or when compelled by disability laws, rules, or regulations, or any other applicable law, code, rule, or regulation, the Association shall have the right and authority to reassign the right to use any parking spaces, including without limitation Designated Spaces, from time to time upon written notice to the affected Unit Owners.

3.3.7 Assignment of Designated Spaces. Any Unit Owner desiring to convey, transfer or exchange use rights in a Designated Space shall execute Space Assignment identifying the assignor, assignee, the number of the Designated Space being conveyed, transferred or assigned and the Unit of the assignor and the Unit to which the Designated Space is being conveyed, transferred or assigned. All such Space Assignments shall be made by a non-recordable instrument in writing. No conveyance, assignment or transfer of title in any manner whatsoever to use of a Designated Space constituting Limited Common Elements may be made or accomplished separately from the conveyance or passing of title to the Unit to which it is appurtenant. Notwithstanding the foregoing, a Unit Owner who has been assigned a Designated Space shall have the right to transfer, assign or exchange the Designated Space to or with another Unit Owner upon prior written express consent of the Association which shall not be unreasonably withheld; provided, however, that each Unit shall have not less than one (1) Designated Space appurtenant thereto at all times. Upon approval of said transfer, assignment or exchange, the Association shall record such Space Assignment in the Parking Record. If the transfer of a Designated Space is not so approved by the Association, the Designated Space shall remain in the name of the Unit Owner. The Association shall neither have the duty to provide an alternative Designated Space to the Unit Owner transferee nor shall it assume responsibility for denial of approval. Such Space Assignment shall be executed by the Developer alone, in the case of an initial assignment, and the majority of the Board of Directors or the President or Vice President of the Association in the case of a subsequent transfer. No Space Assignment or other instrument transferring a Designated Space shall be recorded in the Public Records of the County.

### 3.3.8 Other.

3.3.8.1 Anything to the contrary in this Declaration notwithstanding, in the event a Unit Owner mortgages its Unit, together with the Limited Common Elements appurtenant thereto (whether or not ordinarily assignable apart from the Unit), such Limited Common Elements shall not be assignable apart from the Unit unless released from the lien of such mortgage.

3.3.8.2 Any other portion of the Common Elements which, by its nature, cannot serve all Units but serves one or more Units shall be deemed Limited Common Elements of the Units served. In the event of any doubt or dispute as to whether any portion of the Common Elements constitutes Limited Common Elements or in the event of any question as to which Units are served thereby, a decision shall be made by the Board of Directors and shall be binding and conclusive when so made.

3.4 Staircases; Loggias. All sidewalks, paths, walkways, loggias, and stairs providing access to the Units on the first or second floor of each Building are Common Elements and shall be maintained, repaired and replaced by the Association as a Condominium Common Expense.

3.5 Easements. The following easements are hereby created (in addition to any easements created under the Act):

3.5.1 Support. Each Unit, the Buildings and the Improvements shall have an easement of support and necessity over, under and upon, and shall be subject to an easement of support and necessity in favor of, all other Units, the Common Elements, and any other structure or improvement which abuts any Unit, the Building or the Improvements.

3.5.2 Utility and Other Services; Drainage.

3.5.2.1 The Developer hereby reserves for itself, its successors and assigns, and grants an easement through and over the Condominium Property and Association Property for the installation, operation, maintenance, repair, replacement, testing and inspection as may be required from time to time for utilities, electricity, telephone, water, sewer (including force sewer main and sewer lift stations), drainage, irrigation, gas, communication, telecommunication (including, but not limited to voice, local and long distance telephone services, high speed data/internet/intranet services, and security monitoring), television transmission, cable television and communications systems, pest control, garbage and waste removal, plumbing, mechanical, heating, ventilating, exhaust, air conditioning, fire and life safety, security, monitoring or surveillance lines, equipment and systems, and the provision of other utilities, facilities, goods or services whether now existing or hereafter invented or discovered (collectively "Essential Services") in favor of the Association and/or such providers in order to serve the Association Property, Condominium Property, Common Elements, Units and/or the members of the Association. The Master Drainage System shall be maintained continuously in good condition by the Association and easements are granted hereby over Condominium Property in favor of the District, all Livingston Lakes Unit Owners, the Association and all Contributing Unit Owners with respect thereto.

3.5.2.2 A Unit Owner shall do nothing within or outside its Unit that interferes with or impairs, or may interfere with or impair, the installation, operation, maintenance, repair, replacement, testing and inspection of Essential Services. The Board of Directors or the provider of such Essential Services or their respective agents shall have a right of access to each Unit to inspect, install, maintain, repair or replace the devices, pipes, wires, ducts, vents, cables, conduits and other facilities for the Essential Services, and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any Improvements interfering with or impairing such Essential Services or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency (which shall not require prior notice), entry shall be made on not less than three (3) hours' notice (which notice shall not, however, be required if the Owner is absent when the giving of such notice is attempted).

3.5.3 Encroachments. If (i) any portion of the Common Elements encroaches upon any Unit (or Limited Common Element appurtenant thereto) or the Association Property; (ii) any Unit (or Limited Common Element appurtenant thereto) encroaches upon any other Unit

(or Limited Common Element appurtenant thereto) or upon any portion of the Common Elements or Association Property; or (iii) any encroachment shall hereafter occur as a result of (1) construction of the Association Property, Building or other Improvements to the Common Elements; (2) settling or shifting of the Building, other Common Elements or Association Property; (3) any alteration, repair or replacement of the Common Elements or Association Property made by or with the consent of the Association or the Developer, as appropriate, or (4) any repair or restoration of the Improvements to the Common Elements (or any portion thereof), any Unit or Association Property after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit, the Common Elements or Association Property, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the Improvements to the Condominium or Association Property shall exist.

### 3.5.4 Ingress and Egress.

3.5.4.1 Developer hereby reserves to itself and its successors and assigns, and grants to the Association, each Unit Owner and his or her Occupants, and their respective employees, agents, licensees and invitees, a non-exclusive easement for the following purposes:

3.5.4.1.1 Vehicular and pedestrian traffic over, through and across any private driveway constructed on the Common Elements, pedestrian traffic over, through and across sidewalks, paths, walkways and other portions of the Common Elements as may be from time to time intended and designated for such use and for pedestrian traffic over, through and across such portions of the Common Elements as may, from time to time be paved and intended for such purposes.

3.5.4.1.2 Vehicular and pedestrian traffic over, through and across the private roads constructed on the Association Property, pedestrian traffic over the sidewalks, paths, walks, hallways and other portions of the Association Property as may be from time to time intended and designated for such use and for pedestrian traffic over, through and across such portions of the Association Property as may, from time to time be paved and intended for such purposes.

3.5.4.2 No such easement shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) shall automatically be subordinate to the rights of Unit Owners and the Association with respect to such easements.

3.5.5 Construction; Maintenance. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion, to enter the Condominium Property, Association Property or any Improvements or Units located or to be located thereon, and take all other action necessary or convenient for the purpose of development, construction or maintenance thereof, or any part thereof, or for any other purpose, provided such activity does not prevent or unreasonably interfere with, in the opinion of the Developer, the use or enjoyment by the Unit Owners of the Condominium Property, Association Property or otherwise usurp the authority granted the Association herein and/or under the Act.

3.5.6 Cross Easements for Drainage. Each Livingston Lakes Unit Owner, the Association, the District, all other all applicable governmental authorities and any Contributing



Unit Owner shall have nonexclusive cross easements for drainage by means of the Master Drainage System created by Developer as maintained, improved, repaired and/or replaced by the Association in compliance with applicable governmental regulations.

3.5.7 Master Drainage System Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the Master Drainage System for access to operate, inspect, maintain, repair or replace the System. By this easement, the Association shall have the right to enter upon any portion of the Condominium Property or Association Property which is a part of the Master Drainage System, at any reasonable time and in any reasonable manner to operate, inspect, maintain, repair or replace the Master Drainage System as required by District Permit No. 11-02091-P ("District Permit"), a copy of which is on file with the Association. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Master Drainage System. No person shall alter the drainage flow of the Master Drainage System, including buffer areas or swales, without the prior written approval of the District.

3.5.8 Easements for Maintenance, Emergency, and Enforcement. Developer grants to the Association easements over the Condominium Property and Association Property as necessary for the Association to fulfill its operation, maintenance, repair and replacement responsibilities under this Declaration. The Association shall also have an easement and the irrevocable right of access to each Unit, during reasonable hours, when necessary to operate, inspect, maintain, repair or replace the Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration, or as necessary to prevent damage to the Common Elements or to any Unit. Such easement and right may be exercised by the Association through its officers, Directors, employees, contractors, or agents in their capacity as such and by all emergency personnel in the performance of their duties as long as in compliance with Section 718.111(5), Florida Statutes. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Unit Owner pursuant to Section 718.111(5), Florida Statutes.

Developer grants to the Association, subject to any required notice, an easement and right to enter a Unit to abate a violation of the Condominium Documents and/or to remove any structure, thing, or condition that violates the Condominium Documents in accordance with Section 718.111(5), Florida Statutes. Any costs incurred, including attorneys' fees and costs, shall be charged to the Unit Owner.

3.5.9 Additional Easements. The Developer (so long as it owns any Units) and thereafter the Association, through its Board, on the Association's behalf and on behalf of all Unit Owners (each of whom hereby appoints the Association irrevocably as its attorney-in-fact for this purpose), shall have the following rights:

3.5.9.1 right to grant such additional general ("blanket") and specific easements for the installation, operation, maintenance, repair, replacement, testing and inspection of Essential Services (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto);

3.5.9.2 right to relocate any easements for utilities, facilities, equipment, systems or services in any portion of the Condominium Property and/or Association Property;

3.5.9.3 right to grant access easements or relocate any existing access easements in any portion of the Condominium Property and/or Association Property; and

3.5.9.4 right to grant such other easements as the Association (upon a majority vote of the Board) shall deem necessary or desirable for the proper operation, maintenance, repair, replacement and improvement of the Condominium Property or Association Property, or any portion thereof, or for the general health, welfare or business opportunities of the Unit Owners or their Occupants, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of easements will not prevent or unreasonably interfere with the reasonable use of the Units and Limited Common Elements for their lawful purposes.

The foregoing rights are applicable to utilities, facilities, equipment, systems or services whether now existing or hereafter invented or discovered.

3.6 Parking. Parking is permitted only in the Designated Space that is a Limited Common Element of the Owner's Unit and in unassigned parking spaces, subject to the limitation on the number of vehicles set forth in Section 18.3.

3.7 No Subdivision of Unit. No Unit shall be divided or subdivided, or in any manner made into a smaller Unit than that Unit as shown on Exhibit "B".

4. **RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.** The undivided interest in the Common Elements and Common Surplus-Condominium which is appurtenant to a Unit, and the right to use those Limited Common Elements appurtenant to a Unit, shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant interest in the Common Elements and Common Surplus-Condominium, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere herein provided to the contrary, cannot be conveyed, assigned or encumbered except together with the Unit. The respective interests in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall be permitted.

**5. OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS-CONDOMINIUM AND SHARE OF COMMON EXPENSES; COMMON SURPLUS- ASSOCIATION AND SHARE OF ASSOCIATION EXPENSES; VOTING INTERESTS.**

5.1 Units' Undivided Interests and Shares. Each Unit shall own an equal undivided interest in the Common Elements and Common Surplus-Condominium computed as a fraction, the numerator of which is one (1) and the denominator of which is the total number of all Units in those Phases which have been submitted to the Condominium. Each Unit shall pay an equal share of the Condominium Common Expenses based on its undivided interest in the Common Elements and Common Surplus-Condominium. The undivided interest in the Common Elements and Common Surplus-Condominium and share of the Condominium Common Expenses of each Unit in Phase I is set forth in Exhibit "H" attached hereto. Each Unit's obligation to pay its share of Condominium Common Expenses shall commence when the Unit is declared to be part of the Condominium. If, as and when any Additional Phase is added, each Unit's undivided interest in the Common Elements and Common Surplus-Condominium and its share of Condominium Common Expenses will be recomputed using the formula set forth in the first sentence of this Section. Unless the Board of Directors provides otherwise when it adopts the

annual budget for the Condominium Common Expenses, the Annual Assessment for Condominium Common Expenses for each Unit in an Additional Phase added to the Condominium after January 1<sup>st</sup> of the year for which the budget was adopted shall be based upon a good faith estimate by the Board. Thereafter, each such Unit's Annual Assessment for Condominium Common Expenses shall be based on the Unit's undivided interest in the Common Elements and Common Surplus-Condominium as of January 1st of the year for which the budget was adopted.

5.2 Units' Share of Association Expenses. Each Unit shall pay an equal share of the Association Expenses computed as a fraction, the numerator of which is one (1) and the denominator of which is the total number of all Livingston Lakes Units within the Livingston Lakes Condominiums in all Phases of such Livingston Lakes Condominiums that have been submitted to condominium ownership. Each Unit's obligation to pay its share of Association Expenses shall commence when the Unit is declared to be part of the Condominium. If, as and when Additional Phase(s) are added to the Condominium or Other Units are added to Other Condominiums, each Unit's share of the Association Expenses will be recomputed annually using the formula provided in the first sentence of this Section. Each Unit's share of the Common Surplus-Association shall be computed in the same manner as its share of the Association Expenses. Unless the Board of Directors provides otherwise when it adopts the annual budget for the Association Expenses, the Annual Assessment for Association Expenses for each Unit in an Additional Phase added to the Condominium after January 1<sup>st</sup> of the year for which the budget was adopted shall be based upon a good faith estimate by the Board. Thereafter, each such Unit's Annual Assessment for Association Expenses shall be computed using the formula provided in the first sentence of this Section as of January 1st of the year for which the budget was adopted. In the event there are any Contributing Units entitled to use the Association Property, then the Association Expenses shall be allocated among the Livingston Lakes Units and the Contributing Units in the manner set forth in the Easement Agreement. Provided, however, no Contributing Owner shall be a member of or have a voting interest in the Association or have any interest in the Common Surplus-Association or other Association assets.

5.3 Voting. The Unit Owner or Unit Owners, collectively, of the fee simple title of record for each Unit shall have one (1) indivisible vote per Unit ("Voting Interest") to be cast by its Voting Member in accordance with the provisions of the Bylaws and Articles of the Association. If a Unit Owner owns more than one Unit, the Voting Member for such Units shall be entitled to cast one (1) vote for each Unit owned. Each Unit Owner shall be a member of the Association. In the event Additional Phases are added to the Condominium Property, or the number of Other Units increases or Other Condominiums are created within Livingston Lakes Community, then the number of Voting Interests in the Association shall increase and each Unit Owner's Voting Interest shall be diluted.

## 6. PROVISIONS FOR A PHASED CONDOMINIUM.

6.1 Initial Phase: Phase I. The Developer reserves the right to develop the Condominium in five (5) Phases. In Section 1.2 the Developer has submitted Phase I to condominium ownership as described in this Declaration. The legal description of Phase I of the Condominium is set forth on Exhibit "A" attached hereto and incorporated herein by this reference. The surveys, plot plans and floor plans for the Improvements in Phase I, which includes Buildings 29 and 37, are attached hereto and made a part hereof as Exhibit "B". Phase

I is the only Phase of the Condominium which the Developer is initially submitting to condominium ownership pursuant to this Declaration.

**6.2 Additional Phases.** The Developer reserves the right develop the Condominium in as many as four (4) Additional Phases, designated as Phases II, III, IV and V, pursuant to Section 718.403, Florida Statutes. The Developer shall have the right to amend this Declaration, from time to time, by recording in the Public Records of the County one or more amendments expanding the Condominium Property to include up to four (4) Additional Phases. The Developer anticipates that the Additional Phases will consist of the following Buildings and Units: Phases II, III and IV will each contain two (2) two-story Buildings with each Building containing ten (10) Units; and Phase V will contain one (1) two-story Building with ten (10) Units. If, as and when an Additional Phase is added, such Phase will consist of the Building type, Unit types, mix and number of Units (planned, minimum and maximum) more particularly set forth on the chart attached hereto as Exhibit "G". The legal description and boundaries of each Additional Phase which may be added to the Condominium together with the plot plans and floor plans graphically depicting the Buildings in which the Units may be located are set forth in the following Exhibits to this Declaration, which Exhibits are attached hereto and made a part hereof: Phase II in Exhibit "F-II" and Exhibit "F-VI"; Phase III in Exhibit "F-III" and Exhibit "F-VI"; Phase IV in Exhibit "F-IV" and Exhibit "F-VI"; and Phase V in Exhibit "F-V" and Exhibit "F-VI". No Unit in any Additional Phase which is added to the Condominium Property shall bear the same identifying number as any other Unit in the Condominium.

**6.3 Minimums and Maximums.** At the time of recording this Declaration, Developer plans to include the number of Units in each Additional Phase as set forth in the chart attached to this Declaration as Exhibit "G"; however, the Act requires that the Declaration also set forth the minimum and maximum number of Units which Developer reserves the right to add in each Additional Phase, which information is also set forth in the chart attached as Exhibit "G". While Developer plans that the size for each Unit Type listed below will consist of the air conditioned area set forth below, Developer reserves the right for each Unit type to vary in size as set forth below:

Unit Type/Model	Planned Area	Minimum Area	Maximum Area
X-101, X- 201	1258	1195	1321
X-102, X- 202	1168	1110	1226
X-103, X- 203	1250	1188	1313
X-104, X- 204	1228	1167	1289
X-105, X- 205	1236	1174	1298

**6.4 Certification of an Additional Phase.** Upon the election of the Developer, its nominee or assigns to add an Additional Phase to the Condominium, then the Developer, its nominees or assigns shall record in the Public Records of the County, an amendment adding such Additional Phase and a survey prepared by a surveyor authorized to practice in the State of Florida, with the appropriate certificate of the surveyor, pursuant to and in accordance with the Act. If applicable, the certificate shall state that the construction of the improvements for the

Additional Phase being added is substantially complete and the survey is an accurate representation of the location and dimensions of the Improvements, Common Elements and Units therein.

#### 6.5 Impact of Adding Additional Phases.

6.5.1 Common Elements of Phases I. The Common Elements shown on the survey for Phase I will be owned by all Unit Owners in all Phases submitted to the condominium form of ownership as part of the Condominium Property pursuant to this Declaration and amendments hereto, if any.

6.5.2 Common Elements of Additional Phases. If any Additional Phase is added to and becomes a part of the Condominium Property, then all of the Common Elements constituting a portion of such Additional Phase shall become a part of the Common Elements of the Condominium Property, with such Common Elements being owned in undivided shares by all Unit Owners in all Phases then and thereafter constituting a portion of the Condominium Property.

6.5.3 Additional Phase Not Added. If any Additional Phase does not become part of the Condominium Property, no portion of such Additional Phase (including, but not limited to, the portion which would have constituted the Common Elements) shall become a part of the Condominium Property.

6.5.4 Membership Vote. The membership and voting rights in the Association attributable to each Unit in an Additional Phase, if and when such Phase is added, shall be as set forth in Section 5.3.

6.5.5 Manner of Sharing Common Expenses. The manner of sharing Condominium Common Expenses and Common Surplus-Condominium and the undivided interest in the Common Elements of each Unit if any Additional Phase is added is described in Section 5.1. The manner of sharing Association Expenses and Common Surplus-Association of each Unit if any Additional Phase is added is described in Section 5.2.

6.6 Easement Reserved. In the event that the Developer does not add any Additional Phases to the Condominium, the Developer reserves for itself and its successors in title to the Additional Phases, a non-exclusive easement for use of the utilities systems, Master Drainage System, roads, driveways and walkways within the Condominium Property or Association Property, for the benefit of one or more separate residential projects developed on those portions of the Property in the Additional Phases which are not added to the Condominium Property. In the event the Developer or its successors in title to the Additional Phases exercise the easement rights reserved in this Section, the owners of units within such residential projects shall be obligated to proportionately share the costs of operating, maintaining, repairing and replacing such shared utility lines, drainage systems, roads, driveways and walkways either as Other Unit Owners or Contributing Owners.

6.7 Obligation as to an Additional Phase. The Developer, its successor, nominee, assignee or designee, has no obligation or responsibility to cause any Additional Phase or its improvements to be constructed. In the event an Additional Phase is added as part of this Condominium, then the Developer of such Additional Phase shall be the sole judge and have sole discretion as to the size, location of Units, content, architectural style, and plans and

specifications of and for any Additional Phase and all of its Improvements, amenities, equipment and personalty, provided that same is substantially in accordance with the provisions of this Article.

6.8 Outside Date. In the event Developer elects to add any or all of the Additional Phases to the Condominium, such Additional Phases shall be added to the Condominium not later than seven (7) years after the date of the recording of the certificate of a surveyor or mapper pursuant to Section 718.104(4)(e) of the Act for the first of the Phases of the Condominium or the recording of an instrument that transfers title to a Unit which is not accompanied by a recorded assignment of Developer rights in favor of the grantee of such Unit, whichever occurs first. Should the Developer elect to add one or more of the Additional Phases to the Condominium, the Developer shall not be obligated to add the Additional Phase in any particular order notwithstanding the fact that any such Phase is identified by a number.

6.9 Changes. The Developer reserves the right to make nonmaterial changes in the legal description of the Phases. Notwithstanding the fact that the proposed plot plans and floor plans for the improvements in the Additional Phase of the Condominium are attached hereto, the Developer reserves the right, without the vote or consent of the Association or Unit Owners (or their mortgagees), to (i) make alterations, additions or improvements in, to and upon Units in the Additional Phase, whether structural or non-structural, interior or exterior, ordinary or extraordinary; or (ii) change the number, size or layout of any Units in the Additional Phase, subject to the limitations applicable to such Additional Phase set forth in this Article and compliance with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvements, the Developer may relocate and alter Common Elements adjacent to or near such Units, incorporate portions of the Common Elements into adjacent Units and incorporate Units into adjacent Common Elements, provided that such relocation and alteration does not materially adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer. Any amendments to this Declaration required by changes made by the Developer pursuant to this Section, shall be effected by the Developer alone without the vote or consent of the Association or Unit Owners (or their mortgagees) required. The provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.

6.10 Amendments. Any amendment which adds an Additional Phase to the Condominium does not require the execution of such amendment or consent thereto by the Association or any Unit Owners other than the Developer.

6.11 Developer of Additional Phase. The Developer of an Additional Phase may be the Developer of this Condominium and/or the nominee, designee, assignee or successor in whole or in part, of the Developer.

6.12 Right to Sell Additional Phase. The Developer shall have and reserves the right to develop or sell the property described as an Additional Phase in any manner, in any order or to any person or entity as the Developer shall determine in its sole and absolute discretion free and clear of any limitation, restriction or cloud which could be created by or interpreted from this Article 6.

7. **AMENDMENTS.** Except as otherwise provided herein, amendments may be effected as follows:

7.1 Generally. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment to this Declaration may be proposed either by a majority of the Board of Directors of the Association or by not less than twenty (20%) percent of the Voting Interests of the Class Members, as defined in Section 4.4(b) of the Bylaws. Except as elsewhere herein provided, amendments must be approved by the affirmative vote of 66 2/3% of the Voting Interests of the Class Members present in person or by proxy at a duly called meeting of the Class composed of the Unit Owners; provided, however, no amendment may be adopted which adversely affects any of the rights and/or privileges provided to the Developer without the written consent of the Developer. Directors and Voting Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Association at or prior to the meeting of the Class composed of the Unit Owners.

7.2 Material Amendments. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the Unit's share of the Condominium Common Expenses and or the Unit's undivided interest in the Common Elements and Common Surplus-Condominium (any such change or alteration being a "Material Amendment"), unless the record Owner(s) thereof, and all Qualified Mortgagees owning mortgages thereon, shall join in the execution of the amendment, and such amendment is approved by the affirmative vote of not less than 70% of the Voting Interests of the Class Members present in person or by proxy at a duly called meeting of the Class composed of the Unit Owners. The acquisition of property by the Association, material alterations or substantial additions or Improvements to the Association Property or the Common Elements by the Association, the redecoration or repovation of the Association Property or Common Elements, or the installation, replacement and maintenance of approved hurricane shutters, if in accordance with the provisions of this Declaration, shall not be deemed to constitute a material alteration or modification of the appurtenances of the Units, and accordingly, shall not constitute a Material Amendment.

7.3 Amendments Affecting Other Classes. Except as otherwise provided in this Declaration, no amendment to this Declaration which would materially and adversely affect the rights and privileges of any Other Units or Other Condominiums or which would bind the Other Condominiums or Other Unit Owners shall be effective unless such amendment is approved by not less than a majority of the Voting Interests of the Class Members for each of the Other Condominiums present in person or by proxy at a duly called meeting of each such Class.

7.4 Scrivener's Error. Notwithstanding the foregoing, the following amendments to this Declaration may be made by the Developer alone prior to the date the Developer transfers control of the Association and thereafter by the Board of Directors without the vote or consent of any Class Members, Unit Owners or their mortgagees: amendments to correct any scrivener's errors or to make other nonmaterial changes; to comply with applicable federal, state or local laws; or to bring this Declaration or the other Condominium Documents into compliance with the applicable rules, regulations and requirements of the District, Federal National Mortgage Association ("Fannie Mae"), Federal Home Loan Mortgage Corporation ("Freddie Mac"), U.S. Department of Housing and Urban Development ("HUD") or U.S. Department of Veterans

Affairs ("VA"). A copy of such amendment shall be furnished to the Class Members and all Qualified Mortgagees as soon after recording in the Public Records of the County as is practicable.

7.5 Mortgagee's Consent. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to mortgagees of Units or make any materially adverse change in the sections hereof entitled "Insurance", "Repair or Reconstruction after Casualty", or "Condemnation" unless a majority of the Qualified Mortgagees based upon the original principal amount of their First Mortgages shall consent to or join in the amendment. Except as specifically provided herein, the consent and/or joinder of any lien or mortgage holder on a Unit shall not be required for the adoption of any amendment to this Declaration and, whenever the consent or joinder of a lien or mortgage holder is required, such consent or joinder shall not be unreasonably withheld or delayed. Whenever the consent or approval of the Qualified Mortgagees or other mortgagees is required by this Declaration, the Articles, the Bylaws, or any applicable statute or law to any action of the Association or to any other matter relating to the Condominium, the Association, the Board, the Articles, the Bylaws or this Declaration, the Association shall send a written request for such consent or approval in accordance with the notice provisions of Section 27.1 of this Declaration. Any Qualified Mortgagee or other mortgagee receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the Association), which response must be received by the Association within sixty (60) days after an Qualified Mortgagee or other mortgagee receives such request. If such response is not timely received by the Association, an Qualified Mortgagee or other mortgagee shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by a majority of the Directors, the President or Secretary of the Association, which affidavit, where necessary, may be recorded in the Public Records of the County. Such affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained.

7.6 By The Developer. Notwithstanding anything herein contained to the contrary, prior to the date the Developer transfers control of the Association, the Developer has the right to amend this Declaration without the vote or consent of any Class Members, Unit Owners or their mortgagees, to effect any change whatsoever, except to effect a Material Amendment, which must be approved in the manner set forth in Section 7.2 above.

7.7 Amendments Affecting Master Drainage System. Any amendment to the Declaration that would alter the Master Drainage System or any water management areas of the Association Property or Condominium Property must have the prior approval of the District. Any such proposed amendments must be submitted to the District for a determination of whether the amendment necessitates a modification to the District Permit for the Master Drainage System. Any such amendment affecting the Master Drainage System may not be finalized until any necessary modification of the District Permit is approved by the District or the District notifies the Association that a modification is not necessary.

7.8 Additional Phase. Any amendments to this Declaration required to add an Additional Phase shall be effected by the Developer alone without the vote or consent of the Class Members, Unit Owners or their mortgagees.



7.9 Execution and Recording. Any amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association, executed either by the President or Vice President of the Association or a majority of the members of the Board of Directors. Each amendment of this Declaration shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. An amendment to this Declaration is effective when the applicable certificate is properly recorded in the Public Records of the County. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be struck through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision . . . for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly adopted amendment.

7.10 Contest of Amendment. Any legal proceeding to contest the validity of an amendment must be filed within one (1) year of the date the amendment is recorded in the Public Records of the County.

8. **MAINTENANCE AND REPAIRS.** The responsibility for protection, maintenance, repair and replacement of the Condominium Property shall be as follows:

8.1 Association Maintenance. Except to the extent expressly provided to the contrary herein, the Association is responsible for the maintenance, repair and replacement of the Association Property and all Common Elements (other than those Limited Common Elements that are required elsewhere in this Declaration to be maintained by the Unit Owner). The costs of maintaining, repairing and replacing the Common Elements shall be a Condominium Common Expense; and costs of maintaining, repairing and replacing the Association Property shall be an Association Expense. In the event any maintenance, repair and replacement of the Common Elements or Association Property arises from or is necessitated by the negligence, neglect or misuse of specific Unit Owners or their Occupants, invitees, agents, employees or contractors in the opinion of the Board, the cost and expense of such maintenance, repair and replacement shall be paid solely by such Unit Owners as Special Assessments. The Association's maintenance and replacement responsibilities include, without limitation, the following:

8.1.1 electrical wiring up to the circuit breaker panel in each Unit;

8.1.2 potable water lines up to the cut-off valve within the applicable individual Unit;

8.1.3 the sewage collection lines up to the point where they enter a Unit;

8.1.4 all installations, fixtures and equipment located within one Unit but serving another Unit, or located outside the Unit, for the furnishing of utilities or services to more than one Unit or the Common Elements;

8.1.5 the exterior surface of the entry door to each Unit;

8.1.6 all windows and sliding glass doors (to the extent provided in Subsection 3.3.2);

8.1.7 all exterior Building walls, including painting, waterproofing, and caulking, and the Building roof;

8.1.8 all portions of the Unit contributing to the support of the Building in which it is located, which portions shall include, but not be limited to, all exterior walls of the Building, support columns, concrete slabs, structural elements and load bearing portions of walls and partitions, excluding interior surfaces. The Association's responsibilities do not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a Unit and serving only that Unit. 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 of such repair shall be a Condominium Common Expense, except the Association shall not be responsible for the damage to any alteration or addition to the Common Elements made by a Unit Owner or his predecessor in title or for damage to any interior finishes or coverings, including without limitation, paint, wallpaper, paneling, flooring or carpet which, of necessity, must be cut, damaged or removed to gain access to work areas located behind them;

8.1.9 the maintenance, repair and replacement of all trees, shrubbery, grass, landscaping and irrigation, and all pedestrian, recreational and open areas in the Common Elements; and

8.1.10 the maintenance, repair and replacement of all Association Property.

8.2 Maintenance of Drainage System. The Association shall be responsible for the perpetual maintenance, operation, repair and replacement of the Master Drainage System located on the Association Property or Condominium Property, including any wetlands, preservation areas, conservation areas or mitigation areas. The Association shall also be responsible for the perpetual maintenance of any signage required by the District Permit. Maintenance means the exercise of practices that allow the Master Drainage System to provide drainage, water storage, conveyance, or other stormwater management capabilities as permitted by the District. Any repair or reconstruction of the Master Drainage System shall be as permitted or, if modified, as approved by the District. The Association's obligation for perpetual maintenance of the Master Drainage System shall be funded through the Assessments.

In the event that wetland monitoring is required by the District for any conservation area, preservation area or environmental mitigation area located on the Association Property or Condominium Property, the Association will be responsible to carry out this obligation and to complete the task successfully, including meeting all conditions associated with mitigation maintenance and monitoring as set forth in the District Permit. The Association shall maintain copies of the District Permit as well as all further permitting actions for the benefit of the Association.

The District has the right to take enforcement action, including a civil action for an injunction and penalties against the Association to compel it to correct any outstanding problems with the Master Drainage System or in any conservation area, preservation area or environmental mitigation area under the responsibility or control of the Association.

**8.3 Unit Owner Maintenance.** Each Unit Owner is responsible, at such Unit Owner's own expense, for all protection, maintenance, repairs, and replacements of the Unit Owner's Unit and those Limited Common Elements which are not to be maintained by the Association pursuant to this Declaration. The Unit Owner's responsibilities include, without limitation, the maintenance, repair and replacement of: (i) the entire Unit, including, without limitation, all maintenance, repair and replacement of screens, windows and window glass and sliding glass doors, door and window hardware and equipment, including without limitation glass or other transparent materials, screens, frames, casings, hardware, equipment, locks, rollers, gaskets and weather stripping for such windows and doors (as provided in Paragraphs 3.3.2.1 and 3.3.2.2); (ii) all doors (except as provided in Subsection 3.3.2) within or affording access to the Unit, interior surfaces, non-load-bearing walls, partitions and room dividers; (iii) all built-in shelves, cabinets, counters, storage areas and closets; (iv) all electrical, mechanical and plumbing lines, pipes, fixtures, equipment, switches, wires, valves, drains, conduits, ducts, electric lines, outlets (including connections) and other facilities for the furnishing of utility and other services serving the Unit exclusively; (v) the circuit breaker panel and all electrical wiring going into the Unit from the panel; (vi) appliances, water heaters, smoke alarms and vent fans; (vii) all HVAC Equipment serving the Unit exclusively; (viii) carpeting and other floor coverings; (ix) shower pans; (x) the main water supply shut-off valve for the Unit; (xi) all furniture, furnishings and personal property contained within the respective Unit; (xii) other facilities or fixtures which are located or contained entirely within the Unit and serve only the Unit; (xiii) all interior finishes or coverings on any wall, floor or ceiling; and (xiv) all other maintenance or repair of or replacements involving a Unit as contemplated and authorized under this Declaration. Each Unit Owner has the duty to promptly maintain, repair and restore his or her Unit following a casualty regardless of whether insurance proceeds are available or sufficient to fund such repairs or restoration. In addition, each Unit Owner is responsible for the day to day cleaning of the following Limited Common Elements serving his or her Unit: the walls, floor, parapet, railing and ceiling bounding the lanai.

**8.4 Other Unit Owner Responsibilities.**

**8.4.1 NO PENETRATION OF FLOOR OR CEILING. IN NO EVENT MAY THE LOWEST SURFACE OF THE CEILING SLAB OR THE HIGHEST SURFACE OF A FLOOR SLAB OF ANY UNIT BE CUT OR PENETRATED.**

**8.4.2 Interior Decorating.** Each Unit Owner is responsible for all decorating within his or her Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

**8.4.3 Flooring.** EACH UNIT OWNER, BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE OF HIS OR HER UNIT, HEREBY ACKNOWLEDGES AND AGREES THAT SOUND AND IMPACT NOISE TRANSMISSION IN THE BUILDINGS IN WHICH THE UNITS ARE LOCATED IS VERY DIFFICULT TO CONTROL, AND THAT NOISES FROM ADJOINING OR NEARBY UNITS AND/OR MECHANICAL EQUIPMENT CAN AND WILL BE HEARD IN UNITS. THE DEVELOPER DOES NOT MAKE ANY REPRESENTATION OR

WARRANTY AS TO THE LEVEL OF SOUND OR IMPACT NOISE TRANSMISSION BETWEEN AND AMONG UNITS AND THE OTHER PORTIONS OF THE CONDOMINIUM PROPERTY, AND EACH UNIT OWNER HEREBY WAIVES AND EXPRESSLY RELEASES, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW AS OF THE DATE OF THIS DECLARATION, ANY SUCH WARRANTY AND CLAIM FOR LOSS OR DAMAGES RESULTING FROM SOUND OR IMPACT NOISE TRANSMISSION.

The structural integrity of lanais constructed of steel reinforced concrete is adversely affected by water intrusion and rusting aggravated by the water retention qualities of indoor-outdoor carpet, river rock and unglazed ceramic tile and its grout. For this reason no indoor-outdoor carpet or river rock may be used on lanais, and all tile and its bedding and grout must be of such materials and so applied as to be waterproof. No tile or other hard surface floor covering shall be installed on any lanai without the prior written approval of the Board of Directors as to the type and color of the proposed tile or other hard surface floor covering. Any flooring installed on a lanai for a Unit shall be installed so as to insure proper drainage.

8.4.4 Window Coverings. The covering and appearance of the windows and doors, whether by draperies, shades, reflective film or other items visible from the exterior of the Unit, shall be subject to this Declaration and the Rules and Regulations.

8.4.5 Use of Licensed Plumbers and Electricians. No Unit Owner shall have repairs made to any plumbing lines or fixtures or electrical wiring within a Unit, except by a licensed plumber or electrician authorized to do such work by the Board. The provisions as to the use of a licensed plumber or electrician shall not be applicable to any Institutional Mortgagee or to the Developer. Plumbing and electrical repairs within a Unit shall be paid for by and shall be the financial obligation of the Unit Owner.

8.5 Maintenance Contracts. If there shall become available to the Association maintenance or service contracts for items which are located within the Units or otherwise the responsibility of the Unit Owner, such as for the maintenance of smoke detectors, water heaters, or appliances, or for maintenance of the HVAC Equipment, for pest control or for any other services which may be the subject of a maintenance contract, which the Association determines is for the benefit of the Unit Owners, then upon the approval of not less than a majority of the Voting Interests of the Members present in person or by proxy at a duly called meeting of such Members, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings of the Association shall be allocated among the Unit Owners as a Condominium Common Expense. If, on the other hand, a majority of the Board of Directors determines by that the program may be undertaken by the Association for the benefit of only those Unit Owners who elect to be included in the program, then the costs of such contractual undertakings shall be borne exclusively by those Unit Owners electing to be included in the program, but the Association may arrange for the collection of the contract costs from the individual Unit Owners electing to be included therein, may execute the contractual undertaking involved upon such terms and conditions as the Association deems proper and require from the Unit Owners electing to be included, such written undertakings as the Association shall deem proper, to evidence said Unit Owners' obligations to the Association for their proportionate share of the costs of such program.

All maintenance, repairs and replacements not covered by the maintenance contracts shall remain the responsibility of the Unit Owner. If a Unit Owner fails to take advantage of the

services or maintenance provided by a maintenance or service contract, the Unit Owner shall not be excused from paying his share of the cost thereof.

## 9. ADDITIONS, ALTERATIONS OR ALTERATIONS BY THE ASSOCIATION.

9.1 Condominium Property. Whenever in the judgment of the Board of Directors, it is advisable to make capital alterations or improvements (as distinguished from maintenance, repair, replacement or reconstruction) to the Common Elements costing in excess of the Condominium Alterations Limit, as defined below, in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if such additions, alterations or improvements shall have been approved by a majority of the Voting Interests of the Class Members, as defined in Section 4.4(b) of the Bylaws, present in person or by proxy at a duly called meeting of the Class composed of the Unit Owners. The "Condominium Alterations Limit" shall be the greater of 100% of the Common Expenses for the prior fiscal year or the sum of \$200,000 as adjusted by the CPI multiplied by the number of Phases in the Condominium. Any such additions, alterations or improvements to such Common Elements costing in the aggregate less than the Condominium Alterations Limit in a calendar year may be made by the Association without approval of the Class Members. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Condominium Common Expenses and shall be assessed to the Unit Owners as an Annual Assessment or Special Assessment as determined by the Board.

9.2 Association Property. Whenever in the judgment of the Board of Directors, it is advisable to make capital alterations or improvements (as distinguished from maintenance, repair, replacement or reconstruction) to the Association Property or to acquire any real or personal property costing in excess of Association Property Alterations Limit, as defined below, in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the Voting Interests, as defined in Section 4.4(a) of the Bylaws, present in person or by proxy at a duly called meeting of the Members. The "Association Property Alterations Limit" shall be the greater of 100% of the Association Expenses for the prior fiscal year or the sum of \$300,000 as adjusted by the CPI. Any such additions, alterations or improvements to the Association Property costing in the aggregate less than the Association Property Alterations Limit in a calendar year may be made by the Association without approval of the Livingston Lakes Unit Owners. The cost and expense of any such additions, alterations or improvements to such Association Property shall constitute a part of the Association Expenses and shall be assessed to the Livingston Lakes Unit Owners as an Annual Assessment or Special Assessment as determined by the Board.

9.3 Interpretation. For purposes of either Section 9.1 or 9.2, "aggregate in any calendar year" shall include the total principal indebtedness incurred by the Association in that calendar year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is paid or scheduled to be paid in subsequent years. Notwithstanding anything to the contrary in this Declaration, the Board shall be authorized without the approval of the Voting Interests of the Members or Class Members to (i) obtain title to Units through foreclosure of its lien or deed in lieu of foreclosure, or (ii) to maintain, repair, replace or reconstruct any Common Elements or Association Property.

## 10. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY UNIT OWNER.

10.1 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, the Association Property, any Unit, or any Limited Common Element without the prior written consent of the Board of Directors. Without limiting the generality of the foregoing, no Unit Owner without having first obtained the prior written consent of the Board of Directors shall:

10.1.1 change, modify or remove, in whole or in part, replace, reroute, or otherwise affect any column, wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for;

10.1.2 change, modify or otherwise affect in any manner any mechanical, electrical, plumbing, telecommunication, life safety, architectural or structural system or element of the Building;

10.1.3 remove, or change the style, pattern, material, texture or outside color of any door, window, screen, fixture or equipment in or on the exterior of a Unit or Building wall;

10.1.4 cover, from the inside or outside, the glass or other transparent or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a neutral color or material, all of which shall conform to Building standards from time to time promulgated by the Board of Directors;

10.1.5 affix to or over any exterior door or window, or otherwise install on the exterior of any Unit or the Building, any storm or hurricane shutter which has not been approved by the Condominium Association or any awning or any protective or decorative panel, paneling, trim, enclosure, fixture, or appliance;

10.1.6 otherwise change, modify or alter the exterior of any Unit or Building, including the flooring of any lanai, so that it thereby differs in appearance from any other Units of the same type; or

10.1.7 otherwise enclose any lanai.

**IN NO EVENT MAY THE LOWEST SURFACE OF THE CEILING SLAB OR THE HIGHEST SURFACE OF A FLOOR SLAB OF ANY UNIT BE CUT OR PENETRATED.**

Developer will not be required to obtain any of the consents referred to in this Article 10 before altering any Unit which it owns.

10.2 Approval Procedures. The Board shall have the obligation to answer, in writing, any written request by a Unit Owner for approval of such an addition, alteration or improvement to a Unit or Limited Common Element thereof within sixty (60) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The Board may require, at its sole discretion, a structural engineer, architect, or other professional to review the proposed alterations, with such review to be at the Owner's sole expense. The Board may condition the approval in any manner, including, without limitation, those satisfaction of the requirements described in Section 10.3.

The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction. Once approved by the Board of Directors, such approval may not be revoked so long as the conditions imposed by the Association are satisfied. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and its heirs, personal representatives, successors and assigns, as appropriate, (i) to hold the Association, Developer, and all other Unit Owners harmless from and to indemnify them for all costs, claims, damages, expenses, or liabilities (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels) to the Condominium Property, Common Elements or Association Property and/or other Units arising therefrom, and (ii) to be solely responsible for the maintenance, repair, replacement and insurance thereof from and after that date of installation or construction thereof unless the Association expressly assumes responsibility therefor. The Association's rights to review and approve plans and other submissions under this Declaration are intended solely for the benefit of the Association. Neither the Developer, the Association nor any of their respective officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Unit Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by the submission of same, and any Unit Owner, by acquiring title to same, agrees not to seek damages from the Developer and/or the Association arising out of the Association's review of any plans hereunder. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans or submissions from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Unit Owner (including the successors and assigns) agrees to indemnify and hold the Association, the Developer and other Unit Owners harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review or approval of plans or submissions by the Association hereunder.

Notwithstanding anything herein contained to the contrary, the following alterations and/or improvements shall not require the prior approval of the Association: (i) replacement of any glass with a window or door with glass of the same material, composition, color and size; (ii) replacement of an exterior air handler/compressor serving one Unit, which may be effected by the Owner of the Unit served by the applicable air handler/compressor (and provided that the installation will not adversely affect any other Unit Owner and the replacement air handler/compressor is placed in the same location as the equipment being replaced).

**10.3 Restrictions on Contractors, Workers.** The Board of Directors of the Association shall have the right to adopt restrictions and conditions relating the terms on which construction, repairs, maintenance and replacement within the Building can be performed, including without limitation, the review and approval of plans, design, structural integrity, aesthetic appeal, construction details, lien protection, Association oversight, contractor's access, deliveries, and storage of materials and hours of construction and other matters relating to such work. The Association shall have the right to approve the contractor performing the work, to require that the work be performed only during certain specified hours or only on certain days so as to minimize the disruption and inconvenience to the other Unit Owners, and to require that the

contractor fulfill such bonding and insurance requirements as the Board may reasonably require. Any contractor, worker or other person who does not comply with the Association's regulations and requirements regarding construction in and about the Building shall be denied access to the Building and shall not be permitted to perform further work at the Building, Condominium Property or Association Property. The Unit Owner shall further be responsible for any damage done to the Condominium Property, Association Property or Common Elements by any contractor, worker or other person performing work in the Unit and such damage shall be the subject of an assessment of Special Assessments against the Unit Owner by the Association.

10.4 Improvements, Additions or Alterations by Developer. Anything to the contrary notwithstanding, the foregoing restrictions in this Article 10 shall not apply to Developer-owned Units, work performed by the Developer on behalf of a Unit Owner or the Developer's reconfiguration, expansion, alteration or addition to all or any part of the recreational facilities, Common Elements and Association Property as set forth in Section 11.5, all of which may be performed without the consent or approval of the Board of Directors or other Unit Owners. Any amendment to this Declaration required by a change made by the Developer pursuant to this Section 10.4 shall be effected by the Developer alone pursuant to Section 7.6, without the vote or consent of the Association or Unit Owners (or their mortgagees) required, except to the extent that any of same constitutes a Material Amendment, in which event, the amendment must be approved as set forth in Section 7.2 above. Without limiting the generality of Section 7.6 hereof, the provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.

## 11. PROVISIONS PERTAINING TO THE DEVELOPER

11.1 Construction, Development, Sales. In addition to all other rights granted or reserved to the Developer in this Declaration, the Articles and the Bylaws of the Association,

11.1.1 the Developer shall have the right to conduct on the Condominium Property and Association Property, all operations necessary, in its sole discretion, to market, develop or construct the Condominium or any other project developed by the Developer.

11.1.2 the Developer or its agents may enter on the Condominium Property and Association Property and operate thereon such vehicles and equipment as shall be necessary in the sole discretion of the Developer or its agents for purposes contemplated by this Article.

11.1.3 the Developer shall have the right to conduct on the Condominium Property and Association Property all activities necessary or desirable to market, sell, resell and lease the Units and other improvements within the Condominium Property or any other project developed by the Developer.

11.1.4 For as long as the Developer holds any Unit for sale, lease or resale or leases a Unit from a third party, the Developer, its designees, successors and assigns, shall have the right to use any such Unit and parts of the Common Elements or Association Property as model units or offices in connection with the Developer's construction, operation, management, sales, resales or leasing of Unit and other projects developed by the Developer. The Developer shall have the right to erect on the Condominium Property and/or Association Property signs and other promotional material to advertise Units for sale, lease or resale and for any other similar purpose or to use any Units as model units and/or as offices for sales,



marketing, leasing, administration, management, construction or other business purposes as the Developer deems appropriate in its opinion. Such signs may be placed in such locations and shall be of such size and character as the Developer may determine.

11.2 Representation on Board of Directors; Voting by Developer. So long as and to the extent permitted by the Act, the Developer shall have the right to select and designate members of the Board of Directors of the Association and to remove and replace any such person appointed or elected by the Developer as a member of the Board of Directors, as provided in the Articles and Bylaws. No representative of the Developer serving on the Board of Directors of the Association shall be required to disqualify herself or himself from voting on any contract or other matter between the Developer and the Association notwithstanding any pecuniary or other interest of the Developer. The Developer shall not be disqualified from voting on any matter which may come before the membership of the Association with respect to any contract or other matter between the Developer and the Association, notwithstanding any pecuniary or other interest of the Developer.

11.3 Dissolution or Merger of Developer. In the event of the dissolution of the Developer or its merger or consolidation into any other entity which survives the Developer, all rights of the Developer under this Declaration or any other Condominium Document shall pass to and may be exercised by its successor or survivor.

11.4 Assignability of the Developer's Rights. The position, rights and privileges of the Developer under the Condominium Documents are freely assignable, in whole or in part, and any party to whom assigned shall be entitled to exercise all of the rights so assigned. The Developer shall have the right to appoint and designate a successor that shall succeed to the position, rights and privileges of the Developer under this Declaration by a written instrument identifying and designating such successor executed in recordable form and, upon the recording of such instrument in the Public Records of the County, the party named as successor shall succeed to all of the rights, privileges, exemptions and immunities of the Developer under this Declaration and the other Condominium Documents.

11.5 Changes in Association Property, Common Elements and Developer-Owned Units by Developer. Without limiting the generality of the provisions of Article 10 above, and notwithstanding anything to the contrary, the Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) expand, modify, alter, add to, reduce or eliminate all or any part of the recreational facilities in the Association Property or Common Elements; (ii) make alterations, additions or improvements in, to and upon Units owned by the Developer and any Limited Common Elements appurtenant thereto, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (iii) change the layout or number of rooms in any Developer-owned Units; or (iv) change the size of Developer-owned Units by combining separate Developer-owned Units into a single space (although being kept as two separate legal Units), or change the location of the boundaries between Developer-owned Units; provided that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvements, the Developer may expand, add to, relocate or alter Common Elements adjacent to or near such Units, incorporate portions of the Common Elements into adjacent Units and incorporate Units into adjacent Common Elements, provided that such relocation and alteration does not materially adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer. Any amendments to this Declaration required by changes of the Developer made pursuant to this Article 11, shall be effected by the

Developer alone pursuant to Section 7.6, without the vote or consent of the Association, Livingston Lakes Unit Owners or Unit Owners (or their mortgagees) required, except to the extent that any of same constitutes a Material Amendment, in which event, the amendment must be approved as set forth in Section 7.2 above. Without limiting the generality of Section 7.6 hereof, the provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.

## **12. OPERATION OF THE CONDOMINIUM BY THE ASSOCIATION; POWERS AND DUTIES.**

12.1 Power and Duties. The Association shall be the entity responsible for the operation of the Condominium, Condominium Property and the Association Property. The powers and duties of the Association shall include those set forth in the Bylaws and Articles. In addition, the Association shall have all the powers and duties set forth in the Act or other laws, as well as all powers and duties granted to or imposed upon it by this Declaration.

12.2 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association shall not be liable to Unit Owners for costs, claims, damages, expenses, or liabilities, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations, improvements or other activities done by or on behalf of any Unit Owner(s) regardless of whether or not same shall have been approved by the Association pursuant to Article 10 hereof. Further, the Association also shall not be liable to any Unit Owner or Occupant or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby; or (ii) the Association could not obtain such insurance at commercially reasonable costs or upon reasonable terms; or (iii) the Association failed or was unable to access a Unit in accordance with Section 718.111(5), Florida Statutes.

12.3 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required on any matter, whether or not the subject of a meeting of the Members or Class Members, that decision shall be expressed by the same person who would cast the vote for that Unit if at a meeting of the Members or Class Members, unless the joinder of record Owners is specifically required by this Declaration or by law.

12.4 Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in the Condominium Documents or applicable law, all approvals (or actions required or permitted to be given or taken by the Association) shall be given or taken by a majority of the Board of Directors, without the consent of Unit Owners, and the Board may so approve or authorize the action through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

12.5 Effect on Developer. So long as the Developer holds a Unit for sale in the ordinary course of business, none of the following actions may be taken without the prior written approval of the Developer:

12.5.1 Any Assessments against the Developer as a Unit Owner for capital additions, alterations or improvements (as distinguished from maintenance, repair, replacement or reconstruction);

12.5.2 Any action by the Association that would be detrimental to the sale or leasing of Units by the Developer; provided, however, that an increase in Assessments for Association Expenses or Condominium Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sale or leasing of Units.

### **13. DETERMINATION OF ASSOCIATION EXPENSES, CONDOMINIUM COMMON EXPENSES AND FIXING ASSESSMENTS THEREFOR.**

13.1 Assessments. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association Property and a budget for the Condominium Property, determine the amount of Assessments payable by the Unit Owners to meet the Association Expenses and the Condominium Common Expenses and allocate and assess such expenses in accordance with the provisions of this Declaration. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners (and if requested in writing to their respective mortgagees). The Board shall then adopt such budgets, as presented or as amended by them, by a majority vote. The budget for Association Expenses shall include all those expenses enumerated in the definition of "Association Expenses" set forth in Section 2.11. The Association Expenses shall be allocated among the Units and Other Units as provided in Section 5.2. The budget for Condominium Common Expenses shall include all those expenses enumerated in the definition of "Condominium Common Expenses" set forth in Section 2.22. The Condominium Common Expenses shall be allocated among the Units as provided in Section 5.1. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time and need not be restricted or accumulated. Any budget adopted shall be subject to change, upon the approval of such change by the Board to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of this Declaration and the Bylaws.

13.2 Working Capital Contribution. The Developer shall establish in the name of the Association a fund ("Working Capital Fund") for the purpose of having funds available for initial and non-recurring items, capital expenses, permit fees, licenses, utility deposits, advance premiums for insurance policies and coverages and other expenses for operation of the Association. Each time the Developer conveys a Unit to a purchaser, the Developer shall collect from the purchaser of the Unit an amount to be determined by the Developer from time to time ("Working Capital Contribution"). Initially, the Working Capital Contribution shall be the sum of \$250.00. Each Unit's Working Capital Contribution shall be collected at the time of closing of the sale of the Unit and transferred to the Association within ten (10) days thereafter. A Unit's Working Capital Contribution shall not be considered as advance payment of Assessments nor shall it be refundable. The Working Capital Fund shall not be used during the

period the Developer controls the Association if the Developer's guarantee of the level of Assessments is in effect.

#### 14. COLLECTION OF ASSESSMENTS.

14.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while he or she is the Unit Owner. The grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for the Unit's share of the Condominium Common Expenses and Association Expenses or otherwise up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or Association Property or by the abandonment of the Unit against which the Assessments are made or otherwise.

14.2 Special Assessments. In addition to Assessments levied by the Association to meet the Condominium Common Expenses and the Association Expenses, Special Assessments may be levied by the Board and shall be payable by Unit Owners in lump sums or installments, in the discretion of the Board, for the following purposes: (i) expenses which are not included in or exceed the amount in annual estimated operating budgets of the Association Property or Condominium Property designated for such purpose or which are not included in or exceed the amount in the reserves designated for such purpose; (ii) expenses of a nonrecurring nature which are not in the nature of capital improvements; (iii) expenses for maintenance, repair, replacement or reconstruction of any Improvements to Common Elements or Association Property as a result of substantial deterioration, obsolescence, casualty loss, condemnation, or Substantial Damage; or (iv) expenses for acquisition, installation, alteration, betterment or construction of any Improvement in the nature of a capital improvement (as opposed to maintenance, repair, replacement or reconstruction) to the Common Elements or Association Property. Any Special Assessments for acquisition, installation, alteration, betterment or construction of any Improvement in the nature of a capital improvement (as opposed to maintenance, repair, replacement or reconstruction) to the Association Property which in the aggregate exceed the Association Property Alterations Limit any one calendar year shall require the approval of a majority of the Voting Interests present in person or by proxy at a duly called meeting of the Members, except in the case of an emergency (i.e., a condition that is threatening to the safety of persons or property). Any Special Assessments for acquisition, installation, alteration, betterment or construction of any Improvement in the nature of a capital improvement (as opposed to maintenance, repair, replacement or reconstruction) to the Common Elements which in the aggregate exceed the Condominium Alterations Limit any one calendar year shall require the approval of a majority of the Voting Interests of the Class Members present in person or by proxy at a duly called meeting of the Class composed of the Unit Owners, except in the case of an emergency (i.e., a condition that is threatening to the safety of persons or property).

It is the intent of this Section 14.2 that the Association shall have the authority to pay for the expenses identified in the foregoing paragraph through Annual Assessments or Special Assessments payable on such terms as conditions as determined by the Board or through loans to the Association, the debt service of which shall be assessed to the Unit Owners through Assessments against the Units or a combination of them.

No action authorized in this Section shall be taken without the prior written consent of the Developer as long as the Developer or any affiliate of the Developer owns any Units or has the right to add any Additional Phase to the Condominium.

**14.3 Default in Payment of Assessments for Common Expenses.** Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at eighteen percent (18%) per annum from the date due until paid and shall be subject to an administrative late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of each delinquent installment. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such Parcel, interest thereon and reasonable attorneys' fees and costs incurred by the Association incident to the collection of the Assessments or enforcement of the lien. Except as set forth below, the lien is effective from, and shall relate back to, the date of the recording of this Declaration. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien. The Association's lien shall be evidenced by the recording of a claim of lien in the Public Records of the County, stating the description of the Condominium Parcel, the name of the record Unit Owner, the amount due and the due dates. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. No such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded unless, within that one (1) year period, an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, interest thereon and costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorneys' fees incurred for collection of the unpaid Assessments, including without limitation, pre-suit collection efforts, lien foreclosure action or an action to recover a money judgment for unpaid Assessments and any appellate or bankruptcy proceedings.

As an additional right and remedy of the Association, upon default in the payment of Assessments and after thirty (30) days' prior written notice to the applicable Unit Owner and the recording of a claim of lien, the Association may declare the Assessments installments for the remainder of the fiscal year in which the claim of lien is filed to be accelerated and immediately due and payable. In the event that the amount of such installments changes during the remainder of the fiscal year in which the claim of lien is filed, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

**14.4 Notice of Intention to Foreclose Lien.** No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not be entitled to recover attorneys' fees or costs in connection with the foreclosure. The notice must be given by delivery of a copy of it to the

Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

**14.5 Appointment of Receiver to Collect Rental.** If the Unit Owner remains in possession of the Unit during the pendency of a foreclosure proceeding or after a foreclosure judgment has been entered, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of such receiver shall be paid by the party which does not prevail in the foreclosure action.

**14.6 Institutional First Mortgagee.** An Institutional First Mortgagee who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid Assessments (or installments thereof) that became due prior to the Institutional First Mortgagee's receipt of the deed. However, the Institutional First Mortgagee's liability is limited to the lesser of the following: (i) the Unit's unpaid Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (ii) one (1%) percent of the original mortgage debt. The limitation of this Section apply only if the Institutional First Mortgagee joined the Association as a defendant in the foreclosure action. No mortgagee acquiring title to a Unit as a result of foreclosure or deed in lieu thereof may be excused from the payment of the Assessments during the period of its ownership of such Unit, whether or not such Unit is unoccupied.

**14.7 Certificate of Unpaid Assessments.** Within fifteen (15) days after written request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating all Assessments and other moneys owed to the Association by the Unit Owner with respect to its Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. The Association may charge a reasonable fee for such certificate.

**14.8 Installments.** Annual Assessments shall be collected monthly or quarterly, in advance, at the option of the Association. Initially, Annual Assessments will be collected quarterly.

**14.9 Application of Payments.** Any payments received by the Association from a delinquent Unit Owner shall be applied first to any interest accrued on the delinquent installment(s) of the Assessments as aforesaid, then to any late fees, then to any costs and reasonable attorneys' fees incurred in collection and then to the delinquent and any accelerated Assessments. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

**15. INSURANCE.** In order to adequately protect the Unit Owners, the Association, and those parts of the Condominium Property and Association Property that the Association is required to insure, the Association can carry and keep in force at all times insurance in accordance with the following provisions:

## 15.1 Purchase, Custody and Payment.

15.1.1 Purchase. All insurance policies described herein covering portions of the Condominium Property or Association Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida or by reputable surplus lines carriers offering policies for property in Florida.

15.1.2 Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.

15.1.3 Custody of Policies and Payment of Proceeds. All policies and endorsements thereto shall be held by the Association and all policies shall provide that payments for losses made by the insurer shall be paid to the Association.

15.1.4 Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to any mortgagee who holds a mortgage upon a Unit covered by the policy. Upon request, copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

15.2 Coverage. The Association shall use commercially reasonable efforts to maintain insurance covering the following:

15.2.1 Casualty. The following property (collectively the "Insured Property") shall be insured in an amount not less than 100% of the full insurable replacement value thereof (subject to reasonable deductibles), excluding foundation and excavation costs:

15.2.1.1 All portions of the Condominium Property located outside of the boundaries of the Units and such portions of the Condominium Property located within the boundaries of the Units that are required by the Act to be insured under the Association's policies, together with all fixtures, building service equipment, personal property and supplies constituting the Common Elements. Notwithstanding the foregoing, the Insured Property shall not include, and shall specifically exclude the following: all furniture, furnishings, Unit floor coverings, wall coverings and ceiling coverings; other personal property owned, supplied or installed by any Unit Owner, Occupant or any predecessor of such Unit Owner or Occupant; all additions, alterations and improvements owned, supplied or installed by any Unit Owner, Occupant or any predecessor of such Unit Owner or Occupant; and all fixtures, appliances, HVAC Equipment, water heaters and built-in cabinets and countertops, and window treatments; and replacements of any of the foregoing.

15.2.1.2 All Improvements located on the Association Property from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Association Property.

Such policies may contain reasonable deductible provisions as determined by the Board of Directors. Such coverage shall afford protection against loss or damage by fire and other casualties covered by a special form (f/k/a "all risks") policy, and such other risks as from time to

time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

15.2.2 Liability. Commercial general liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$2,000,000 for each accident or occurrence, and \$100,000 for property damage, and with a cross liability endorsement to cover liabilities of the Livingston Lakes Unit Owners as a group to any Livingston Lakes Unit Owner, and vice versa. In addition, the Association shall obtain commercial general liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Association Property or adjoining driveways and walkways, or any work, matters or things related to the Association Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$2,000,000 for each accident or occurrence, and \$100,000 for property damage, and with a cross liability endorsement to cover liabilities of the Livingston Lakes Unit Owners as a group to any other Livingston Lakes Unit Owner, and vice versa. The Association may also obtain and maintain liability insurance for its directors, officers and employees.

15.2.3 Worker's Compensation and other mandatory insurance, when applicable, to meet the requirements of law of the State of Florida.

15.2.4 Flood Insurance covering loss or damage to the Common Elements, Association Property and Units due to flood if the Insured Property or Association Property is located in Flood Zone A or V as defined by the Federal Emergency Management Agency (FEMA). The Association may obtain such insurance through any available governmental programs providing for such coverage.

15.2.5 Fidelity Insurance or bonding covering all persons who control or disburse Association funds, which shall include, without limitation, those individuals authorized to sign Association checks and the President, Vice President(s), Secretary and Treasurer of the Association. Such fidelity insurance shall be in an amount not less than the greater of (i) the total amount of the reserves plus the total quarterly Annual Assessments, (ii) the maximum amount of the funds that will be in the custody of the Association or its manager at any one time, or (iii) such higher amount as may be determined by the Board.

15.2.6 Directors and Officers Liability Insurance. The Association shall obtain and maintain directors and officers liability insurance in such amounts as the Board shall deem adequate, utilizing the broad form of policy coverage for all Directors and officers and, if reasonably available, committee members of the Association.

15.2.7 Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all other Association Property, where such coverage is available.

15.2.8 Optional Coverage. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.



When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Livingston Lakes Unit Owners individually and as a group, (ii) pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, a member of the Board of Directors of the Association, one or more Livingston Lakes Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that the insurance provided shall not be prejudiced by any act or omissions of individual Livingston Lakes Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Livingston Lakes Unit Owner has other insurance that covers the same loss.

Every casualty insurance policy obtained by the Association, when deemed appropriate by the Board, shall have the following endorsements: (i) an agreed value endorsement waiving any co-insurance penalty, (ii) inflation guard, (iii) an ordinance or law coverage endorsement covering increased costs resulting from changes in laws or codes, (iv) costs of demolition and removal of the damaged structure, and (v) steam boiler coverage, if applicable.

**15.3 Additional Provisions.** All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds and all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors may (or if required by a majority of the Qualified Mortgagees based on the original principal amount of their mortgages, shall) obtain an appraisal from a casualty insurance company or other reputable appraiser or consultant of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section. The full replacement value of the Insured Property shall be determined in the foregoing manner at least once every twenty-four (24) months or such shorter period as required by the Act.

**15.4 Premiums.** Premiums for insurance policies purchased by the Association insuring or relating to the Association Property, its Directors and officers, the Livingston Lakes Unit Owners or fidelity bonds shall be paid by the Association as an Association Expense, except that the costs of fidelity bonding for any manager and its employees may be paid by such company pursuant to its contract with the Association. Premiums for insurance policies purchased by the Association insuring or relating to the Condominium Property, Condominium or the Unit Owners shall be paid by the Association as a Condominium Common Expense. Premiums may be financed in such manner as the Board of Directors deems appropriate.

**15.5 Share of Proceeds.** All insurance policies obtained by or on behalf of the Association for the Association Property shall be for the benefit of the Association and the Livingston Lakes Unit Owners. The duty of the Association as to the Association Property shall be to receive such proceeds as they are paid and to hold them in trust for the purposes elsewhere stated herein for the benefit of the Livingston Lakes Unit Owners. All insurance policies obtained by or on behalf of the Association for the Condominium Property shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear. The duty of the Association shall be to receive such proceeds as they are paid and to hold them in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and the holders of any mortgages on the subject Unit(s).

15.6 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

15.7 Distribution of the Proceeds. Proceeds of the casualty insurance policies received by the Association for the Association Property or Condominium Property shall be used for the benefit of the beneficial owners in the manner hereafter provided in Article 16 entitled "Repair or Reconstruction After Casualty"

15.8 Unit Owners' Personal Coverage. Unless expressly provided in this Declaration, or by the Act, the insurance purchased by the Association shall not cover and the Association shall not be responsible to Unit Owners to obtain insurance coverage for (i) the property lying within the boundaries of any Unit, including, but not limited to, any additions, alterations or improvements to a Unit, (ii) any personal property of the Unit Owner or other Occupant, (iii) personal liability coverage, (iv) living expenses or loss of use, or (v) any other risks not otherwise insured by the Association.

15.9 Benefit of Mortgagees. Certain provisions in this Article 15 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagee.

## 16. REPAIR OR RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY.

16.1 Report of Damage. If any part of the Insured Property is damaged and the estimated cost to repair or reconstruct the damage is estimated to exceed 5% of the insured value of the Association Property or 5% of the insured value of the Condominium Property, then the Association shall cause a report of the damage to be prepared by a construction consultant, architect, contractor or engineer qualified to practice in Florida. The report shall include the following information for the Association Property and Condominium Property, as applicable:

16.1.1 Date and cause of damage.

16.1.2 Schedule of damage to the Association Property and to the portions of the Condominium Property for which the Association has responsibility for repair and reconstruction and the estimated costs of such repair and reconstruction.

16.1.3 Whether damage to the Association Property and Condominium Property for which the Association has responsibility for repair and reconstruction includes structural parts of a Building.

16.1.4 In the case of damage to the Condominium Property, a schedule of damage for which Unit Owners have the responsibility for repair and reconstruction and the estimated costs of repair and reconstruction.

16.2 Determination to Repair or Reconstruct Association Property. Whether the Association Property damaged by casualty shall be repaired and reconstructed shall be determined in the following manner:

16.2.1 Lesser Damage. In the event the damage to the Association Property does not constitute Substantial Damage (as defined in Subsection 16.4.1), the damage to the

Association Property shall be repaired and reconstructed as provided herein. The Board of Directors shall arrange for the prompt repair and reconstruction of the Association Property.

16.2.2 Substantial Damage to Association Property. In the event the damage to the Association Property constitutes Substantial Damage, whether the damage to the Association Property will be repaired and reconstructed shall be determined in the following manner:

16.2.2.1 The Association shall call a meeting of the Livingston Lakes Unit Owners on or before thirty (30) days following the later of the date such casualty or loss occurred or the date the amount of the insurance proceeds is determined. The Association shall deliver written notice of the meeting to Livingston Lakes Unit Owners together with the following information regarding the damage to the Association Property: the date and cause of damage, the extent of the damage, the estimated cost to repair or reconstruct, and the amount of insurance proceeds for the Association Property; the estimated amount required to pay the excess of the cost of repair and reconstruction ("Excess Costs") over the amount of insurance proceeds; whether the Association recommends that the damage to the Association Property be repaired and reconstructed; and which one or more of the following methods the Board recommends in order to pay the Excess Costs and other costs of repair and reconstruction: Annual Assessments, Special Assessments payable on such terms as conditions as determined by the Board or loans to the Association, the debt service of which shall be assessed to the Owners through Annual Assessments or Special Assessments. All Excess Costs for repair and reconstruction of the Association Property shall be Association Expenses.

16.2.2.2 In the event that the Association Property suffers Substantial Damage, the Association shall proceed with the repair and reconstruction of the Association Property, unless the following shall occur:

16.2.2.2.1 Unit Owners holding sixty (60%) percent of the total Voting Interests of the Class composed of the Unit Owners execute or join in the Plan of Termination for this Condominium in accordance with the provisions of Article 21 within one (1) year from the date the casualty or loss occurred or the date the amount of the insurance proceeds is determined, whichever is later; and

16.2.2.2.2 The Other Unit Owners holding requisite percentage of voting interests in each of the Other Condominiums execute or join in a plan of termination for their respective Other Condominium pursuant to the applicable Livingston Lakes Condominium Declaration within one (1) year from the date the casualty or loss occurred or the date the amount of the insurance proceeds, whichever is later; and

16.2.2.2.3 Not less than sixty (60%) percent of the Voting Interests in each Class of Livingston Lakes Condominiums present in person or by proxy at a duly called meeting of each Class vote not to proceed with the repair or reconstruction of the Association Property.

Notwithstanding the foregoing, in the event that the requisite percentage of voting interest of the Livingston Lakes Unit Owners in each Livingston Lakes Condominium fail to agree on how to proceed for their respective Condominium within one (1) year from the date the casualty or loss occurred or the date the amount of the insurance proceeds is determined, whichever is later,

then the Board of Directors shall arrange for the prompt repair and reconstruction of the Association Property.

16.3 Determination to Repair and Reconstruct Condominium Property. Whether the Condominium Property damaged by casualty shall be repaired and reconstructed shall be determined in the following manner:

16.3.1 Lesser Damage. In the event the damage to the Condominium Property does not constitute Substantial Damage (as defined in Subsection 16.4.2), the damage to the Condominium Property shall be repaired and reconstructed as provided herein. The Board of Directors shall arrange for the prompt repair and reconstruction of the Condominium Property.

16.3.2 Substantial Damage to Condominium Property. In the event the damage to the Condominium Property constitutes Substantial Damage, whether the damage to the Condominium Property will be repaired and reconstructed or the Condominium terminated shall be determined in the following manner:

16.3.2.1 The Association shall call a meeting of the Class Members for this Condominium on or before thirty (30) days following the later of the date such casualty or loss occurred or the date the amount of the insurance proceeds is determined. The Association shall deliver written notice of the meeting to all of the Class Members together with the following information regarding damage to the Condominium Property: the date and cause of damage, the extent of the damage, the estimated cost to repair or reconstruct, and the amount of insurance proceeds; the estimated amount of the Excess Costs; whether the Association recommends that the damage to the Condominium Property be repaired and reconstructed; which one or more of the following methods the Board recommends in order to pay the Excess Costs and other costs of repair and reconstruction: Annual Assessments, Special Assessments payable on such terms as conditions as determined by the Board or loans to the Association, the debt service of which shall be assessed to the Unit Owners through Annual Assessments or Special Assessments. All Excess Costs for repair and reconstruction of the Condominium Property shall be Condominium Common Expenses.

16.3.2.2 In the event that the Condominium Property suffers Substantial Damage and not less than sixty (60%) percent of the total Voting Interests of the Class Members in person or by proxy at a duly called meeting of the Class composed of the Unit Owners vote not to proceed with the repair or reconstruction thereof and to pursue termination of the Condominium, then the Condominium Property will not be repaired and the Association shall proceed with preparing a Plan of Termination and submitting it for approval to the Unit Owners in accordance with the provisions of Article 21. Notwithstanding the foregoing, in the event that Unit Owners holding at least sixty (60%) percent of the total Voting Interests of the Class composed of the Unit Owners fail to execute or join in the Plan of Termination as provided in Article 21 within one (1) year from the date the casualty or loss occurred or the date the amount of the insurance proceeds is determined, whichever is later, then the Board of Directors shall arrange for the prompt repair and reconstruction of the Condominium Property.

16.4 "Substantial Damage" Defined. For the purpose of Article 15 and generally in this Declaration,

16.4.1 Association Property. "Substantial Damage" to the Association Property shall mean that the cost of repair or reconstruction of damage to the Association Property is

equal to (i) 60% or more of the replacement value of the Association Property immediately prior to such damage or destruction as a result of a casualty or loss occurring during the period commencing with the initial recordation of the first Livingston Lakes Condominium Declaration and terminating thirty (30) years thereafter ("Initial Period"); (ii) 45% or more of the replacement value of the Association Property immediately prior to such damage or destruction as a result of a casualty or loss occurring at any time during the period commencing with the end of the Initial Period and terminating ten (10) years thereafter ("Second Period"); or (iii) 35% or more of the replacement value of the Association Property immediately prior to such damage or destruction as a result of a casualty or loss occurring at any time during the period commencing with the end of the Second Period.

16.4.2 Condominium Property. "Substantial Damage" to the Condominium Property shall mean that the cost of repair or reconstruction of the damage to the Condominium Property is equal to (i) 60% or more of the replacement value of the Condominium Property immediately prior to such damage or destruction as a result of a casualty or loss occurring during the Initial Period; (ii) 45% or more of the replacement value of the Condominium Property immediately prior to such damage or destruction as a result of a casualty or loss occurring at any time during the Second Period; or (iii) 35% or more of the replacement value of the Condominium Property immediately prior to such damage or destruction as a result of a casualty or loss occurring at any time during the period commencing with the end of the Second Period.

16.4.3 Estimates. The cost of repair or reconstruction of damage to the Association Property or Condominium Property shall be estimated by at least two (2) reputable general contractors properly licensed in Florida.

16.5 Prompt Repair. Whenever in this Article the words "prompt repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date that (i) the Board of Directors notifies Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or (ii) that the Board of Directors notifies Unit Owners that it holds proceeds of insurance on account of such damage or destruction which together with Assessments and/or loan proceeds are sufficient to pay the estimated cost of such work; or (iii) the Condominium Property has suffered Substantial Damage and the Association is unable to obtain the consents and joinders of Unit Owners holding at least sixty (60%) percent of the total Voting Interests of the Class composed of the Unit Owners in order to adopt a Plan of Termination for this Condominium within the time provided in Section 16.3; or (iv) if applicable, the Association Property has suffered Substantial Damage and the Association is unable to satisfy the requirements set forth in Subparagraph 16.2.2.2 to be excused from repair and reconstruction of the Association Property.

16.6 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of repair and reconstruction to be effected by the Association, or if at any time during repair and reconstruction, or upon completion of repair and reconstruction, the funds for the payment of the costs of repair and reconstruction are insufficient, the Association may impose Special Assessments against the Unit Owners in sufficient amounts to provide funds for the payment of such Excess Costs. All Excess Costs for repair and reconstruction of the Association Property shall be Association Expenses, and Special Assessments on account of damage to the Association Property shall be allocated among all of the Livingston Lakes Units in accordance with Section 5.2. All Excess Costs for repair and reconstruction of the Condominium Property or Common Elements shall be Condominium Common Expenses, and

Special Assessments on account of damage to the Condominium Property shall be allocated among the Units in accordance with Section 5.1.

16.7 Disbursement of Reconstruction Funds. The proceeds of insurance collected on account of a casualty or loss and the Special Assessments collected from the Unit Owners or Livingston Lakes Unit Owners on account of such casualty shall constitute a repair fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner and order:

16.7.1 Association - Lesser Damage. If the amount of the estimated costs of repair and reconstruction which are the responsibility of the Association is less than or equal to 5% of the insured value of the Association Property or Condominium Property, as applicable, then the repair fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association in the order of priority set forth in Section 16.8.

16.7.2 Association - Major Damage. If the amount of the estimated costs of repair and reconstruction which are the responsibility of the Association is greater than 5% of the insured value of the Association Property or 5% of the insured value of the Condominium Property, as applicable, and the damage to the Association Property or Condominium Property, as applicable, is to be repaired and reconstructed, then the repair fund shall be disbursed in payment of such costs in the manner contemplated by Section 16.8, together with the approval of a construction consultant, architect, contractor or engineer licensed to practice in Florida and retained by the Association to supervise the work and disbursements ("Association's Representative"). Proceeds or other funds for the repair or reconstruction shall be disbursed in accordance with safeguards normally associated with construction loan disbursements and the approval of the Association's Representative prior to any disbursement. These safeguards may include, without limitation, appropriate assurances or receipt of the following: (i) all of the work completed as of the date of such request for disbursement has been performed substantially in accordance with the approved plans and specifications; (ii) such disbursement request represents monies which either have been paid by or on behalf of the construction contractor and/or are justly due to contractors, subcontractors, suppliers, architects, engineers or others who have rendered or furnished certain services or materials for the work and is accompanied by a description of such services and materials and the principal subdivisions or categories thereof and the respective amounts paid or due to each and a statement as to the progress of the work up to the date of said certificate; (iii) the sum then requested to be disbursed plus all sums previously disbursed does not exceed the cost of the work in relation to what has actually been completed through the date of the certificate; (iv) no sums being requested to be disbursed have been the subject of any previous disbursement or any pending application for disbursement; (v) receipt of all applicable construction lien waivers; and (vi) the amount remaining for disbursement after the pending disbursement will be sufficient to complete the necessary repairs or reconstruction.

In the event the Association obtains a loan for any portion of the Excess Costs for repairs and reconstruction, then the proceeds of a loan incurred by the Association shall be disbursed for the purposes and in the manner and order provided in the loan agreement and other loan documents.

16.8 Priority of Disbursement of Reconstruction Funds When Damage is to be Repaired. When the damage to the Association Property or Condominium Property, as applicable, is to be repaired and reconstructed, the insurance proceeds, any loan proceeds or

Special Assessments collected from Unit Owners on account of such casualty shall be disbursed in payment of costs in the following priority and from the source indicated:

16.8.1 costs of the following: adjusting the loss; inspections, investigations and reports as to the damage; permit and inspection fees, architectural and engineering fees; fees of the Association's Representative; demolition, removal and disposal fees; securing and protecting the Insured Property and Association Property; accounting fees and costs; and attorneys' fees and costs. The Board shall have the right to treat some or all of the costs set forth in this Subsection 16.8.1 as Association Expenses and pay such amounts from Association operating funds or from reserves without the necessity of a vote of the Unit Owners. If both Association Property and Condominium Property suffered damage, the Association may allocate the foregoing costs equitably between Association Expenses and Condominium Common Expenses.

16.8.2 costs of repair and reconstruction of damage to the Common Elements for which the Association has maintenance responsibility, as a Condominium Common Expense.

16.8.3 costs of repair and reconstruction of damage to the Association Property, as an Association Expense.

16.8.4 costs of repair and reconstruction of damage to other portions of the Condominium Property for which the Association has maintenance responsibility, as a Condominium Common Expense.

16.8.5 costs of repair and reconstruction of the Condominium Property for which Unit Owners have maintenance responsibility, as a Condominium Common Expense.

16.8.6 In the event of a dispute or lack of certainty as to whether damage to the Condominium Property constitutes damage to a Unit(s) or Common Elements, such damage shall be presumed to be damage to the Common Elements as a Condominium Common Expense.

16.9 Priority of Disbursement of Reconstruction Funds When Damage to Condominium Property Is Not To Be Repaired. When the damage to the Condominium Property will not be repaired and reconstructed and the Condominium is to be terminated, the insurance proceeds shall be disbursed in the following priority:

16.9.1 costs of the following: adjusting the loss; inspections, investigations and reports as to the damage; permit and inspection fees, architectural and engineering fees; fees of the Association's Representative; demolition, removal and disposal fees; securing and protecting the Condominium Property; accounting fees and costs; and attorneys' fees and costs. The Board shall have the right to treat some or all of the costs set forth in this Subsection 16.9.1 as a Condominium Common Expenses and pay such amounts from Association operating funds or from reserves without the necessity of a vote of the Unit Owners. If both Association Property and Condominium Property suffered damage, the Association may allocate the foregoing costs equitably between Association Expenses and Condominium Common Expenses.

16.9.2 the costs set forth in Paragraphs 21.13.3.1 - 21.13.3.4, as a Condominium Common Expense.

16.9.3 In the event the Condominium is terminated as provided herein, the remaining insurance proceeds from such damage or destruction to the Condominium Property shall be allocated as follows:

16.9.3.1 As to insurance proceeds held for damage to that portion of the Condominium Property lying outside the boundaries of the Unit, the insurance proceeds shall be allocated in the manner provided for in the Plan of Termination and disbursed by the Termination Trustee as provided in Article 21.

16.9.3.2 As to insurance proceeds held for damage to that portion of the Condominium Property lying within the boundaries of the Unit, among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association.

#### 16.10 Excess Repair and Reconstruction Funds

16.10.1 Association Property. It shall be presumed that the first monies disbursed in payment of costs of repair and reconstruction of the Association Property shall be from the insurance proceeds attributable to the damage to the Association Property. In the event all of the Livingston Lakes Condominiums are not terminated and there is a balance in a repair fund after payment of all costs relating to the repair and reconstruction of the Association Property, such balance shall be distributed to the all of the Livingston Lakes Unit Owners in proportion to their respective shares of the Association Expenses or the Association may retain such balance in its reserves.

16.10.2 Condominium Property. It shall be presumed that the first monies disbursed in payment of costs of repair and reconstruction of the Condominium Property shall be from the insurance proceeds attributable to the damage to the Condominium Property. In the event the Condominium is not terminated and there is a balance in a repair fund after payment of all costs relating to the repair and reconstruction of the Condominium Property, such balance shall be distributed to the beneficial owners of the fund as follows:

16.10.2.1 Amounts attributable to excess proceeds of insurance policies held by the Association for the Condominium Property shall be paid jointly to Unit Owners and their mortgagees in proportion to their undivided interests in the Common Elements.

16.10.2.2 Amounts attributable to funds paid by an insurer under any insurance policy maintained by a Unit Owner or by a Unit Owner as Special Assessments which are not in excess of Special Assessments paid by or on behalf of such Owner shall be paid to each Unit Owner and shall not be made payable jointly to any mortgagee.

16.11 Repair and Reconstruction Procedures. The plans and specifications for any repair or reconstruction to be performed under Article 16 shall be prepared by an architect licensed in Florida. The Association's Representative may also be retained to assist the Association in obtaining bids for the repair and reconstruction from responsible contractors. The contractor shall work under the administration of the Association's Representative and the Association. Unless a majority of the Voting Interests present in person or by proxy at a duly



called meeting of the Members agree otherwise, the plans and specifications for repair or reconstruction of improvements to the Association Property shall be consistent with the most current plans. Unless a majority of the Voting Interests of the Class Members present in person or by proxy at a duly called meeting of the Class composed of the Unit Owners agree otherwise, the plans and specifications for repair or reconstruction of the Condominium Property shall be consistent with the most current plans for the Buildings.

16.12 Benefit of Mortgagees. Certain provisions in this Article 16 are for the benefit of mortgagees of Units and may be enforced by any of them.

## 17. CONDEMNATION.

17.1 Deposit of Awards with Association. The taking of portions of the Condominium Property or Association Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, Special Assessments shall be assessed against a defaulting Unit Owner in the amount of its award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

17.2 Determination Whether to Continue Condominium. Whether the Condominium will continue after a taking will be determined in the manner provided below.

### 17.2.1 Taking of Association Property.

17.2.1.1 In the event a taking of any portion of the Association Property does not constitute Substantial Damage, then the award for the taking of such portion of the Association Property shall be used to render the remaining portion of the Association Property usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the award for the taking of the Association Property then such Excess Costs shall be collected as provided in Section 16.6.

17.2.1.2 In the event a taking of the Association Property constitutes Substantial Damage to the Association Property, whether to repair and reconstruct the Association Property shall be determined in the manner provided in Subsection 16.2.2. If the cost of such work shall exceed the balance of the funds from the award for the taking of the Association Property and the Association Property Alterations Limit, then the Excess Costs must be approved in the manner required by Section 9.2 and paid for using any of the methods contemplated by Section 9.2.

17.2.2 Taking of Certain Common Elements. In the event a taking of any portion of the Common Elements does not include a taking of all or any portion of a Building or Units, then the award for the taking of such portion of the Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the award for the taking of the Common Elements then such Excess Costs shall be collected as provided in Section 16.6.

**17.2.3 Total Taking of Condominium Property.** In the event of a total taking of the Condominium Property, the Association shall proceed with preparing a Plan of Termination submitting it for approval by Unit Owners in accordance with the provisions of Article 21 in which case the Plan of Termination shall require the approval of Unit Owners holding not less than sixty (60%) percent of the total Voting Interests of the Class composed of the Unit Owners. The award for the total taking of the Condominium Property shall be disbursed as provided in the Plan of Termination.

**17.2.4 Taking of Units or Portion of Common Elements within a Building.**

**17.2.4.1** If a taking of some or all of the Common Elements within a Building (but not the entire Condominium Property) does not constitute Substantial Damage to the Condominium Property, then the award for the taking of such portion of the Common Elements shall be used to render the remaining portion of the Common Elements usable to the extent possible as provided in Subsection 16.3.1 in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the award for the taking of the Common Elements then such Excess Costs shall be collected as provided in Section 16.6.

**17.2.4.2** If a taking of some or all of the Common Elements within a Building (but not the entire Condominium Property) constitutes Substantial Damage to the Condominium Property, the Association shall proceed with the repair or reconstruction of the Common Elements unless at least sixty (60%) percent of the Voting Interests of the Class Members in person or by proxy at a duly called meeting of the Class composed of the Unit Owners vote not to proceed with such repairs or reconstruction and to pursue termination of the Condominium. If so, the Common Elements will not be repaired and reconstructed and the Association shall proceed with preparing a Plan of Termination and submitting it for execution or joinder by the Unit Owners in accordance with the provisions of Article 21. Notwithstanding the foregoing, in the event that Unit Owners holding at least sixty (60%) percent of the total Voting Interests of the Class composed of the Unit Owners fail to execute or join in the Plan of Termination as provided in Article 21 within one (1) year from receipt of the taking award, then the Board of Directors shall arrange for the prompt repair and reconstruction of the Common Elements. If the Association is required to proceed with the repair or restoration of the Common Elements, then it shall do so in manner approved by the Board of Directors of the Association. If the cost of such work shall exceed the balance of the funds from the award for the taking of the Common Elements, then such Excess Costs shall be collected as provided in Section 16.6.

**17.3 Disbursement of Funds.** If the Condominium is terminated after condemnation, the proceeds of the awards for the taking of the Condominium Property will be deemed to be insurance proceeds attributable to the Condominium Property and shall be owned in the manner provided with respect to the ownership and distribution of insurance proceeds attributable to the Condominium Property if the Condominium is terminated after a casualty as set forth in Articles 16 and 21 of this Declaration and shall be disbursed in the manner provided for disbursement of such funds by the Termination Trustee as set forth in Article 21. If the Condominium is not terminated after condemnation, the size of the Condominium Property will be reduced, the Condominium Property damaged by the taking will be made usable in the manner provided below, and as to any Units totally taken, the Units' undivided interests in the Common Elements and share of the Association Expenses and Condominium Common Expenses will be adjusted. The proceeds of the awards attributable to the Condominium Property and Special Assessments shall be used for these purposes and shall be disbursed in the manner provided

for disbursement of funds by the Association after a casualty, or as elsewhere in this Article 17 specifically provided.

17.4 Unit Reduced but Habitable. If the taking reduces the floor area of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

17.4.1 Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award for the taking of the Unit, the additional funds required shall be charged to and paid by the Owner of the Unit as a Special Assessment.

17.4.2 Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.

17.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the floor area of a Unit that it cannot be made habitable (in the sole opinion of the Association), the award for the taking of the Unit shall be used for the purposes in the order stated and the following changes shall be made to the Condominium:

17.5.1 Payment of Award. The award for a Unit shall be paid first to the applicable Institutional First Mortgagee up to an amount sufficient to satisfy the mortgage encumbering the Unit which is not habitable; second, to the Association for any due and unpaid Assessments and Charges; third, jointly to the affected Unit Owner and other mortgagees of such Unit. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

17.5.2 Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking of the Common Elements and the Condominium Alterations Limit, then the Excess Costs must be approved in the manner required by Section 9.1 and paid for using any of the methods contemplated by Section 9.1.

17.5.3 Adjustment of Shares. The undivided interests in the Common Elements, Common Expenses and Common Surplus-Condominium appurtenant to the Units that continue as part of the Condominium shall be adjusted to reflect the reduced number of Units.

17.5.4 Assessments. If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as provided in Subsection 17.5.1) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes may be raised by Assessments as provided in Section 16.6 against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium Property effected by the taking. The Assessments shall be made in proportion to the applicable undivided interests of those Unit Owners after all adjustments to such undivided interests are effected pursuant hereto by reason of the taking.

**17.5.5 Arbitration.** If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Units Owners, including Owners who will not continue after the taking, in proportion to the undivided interests in the Common Elements of such Owners as they exist prior to the adjustments to such undivided interests by reason of the taking.

**17.6 Unused Award for Taking of Common Elements.** In the event the Condominium is not terminated and there is a balance of the award for the taking of Common Elements after payment of all costs for restoration and repair of the Common Elements, the balance of the award for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the undivided interest in which they own the Common Elements after adjustments to the undivided interest effected by reason of the taking. If a mortgage encumbers a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

**18. OCCUPANCY AND USE RESTRICTIONS.** In order to provide for congenial occupancy of the Condominium and Association Property and for the protection of the values of the Units, the Condominium Property shall used and occupied be in accordance with the following provisions:

**18.1 Occupancy and Leasing Restrictions.**

**18.1.1 Number of Occupants.** The number of persons occupying a Unit cannot exceed two (2) persons per bedroom. The term "bedroom" shall not include living rooms, kitchens, dining rooms, dens, family rooms, bathrooms and similar rooms. The Board shall consider and grant variances from this restriction in order to comply with the provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

**18.1.2 Use Restrictions.** Use and occupancy of the Units is restricted to residential uses only. Units shall not be utilized for any commercial purposes or uses (other than ancillary home office use in conformance with applicable law). This restriction shall not be construed in such a manner as to prohibit a Unit Owner from maintaining his or her personal professional library, keeping his personal business or professional records or accounts or handling his or her personal, business or professional telephone calls, written or electronic correspondence in and from his or her Unit. Units shall at all times be used in a manner consistent and in accordance with the terms of this Declaration, applicable law and the requirements of governmental bodies, unless otherwise agreed to in writing by: (a) Developer (in its sole and absolute discretion) during the period Developer controls the Board of Directors, and (b) thereafter, the Board (in its sole and absolute discretion).

**18.1.3 Leasing.** The minimum lease term for a Unit is thirty (30) consecutive days, and no Unit may be leased more than three (3) times per calendar year. Provided that the Owner strictly complies with the provisions of Sections 19.1, 19.2 and 19.3 and other applicable provisions of this Declaration, an Owner (or Owner's agent pursuant to a written agreement with

the Owner) shall have the right to lease his or her Unit without the prior approval of the Association. When a Unit is leased, the Tenant shall have all use rights in Common Elements and Association Property otherwise available for use generally by Owners, and the Owner of the leased Unit shall not have such rights, except as a guest. Nothing herein shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage of the Common Elements and Association Property by an Owner and a Tenant.

18.2 Parking. The Association shall have the right to adopt Rules and Regulations governing parking and storage of vehicles in the Common Elements and Association Property. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations now or hereafter adopted may be towed or booted by the Association at the sole expense of the owner of such vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. Each Unit Owner, Tenant, Guest and Occupant delegates to the Association the authority to tow or boot vehicles, commercial trucks, trailers, campers, boats and personal watercraft parked or stored in violation of the restrictions in this Declaration or in the Rules and Regulations now or hereafter adopted.

18.3 Restrictions on Number of Vehicles on Condominium Property. No Unit shall be permitted to park more than two (2) vehicles on the Condominium Property, one in the Designated Space assigned to the Unit and one in an unassigned parking space. The Association has the right to limit the use of the parking areas and the number of vehicles that any Unit Owner and such Unit Owner's family, guests, invitees and tenants may park at any one time on the Condominium Property and Association Property. The Association has the right, from time to time, to close off portions of the parking area (other than the Designated Spaces and access thereto) for private parties and/or functions.

18.4 Restrictions on Commercial Trucks, Trailers, Vans, Campers and Boats. No commercial vehicles, campers, mobile homes, motor homes, boats, house trailers, boat trailers, all terrain vehicles, or trailers of every other description shall be permitted to be parked or to be stored at any place on the Condominium Property or Association Property, except during the periods of approved construction on the Condominium Property or Association Property provided they comply with this Declaration and the Rules and Regulations. Small pick-up trucks, sports utility vehicles and/or vans of the type commonly used as private passenger vehicles may be parked on the Condominium Property or Association Property, so long as no commercial equipment or lettering or graphics is exposed to view. The term "commercial vehicle" shall include all automobiles, trucks and vehicular equipment, including station wagons, which bear signs or a reference to any commercial undertaking or enterprise. This prohibition on parking shall not apply to trucks and commercial vehicles, such as for pick-up, delivery or repairs to the Association Property and Condominium Property and other commercial services, temporarily parked during business hours in compliance with this Declaration and the Rules and Regulations. Nor shall this prohibition apply to any passenger vehicle, sports utility vehicle or mini-van owned or issued by a local, state or federal government that is assigned to an Owner or Occupant for personal use and has a license tag or other form of identification which identifies the vehicle as a governmental vehicle.

18.5 Motorized or Battery Powered Vehicles. All powered vehicles capable of exceeding five (5) miles per hour are prohibited from use within the Livingston Lakes Community unless they are licensed, registered, and insured. Specifically, no golf carts or other low speed vehicles shall be permitted except for those operated by Developer, the Association or their respective contractors or vendors in connection with the maintenance, repair or security of the Condominium or Livingston Lakes Community. Any motorcycle, moped, or motorized scooter used in the Livingston Lakes Community may only be driven by a licensed driver, and must be registered and insured in accordance with Florida law. Exempted from this restriction are the following: electric personal assistive mobility devices as defined in Section 316.003(83), Florida Statutes; and any other bona-fide "assistive technology devices" as defined in Section 427.802(1), Florida Statutes; and any special mobile equipment as defined under Section 316.003(48), Florida Statutes, provided that such equipment may not be operated in a manner that creates a traffic hazard or poses a threat of harm to the user of such equipment or others.

18.6 Duty to Comply with Condominium Documents. Each Occupant shall comply with the covenants, terms, conditions and restrictions of the Condominium Documents, including this Declaration, the Articles, Bylaws and all Rules and Regulations adopted by the Association from time to time. Each Occupant of a Unit shall provide the Association with a written statement signed by the Occupant(s) acknowledging that they are familiar with the restrictions applicable to the Condominium Property and Association Property and that the Occupant(s) agree to comply with same.

18.7 Developer's Use. Notwithstanding any provision to the contrary, the Developer, its successors and assigns, shall be permitted to use Units which the Developer owns or leases as model apartments, as offices for sales, resales, leasing, management services, construction or for overnight accommodations by its designees.

18.8 Amendment. There shall be no amendment to this Article 18, or to any other provision of this Declaration which shall impair the rights of the Developer without the prior written approval of the Developer.

18.9 No Improper or Unlawful Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or Association Property or any part thereof. Whenever a portion of the Condominium Property or Association Property (i) fails to comply with the requirements of governmental bodies which require maintenance, modification or repair upon Condominium Property or Association Property or (ii) violates laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction over them, then the party obligated to maintain or repair the Association Property or such portion of the Condominium Property under this Declaration shall be responsible, at its sole expense, for complying with such requirements and correcting such violations. Notwithstanding the foregoing and any provisions of the Condominium Documents, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section 18.9.

18.10 Rules and Regulations. The Rules and Regulations may be amended from time to time by the Board of Directors. Copies of the regulations and amendments shall be furnished by the Association to all Unit Owners. No new or amended regulation may be enforced prior to distribution to the Unit Owners. Changes in the Rules and Regulations shall not be required to be recorded in the Public Records of the County.

### 18.11 Pet Restrictions.

18.11.1 No more than two (2) dogs, cats or birds (two being the maximum number of such animals in any combination, but specifically excluding in all events reptiles, pot bellied pigs and other livestock or wildlife) and/or a reasonable quantity of fish shall be permitted to be contained in a Unit, except that pets that are of a known vicious breed such as "Pit Bulls," "Bull Terriers," "Chows," "Rottweilers" or other like breeds are not permitted.

18.11.2 Pets shall not be permitted upon the Common Elements or Association Property except pursuant to Rules and Regulations or as contained in this Declaration.

18.11.3 The Unit Owner shall indemnify the Association and Developer and hold them harmless from and against any loss or liability of any kind or character whatsoever arising from such Unit Owner's having any pet upon the Condominium Property or Association Property. All Unit Owners are required to clean up all pet droppings deposited on the Common Elements or Association Property.

18.11.4 Any complaints filed by residents of damage caused by a pet shall be submitted in writing to the Board, which shall determine the amount of the damage and notify the applicable Unit Owner who owns the pet in writing to make the necessary repair, replacement or removal (as the case may be). If such Unit Owner fails to properly act within fifteen (15) days from the date of such notice, or fails to otherwise reach an agreement in writing with the Board as to the payment for such damage or remedying any other violation within fifteen (15) days from the date of such notice, such Unit Owner shall be required to permanently remove the pet from the Condominium Property. Payment for damages pursuant to this Subsection shall not be in lieu of any right of action which the person sustaining the damage shall be entitled to independently. Any pet complaint filed with the Association, whether or not such complaint involves damage as described above, shall be verified by a designated member of the Board of Directors.

18.11.5 For purposes of Section 18.11 only, the term "Unit Owner" shall be deemed to include any Occupant of the Unit.

18.12 Lanais. No equipment, materials or other items shall be kept, placed or stored on any lanai in or adjacent to any Unit, including, but not limited to, towels, clothing, toys, exercise equipment and bicycles. The foregoing shall not prevent the placement and use of patio-type furniture and planters in such areas if same are normally and customarily used on a residential lanai and are maintained in good condition. Use of barbecue grills shall only be allowed in areas designated as safe and appropriate by the Board of Directors. In accordance with the Florida Fire Prevention Code (Fifth Edition), effective December 31, 2014, no hibachis, grills or other similar devices for cooking, heating or any other purpose, whether gas, propane, charcoal or electric, shall be used, kindled or stored on any lanai, loggia, walkway, stairs or any other Limited Common Element areas, or within 10 feet of any Building or other structure.

18.13 Signs. No Unit Owner shall inscribe, affix, paint or display any sign, advertisement or notice on the Common Elements or Association Property, on any interior space so as to be seen through the windows or doors or upon the windows or doors of the Unit or elsewhere within the Building, and then only in such place, number, size, color, and style as is permitted under this Declaration. No sign of any kind shall be permitted to be placed on any fences, poles, walls or otherwise on the Condominium Property, on the Common Elements,

Association Property, in dedicated areas, or on any vehicles within the Condominium Property or Association Property.

18.14 Nuisances. No person shall engage in any practice, exhibit any behavior, or permit any condition to exist that constitutes a nuisance or will become an unreasonable source of annoyance or disturbance to any Occupant of the Condominium.

18.15 Prohibition of Increases in Insurable Risks and Certain Activities. Nothing shall be done or kept in any Unit or in or on the Common Elements, or any part thereof, which would result in the cancellation of the insurance on all or any part of the Condominium or in an increase in the rate of the insurance on all or any part of the Condominium over what the Association, but for such activity, would pay, without the prior written approval of the Association. Nothing shall be done or kept in any Unit or in or on the Common Elements or Association Property which would violate any statute, rule, ordinance, regulation, permit or other imposed requirement of any governmental body. No damage to or waste of the Common Elements or Association Property shall be committed by any Unit Owner or by any Occupant, guest, invitee, customer, contractor, employee or agent of any Unit Owner, and each Unit Owner shall indemnify and hold the Association and the other Unit Owners harmless against all loss resulting from any such damage or waste caused by such Unit Owner, or by such Unit Owner's Occupants, guests, invitees, customers, contractors, employees or agents. Failure to so indemnify shall be a default by such Unit Owner under this Section, and such amount to be indemnified shall automatically become Special Assessments against such Unit Owner.

18.16 Garbage and Trash Disposal. No garbage, refuse, trash, rubbish or recyclables shall be deposited or disposed of on the Condominium Property or Association Property except as permitted by the Association. All garbage, refuse, trash, rubbish or recyclables to be disposed of shall be deposited in trash receptacles provided by the Association on the Condominium Property. The requirements from time to time of the applicable governmental authority, trash collection company or the Association (which may, but shall not be required to, provide solid waste removal services) for disposal or collection of waste or recyclables shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

18.17 Alterations. Without limiting the generality of Section 10.1 hereof, but subject to Article 11 hereof, no Unit Owner shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant thereto, Common Elements or Association Property, including, but not limited to, installing any electrical wiring, television antenna, machinery, window film, or HVAC Equipment, which in any manner change the appearance of any portion of the Building, without obtaining the prior written consent of the Association (in the manner specified in Section 10.1 hereof).

18.18 Use of Common Elements and Association Property. The Common Elements and Association Property shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.

18.19 Exterior Improvements. Without limiting the generality of Sections 10.1 or 18.13 hereof, but subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors or windows of the Building (including, but not limited to, awnings, signs,



storm shutters, screens, window tinting, furniture, fixtures and equipment) without the prior written consent of the Association.

18.20 Association Access to Units. In order to facilitate access to Units by the Association for the purposes enumerated in the Act and the Condominium Documents, no Owner shall install any lock, locking device, key, entry card or any other device on the entry door of his or her Unit unless the Unit Owner has the prior written consent of the Association and the Association and has delivered a new set of keys, card or entry code, as applicable, for such Unit to the Association.

18.21 Hurricane Shutters. The Board of Directors shall, from time to time, establish hurricane shutter specifications which comply with the applicable building code and establish permitted colors, styles and materials for installation of hurricane shutters for lanais only. Subject to the provisions of Section 10.1 above, the Association shall approve the installation or replacement of hurricane shutters only for lanais and only those conforming to the Board's specifications. No hurricane shutters shall be permitted on any window or glass door fabricated with impact resistant glass and conforming to the applicable building code requirements for hurricane protection. A Unit Owner or Tenant who plans to be absent during all or any portion of the hurricane season must prepare his or her Unit prior to departure by designating a responsible firm or individual to care for his or her Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

18.22 Relief by Association. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Article 18 for good cause shown.

18.23 Effect on Developer. The restrictions and limitations set forth in this Article 18 (except for those set forth in Section 18.2) shall not apply to the Developer or to Units owned by the Developer.

19. **SELLING, LEASING AND MORTGAGING OF UNITS.** No Unit Owner other than the Developer may sell, give or otherwise transfer ownership of a Unit and no Unit Owner may lease a Unit unless he or she complies with the following provisions:

19.1 Association Notice Required. Except for sales or leases by or to the Developer, no Unit Owner may sell, lease, give or otherwise transfer ownership of a Unit or any interest therein in any manner without prior written notice to the Association. Not later than fifteen (15) days before the transfer of ownership occurs, or seven (7) days before the first day of occupancy under an Occupancy Agreement, the Unit Owner gives the Association written notice of its intention to sell, lease or transfer his or her interest in any fashion. The notice shall include the name and address of the seller or landlord, the name and address of the purchaser or tenant, the nature of the transaction, and the number of the Unit being sold, transferred or leased. Each new Unit Owner receiving a conveyance from any party except the Developer shall notify the Association promptly after becoming a new Owner by delivering a copy of the deed to the Unit to the Association.

19.2 Association Certificate Required. Except for sales by or to the Developer, no Unit Owner may sell, lease, give or otherwise transfer ownership of a Unit or any interest therein

in any manner, unless all sums due the Association are paid in full and an estoppel certificate in recordable form to such effect shall have been received by the Unit Owner. If all such sums have been paid, the Association shall deliver such certificate within ten (10) business days following a written request therefor. The Unit Owner requesting the certificate may be required by the Association to pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate. A Unit Owner shall be obligated to deliver the Condominium Documents to any grantee of such Owner.

19.3 Occupancy Agreements. All Occupancy Agreements (including without limitation all leases) must provide, and if they do not, shall be deemed to provide the agreement of the Occupant(s) to abide by all of the Condominium Documents as promulgated and amended from time to time. A violation of any of the terms of any of the foregoing documents shall constitute a material breach of the Occupancy Agreement and shall constitute grounds for damages, termination and eviction. Every Occupancy Agreement shall be in writing and shall provide (and if not expressly in the written Occupancy Agreement, if any, shall be deemed to provide) that the Association shall have the right (i) to terminate the Occupancy Agreement in the event any Occupant fails to observe any of the provisions of the Condominium Documents, and (ii) to collect all rental payments due to the Unit Owner and apply same against unpaid Assessments if, and to the extent that, the Unit Owner is in default in the payment of Assessments. Regardless of whether or not expressed in the applicable Occupancy Agreement, if any, a Unit Owner shall be jointly and severally liable to the Association for the acts and omissions of his or her Occupant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration and all Rules and Regulations. If such costs and fees are not immediately paid by the Occupant(s), the Unit Owner shall pay them and such funds shall be a Charge. All Occupancy Agreements are hereby made subordinate to any lien filed by the Association, whether prior or subsequent to such Occupancy Agreement.

19.4 Unapproved Transactions. Any purported sale of a Unit in violation of this Article 18 shall be voidable at any time at the election of the Association and if the Board of Directors shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Association to institute legal proceedings to void the conveyance. Said Unit Owner shall reimburse the Association for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

19.5 Financing of Purchase of Units by the Association. The purchase of any Unit by the Association shall be made on behalf of all Unit Owners. If the available funds of the Association are insufficient to effectuate any such purchase, the Board of Directors may levy Assessments against each Unit Owner in proportion to its share of the Condominium Common Expenses and Association Expenses, and/or the Board of Directors may, in its discretion, finance the acquisition of such Unit; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Condominium Property other than the Unit to be purchased.

#### 19.6 Exceptions.

19.6.1 The provisions of Sections 19.1, 19.2, 19.3 and 19.4 shall not apply with respect to any Occupancy Agreement, sale or conveyance of any Unit by (i) the Association, or (ii) an Institutional First Mortgagee (or its designee) acquiring title by virtue of foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure of its mortgage or in satisfaction of debt;

provided, however, that each succeeding Unit Owner shall be bound by, and its Unit subject to, the provisions of Article 19.

19.6.2 The provisions of Sections 19.1 and 19.2 shall not apply with respect to any sale or conveyance of any Unit by the Developer.

19.7 Mortgage of Units. Each Unit Owner shall have the right to mortgage his or her Unit without restriction.

20. **COMPLIANCE AND DEFAULT.** The Association, each Unit Owner, each Occupant of a Unit, guest, invitee, contractor, employee or agent of a Unit Owner shall be governed by and shall comply with the terms of this Declaration, the Articles, Bylaws, Rules and Regulations and other Condominium Documents, and the provisions of all of such documents shall be deemed incorporated into any Occupancy Agreement of a Unit whether or not expressly stated in such Occupancy Agreement. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his or her negligence or by that of any Occupants, guests, invitees, contractors, employees or agents, to the extent such expense is not met by the proceeds of insurance actually collected by the Association in connection with such negligence. In the event a Unit Owner or Occupant fails to maintain a Unit or cause such Unit to be maintained, or a Unit Owner, Occupant, guest, invitee, contractor, employee or agent fails to observe and perform all of the provisions of the Declaration, the Bylaws, the Articles, Rules and Regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, then the Association shall have the right to proceed in equity to require performance and/or compliance, to impose any applicable fines, to sue at law for damages, and to charge the Unit Owner for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance; provided, however, that nothing contained in this Article 20 shall authorize the Association to enter a Unit to enforce compliance. In any proceeding arising because of an alleged failure of a Unit Owner, Occupant, guest, invitee, contractor, employee or agent or the Association to comply with the requirements of the Act, this Declaration, the Bylaws, the Articles or the Rules and Regulations, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees (including appellate attorneys' fees). A Unit Owner prevailing in an action with the Association, in addition to recovering its reasonable attorneys' fees, may recover additional amounts as determined by the court to be necessary to reimburse the Unit Owner for its share of Assessments levied by the Association to fund its expenses of the litigation.

## 21. **TERMINATION OF CONDOMINIUM.**

21.1 Approval of Termination. The Condominium shall continue until terminated as more particularly provided in this Declaration. The termination of the Condominium must be evidenced by a Plan of Termination executed by the Termination Trustee and Unit Owners holding (i) at least sixty (60%) percent of the total Voting Interests of the Class Members in the Class composed of the Unit Owners in the case of termination in connection with a casualty loss or condemnation, as more particularly provided in this Declaration, or (ii) at least seventy (70%) percent of the total Voting Interests of the Class Members in the Class composed of the Unit Owners in all other instances of termination. A Unit Owner shall evidence assent to the Plan of Termination by executing the Plan of Termination or a consent to or joinder in the Plan in the manner of a deed. A Plan of Termination together with the consents or joinders of Unit Owners must be recorded in the Public Records of the County. The effective date of the Plan of

Termination shall be the date it is recorded in the Public Records or such later date as is specified in the Plan of Termination. In an unconditional Plan of Termination, the effective date of termination shall be the date the Plan of Termination is recorded in the Public Records or such later date as is specified in the Plan of Termination. In a conditional Plan of Termination, the effective date of termination shall be as set forth in Subsection 21.4.2.

21.2 Effect of Termination on Association and Association Property. Unless the Association adopts an Association Disposition Plan, the termination of the Condominium shall not change the corporate status or role of the Association. Neither approval of the Plan of Termination nor termination of the Condominium shall terminate the Association, which shall continue to exist to operate the other Livingston Lakes Condominiums, to carry out the Plan of Termination, to conclude the affairs of the Condominium and to perform all of its duties and obligations at law and under the Livingston Lakes Condominium Declarations.

21.3 Provisions in Plan of Termination. The Plan of Termination shall specify at a minimum the following matters:

21.3.1 The name, address and powers of the Termination Trustee, which may be the Association.

21.3.2 A date after which the Plan of Termination is void if it has not been recorded.

21.3.3 The interests of the respective Unit Owners in any proceeds from the sale of the Condominium Property which shall be the same as the undivided interests of the Unit Owners in the Common Elements as set forth in this Declaration. If, pursuant to the Plan of Termination, Condominium Property or other assets of the Condominium are to be sold following the effective date of termination, the Plan must provide for the sale and may establish any minimum sale terms.

21.3.4 Any interests of the respective Unit Owners in insurance proceeds or condemnation proceeds relating to the Condominium Property that are not used by the Association for repair or reconstruction as of the effective date of termination. Unless this Declaration expressly apportions the insurance proceeds or condemnation proceeds otherwise, the Plan of Termination shall apportion those proceeds pursuant to the respective interests of the Unit Owners in the Common Elements as set forth in this Declaration.

#### 21.4 Plan of Termination; Optional Provisions; Conditional Termination.

21.4.1 Unless the Plan of Termination expressly authorizes a Unit Owner, Occupant, licensee, invitee or other person to retain the exclusive right to possess that portion of the real estate that formerly constituted the Unit after termination or to use the Common Elements of the Condominium after termination, then all such rights in the Unit or Common Elements shall automatically terminate on the effective date of termination. Unless the Plan of Termination expressly provides otherwise, all leases, Occupancy Agreements, subleases, licenses or other agreements for the use or occupancy of any Unit or Common Elements at the Condominium shall automatically terminate on the effective date of termination. In the event the Plan of Termination expressly authorizes a Unit Owner, Occupant, licensee, invitee or other person to retain exclusive right to possess or use that portion of the real estate that formerly constituted the Unit or the Common Elements of the Condominium after

termination, then the Plan must specify the terms and conditions of possession or use. All Unit Owners and Occupants of a Unit shall indemnify and hold harmless the Association, Termination Trustee and other Livingston Lakes Unit Owners from and against all claims, damages, losses, expenses and causes of action, including but not limited to attorney's fees and costs, arising out of or resulting from their failure to comply with the provisions of this Subsection 21.4.1.

21.4.2 In a conditional termination, the Plan must specify the conditions for termination. In a conditional Plan, the termination does not become effective and title to the Condominium Property does not vest in the Termination Trustee until both the Plan of Termination (if not previously recorded) and a certificate of termination have been recorded in the Public Records of the County. The certificate of termination must be executed by the Association with the formalities of a deed, confirming that the conditions in the conditional Plan have been satisfied or waived by the requisite percentage of the Voting Interests of the Class Members in the Class composed of the Unit Owners.

21.5 Mortgage and Other Lien Holders. Notwithstanding any provision to the contrary in this Declaration, the Act in effect as of the effective date of the Plan of Termination or any other predecessor or successor Act applicable to the Condominium, approval of the Plan of Termination by the holder of a recorded mortgage or other lien encumbering a Unit is not required. If the Plan will result in less than the full satisfaction of the mortgage or other lien encumbering a Unit, then the sole remedy of any such holder of a mortgage or other lien against the Association, Termination Trustee, other Unit Owners, the Condominium Property, or Common Surplus-Condominium shall be to contest the Plan as provided in Section 21.12; provided, however, that any claim by the holder of a mortgage or other lien shall be limited to the proportionate share of the termination proceeds allocated to such Unit in the Plan or as subsequently modified by a court. On the effective date of termination, the lien of any such mortgage or other lien shall be automatically transferred to the proportionate share of the termination proceeds allocated to such Unit in the Plan or as subsequently modified by a court.

#### 21.6 Reports and Replacement of Termination Trustee.

21.6.1 The Association, receiver, or Termination Trustee shall prepare reports each quarter following the effective date of the Plan of Termination setting forth the status and progress of the termination, costs and fees incurred, the date the termination is expected to be completed, and the current financial condition of the Association, receivership, or trusteeship and provide copies of the report by regular mail to the Unit Owners and lienors at the mailing address provided to the Association by the Unit Owners and lienors. The obligation to prepare and deliver reports shall cease 180 days after the effective date of termination.

21.6.2 The Unit Owners of a Condominium in termination may recall or remove the Director elected by the Class with or without cause at any time as provided in Section 718.112(2)(j), Florida Statutes (2014).

21.7 Allocation of Termination Proceeds. As used in this Declaration, the term "termination proceeds" shall consist of all of the following: the proceeds of sale of the Condominium Property; the Common Surplus-Condominium; all insurance proceeds or condemnation proceeds relating to the Condominium Property that are not used by the Association for repair or reconstruction of the Condominium Property as of the effective date of termination; any unsold Condominium Property; all proceeds of the foregoing and all other

earnings, profits, avails and proceeds realized from the Plan of Termination. The Plan of Termination shall allocate the termination proceeds according to Subsection 21.13.3, and the termination proceeds payable to the Units shall be allocated based upon the respective interests of the Unit Owners in the Common Elements as specified in this Declaration. Mortgages and other liens that encumber a Unit shall automatically be transferred to the termination proceeds attributable to such Unit in their same priority. The proceeds of sale of the Condominium Property pursuant to a Plan of Termination shall not be deemed to be Common Surplus-Association or Association Property.

21.8 Termination Trustee. The Association shall serve as Termination Trustee unless another person is appointed in the Plan of Termination. If the Association is unable, unwilling, or fails to act as trustee, any Unit Owner may petition the court to appoint a Termination Trustee. Unless prohibited by the Plan, the Termination Trustee shall be vested with the powers given to the Board of Directors pursuant to this Declaration, the Articles and Bylaws, including without limitation, those in Section 21.9 of this Declaration. If the Association is not the Termination Trustee, the trustee's powers shall be coextensive with those of the Association to the extent not prohibited in the Plan of Termination or the order of appointment.

21.9 Title Vested in Termination Trustee; Trustee's Powers and Duties. Title to the Condominium Property and all of the rights and title of Unit Owners as tenants in common in the Condominium Property shall automatically vest in the Termination Trustee on the effective date of termination. The Termination Trustee shall hold legal title to the Condominium Property, as a trustee for the benefit of the former Unit Owners and their successors, assigns, heirs, devisees, mortgagees and other lien holders, as their interests shall appear, with full power and authority to deal with, to protect, conserve, sell, manage, encumber and otherwise dispose of all real and personal property which was formerly the Condominium Property, or interest therein or any part thereof. From and after the effective date of termination, the interest of the Unit Owners shall be solely that of beneficiaries in the termination proceeds. Their beneficial interests shall be personal property, and the beneficiaries shall not have any title or interest, legal or equitable, in or to the Condominium Property but only an interest in the termination proceeds therefrom as set forth in the Plan. If the former Unit Owners approve a sale of the Condominium Property, the Termination Trustee shall have the power and authority to convey title to the purchaser(s), and to distribute the proceeds in accordance with the provisions of this Article. The Termination Trustee may charge a reasonable fee for acting in such capacity, and such fee, as well as all costs and expenses incurred by the Termination Trustee in the performance of its duties, shall be paid by the Association or taken from the proceeds of the sale of the former Condominium Property, and shall constitute a lien on the Condominium Property superior to any other lien. The Termination Trustee shall be entitled to indemnification by the Association and Unit Owners from any and all liabilities and costs incurred by virtue of acting as Termination Trustee unless such liabilities are the result of gross negligence or willful misconduct.

#### 21.10 Notices.

21.10.1 Within thirty (30) days after the effective date of a Plan of Termination, the Termination Trustee shall deliver notice to all Unit Owners, lienors of the Condominium Property, and lienors (including without limitation mortgage lien holders) of all Units that a Plan of Termination has been recorded as required by Section 21.1 in the manner set forth in Subsection 21.10.3.

21.10.2 Not less than thirty (30) days before the first distribution of termination proceeds, the Termination Trustee shall deliver a notice of the estimated distribution to all Unit Owners, lienors of the Condominium Property, and lienors (including without limitation mortgage lien holders) of each Unit as required by Subsection 21.13.2 in the manner set forth in Subsection 21.10.3.

21.10.3 The notices required by Subsections 21.13.1 and 21.13.2 shall be given by personal delivery, certified mail return receipt requested, registered mail return receipt requested or a nationally-recognized overnight courier service, as follows:

21.10.3.1 When the ownership of a Unit reflected in the Association's official records is the same as that in the Association's owner's title insurance policy or title commitment for an owner's policy for the Condominium Property, the Termination Trustee shall be obligated to give written notice to the Unit Owner at the last known address identified in the Association's official records.

21.10.3.2 In the event that the Association's title insurance owner's policy or title commitment for an owner's policy indicates that a person or entity other than the Unit Owner identified in the Association's official records is the owner or may claim an ownership interest in any Unit or termination proceeds, then the Termination Trustee shall be obligated to give written notice to the Unit Owner reflected in the Association's official records and to the person or entity identified in the Association's title insurance owner's policy or title commitment as the Unit Owner or one who may claim an ownership interest in any Unit or termination proceeds at the address listed in the recorded instrument creating such claim.

21.10.3.3 The Termination Trustee shall be obligated to give written notice to mortgagees and other lienors at the address listed in the recorded instrument (or recorded assignment thereof).

## 21.11 General Matters Relating to Notices.

21.11.1 The inability of the United States Postal Service or other delivery or courier service to obtain a signed receipt from the recipient or the refusal by the recipient to provide a signed receipt or the failure of the addressee to pick up the notice will not affect the validity of the notice. The Termination Trustee shall provide as proof of mailing or delivery an affidavit to which is attached a list of the names and addresses of the persons and entities to which the notice was sent and the date the notice was sent.

21.11.2 The Termination Trustee shall comply with any additional notice or title requirements imposed by the title insurer in the event that the Association's title commitment for an owner's policy discloses that there are persons other than the Unit Owner listed in the Association's official records who holds title to or may claim any ownership interest in the Unit or the termination proceeds.

21.11.3 The Termination Trustee, within ninety (90) days after the effective date of a Plan of Termination, shall provide to the Division of Condominiums, Timeshares and Mobile Homes of the Florida Department of Business and Professional Regulation, a certified copy of the recorded Plan, the date the Plan was recorded, and the County, book, and page number of the Public Records in which the Plan is recorded.

**21.12 Right to Contest.** Within thirty (30) days after the effective date of a Plan of Termination, the Termination Trustee shall deliver notice to all Unit Owners, lienors of the Condominium Property, and lienors of all Units (including without limitation mortgage lien holders) stating (i) that the Plan of Termination has been recorded, (ii) the book and page number of the Public Records in which the Plan was recorded, (iii) that a copy of the Plan shall be furnished upon written request, and (iv) that the Unit Owner or lienor has the right to contest the apportionment of the proceeds from the sale of the Condominium Property among the Unit Owners in the Plan as not being fair and reasonable. The notice shall be given in the manner and to the recipients at the addresses required by Subsection 21.10.3. A Unit Owner or lienor may contest a Plan of Termination by initiating a summary procedure pursuant to Section 51.011, Florida Statutes, within ninety (90) days after the effective date of the Plan of Termination. A Unit Owner or lienor who does not contest the Plan within the 90-day period is barred from asserting or prosecuting a claim against the Association, the Termination Trustee, any Unit Owner, or any successor in interest to the Condominium Property. In an action contesting a Plan of Termination, the person contesting the Plan has the burden of pleading and proving that the apportionment of the proceeds from the sale of the Condominium Property among the Unit Owners was not fair and reasonable. The apportionment of the sale proceeds is presumed fair and reasonable if the sale proceeds are allocated among all Unit Owners in proportion to their respective interests in the Common Elements. In such action, the Termination Trustee and prevailing party shall recover reasonable attorney's fees and costs. Time is of the essence as to all rights and obligations in this Section 21.12.

**21.13 Distribution.**

**21.13.1** Following the effective date of termination of the Condominium, the termination proceeds shall be held by the Termination Trustee, as trustee for Unit Owners and holders of liens on the Units, in their order of priority.

**21.13.2** The Termination Trustee shall distribute the termination proceeds in one or more installments. Not less than thirty (30) days before the first distribution of termination proceeds, the Termination Trustee shall prepare and deliver a notice of the estimated termination distribution which shall include (i) a good faith estimate of the termination proceeds that each Owner, lienor of the Condominium Property, and lienor of each Unit (including without limitation mortgage lien holders) shall be entitled to receive from the initial distribution of termination proceeds based on the priority and the allocations set forth in Subsection 21.13.3 of this Declaration and (ii) the procedures and deadline for notifying the Termination Trustee of any objections to the amount. The deadline must be at least fifteen (15) days after the date the notice was mailed. The notice shall be provided to all Unit Owners, lienors of the Condominium Property, and lienors of each Unit in the manner set forth in Subsection 21.10.3 of the Declaration. The notice may be sent with or after the notice required by Subsection 21.10.1. If a Unit Owner or lienor files a timely objection with the Termination Trustee, the trustee need not distribute the termination proceeds allocated to the respective Unit Owner or lienor until the Trustee has had a reasonable time to determine the validity of the adverse claim. In the alternative, the Termination Trustee may interplead the Unit Owner, lienor, and any other person claiming an interest in the Unit and deposit the termination proceeds allocated to the Unit, as applicable, in the court registry, at which time the former Condominium Property, the Common Surplus-Condominium, insurance proceeds or condemnation proceeds relating to the Condominium Property that are not used by the Association for repair or reconstruction as of the effective date of termination, all proceeds of the foregoing and all other earnings, avails and proceeds realized from the Plan of Termination shall be free and clear of all



claims and liens of the parties to the suit. In an interpleader action, the Termination Trustee and prevailing party may recover reasonable attorney's fees and costs.

21.13.3 The termination proceeds shall be distributed in the following priority:

21.13.3.1 To pay reasonable Termination Trustee's fees and costs and accounting fees and costs.

21.13.3.2 To pay holders of liens recorded against the land or Improvements prior to the recording of this Declaration.

21.13.3.3 To pay holders of liens of the Association relating to the Condominium Property which have been consented to under Section 718.121(1), Florida Statutes (2014), or any comparable provision of any successor or predecessor Act in effect when the lien was approved.

21.13.3.4 To pay the Condominium's share of the indebtedness of the Association held by its creditors, as their interests appear.

21.13.3.5 To pay holders of purchase money liens on Units, to the extent necessary to satisfy their liens, provided, however, the distribution shall not exceed the respective share of the proceeds of any sale of Condominium Property based upon the interest in the Common Elements allocated to their respective Unit in this Declaration.

21.13.3.6 To pay Unit Owners their respective share of the proceeds of any sale of Condominium Property based upon the interest in the Common Elements allocated to their respective Unit in this Declaration, subject to satisfaction of the liens on each Unit in their order of priority, unless objected to by the Unit Owner or lienor of such Unit as provided in Section 21.12.

21.13.3.7 To Unit Owners, their respective share of the remaining Condominium Property based upon the interest in the Common Elements allocated to their respective Unit in this Declaration, subject to satisfaction of liens on each Unit in their order of priority, unless objected to by the Unit Owner or lienor of such Unit as provided in Paragraph 21.13.3.7.

21.13.3.8 After determining that all known debts and liabilities of the Condominium in the process of termination have been paid or adequately provided for, the Termination Trustee shall distribute the remaining termination proceeds as provided in Paragraph 21.13.3.7. If the termination is by court proceeding or subject to court supervision, the distribution may not be made until any period for the presentation of claims ordered by the court has elapsed.

Distributions may be made in money, property, or securities and in installments or as a lump sum, if it can be done fairly and ratably and in conformity with the Plan of Termination. Distribution shall be made as soon as is reasonably consistent with the beneficial liquidation of the assets.

21.14 Termination Trustee's Right of Setoff. The Termination Trustee shall have the right to setoff against and reduce the share of the termination proceeds allocated to a Unit by any or all of the following amounts:

21.14.1 All unpaid Assessments, taxes, late fees, interest, attorneys' fees and costs, fines, Charges and all other amounts due and owing the Association associated with the Unit, Unit Owner, its Occupants, licensees, invitees or others.

21.14.2 All costs (including attorneys' fees and costs) of clearing title to the Owner's Unit, including without limitation, locating lienors, obtaining principal and interest estoppel statements from such lienors and paying all mortgages and other liens, judgments and encumbrances and filing suit to quiet title or remove title defects.

21.14.3 All costs (including attorneys' fees and costs) of removing the Unit Owner, Owner's family members, tenants, Occupants, licensees, invitees or others from the Unit in the event a Unit Owner, or Owner's family members, tenants, Occupants, licensees, invitees or others fail to vacate a Unit on or before the effective date of termination and all costs (including attorneys' fees and costs) arising from or related to such other breach of the Plan.

21.14.4 All costs (including attorneys' fees and costs) arising out of or related to removal and storage of all personal property remaining in a Unit such that the Unit can be delivered vacant and clear of the Unit Owner, Owner's family members, tenants, Occupants, licensees, invitees or others on or before the effective date of termination.

21.14.5 All costs (including attorneys' fees and costs) arising out of or related to the appointment and activities of a receiver or attorney ad litem acting for such Owner in the event that a Unit Owner cannot be located or refuses to vacate a Unit in a timely manner.

21.15 Exemption. A Plan of Termination is not an amendment subject to Section 718.110(4), Florida Statutes (2014), or a comparable provision in any successor or predecessor Act applicable to the Condominium.

21.16 Reliance. The Termination Trustee may rely upon the written instructions and information provided to it by the officers, directors and agents of the Association, and shall not be required to inquire beyond such information and instructions.

21.17 Sale. If the Plan of Termination has not provided for a sale of the Condominium Property following or in connection with a termination and Unit Owners holding not less than sixty percent (60%) of the Voting Interests of the Class Members present in person or by proxy at a duly called meeting of the Class composed of the Unit Owners agree to accept an offer for the sale of the Condominium Property, the Board of Directors shall notify the Termination Trustee, and the Termination Trustee shall complete the transaction. If the Unit Owners have not authorized a sale of the former Condominium Property within one (1) year after the recording of the Plan of Termination, the Termination Trustee may proceed to sell the Condominium Property without agreement by the former Unit Owners. The net proceeds of the sale of any of the Condominium or assets of the Condominium shall be distributed by the Termination Trustee to the beneficial owners thereof, as their interests shall appear, provided, however, that no payment shall be made to a former Unit Owner until there has first been paid off out of his or her share of such net proceeds all liens on its beneficial interest in the order of their priority.

21.18 Association Disposition Plan. The Association shall not be required to sell, dispose of or distribute the Association Property or other Association assets in connection with the Plan of Termination unless (i) the Association adopts a plan ("Association Disposition Plan") governing the sale, disposition or distribution of the Association Property and other assets of the Association and winding down of the Association with the approval of at least sixty (60%) percent of the Voting Interests in each Class of Livingston Lakes Condominiums present in person or by proxy at a duly called meeting of each Class, and (ii) the Association Disposition Plan is adopted in connection with plans of termination for all of the Livingston Lakes Condominiums. None of the following amounts shall be payable to the Unit Owners in connection with the termination of the Condominium or included in the Plan of Termination as termination proceeds of the Condominium but rather shall be distributed pursuant to the Association Disposition Plan, if any: proceeds of sale of the Association Property; insurance proceeds from a casualty loss to the Association Property; proceeds of a condemnation of some or all of the Association Property; all proceeds of the foregoing and all other earnings, profits, avails and proceeds realized from the Association Property. The Association Disposition Plan shall specify at a minimum the following matters:

21.18.1 The interest of the Livingston Lakes Unit Owners in the Association Property, Common Surplus-Association, and other assets of the Association which shall be the same as their respective share of the Association Expenses.

21.18.2 If applicable, the interest of the Livingston Lakes Unit Owners in any insurance proceeds from the Association Property or condemnation proceeds from the taking of Association Property which are not used for repair or reconstruction which shall be the same as their respective share of the Association Expenses.

21.18.3 The interests of the respective Unit Owners in any proceeds from the sale of the Association Property which shall be the same as their respective share of the Association Expenses. If, pursuant to the Association Disposition Plan, the Association Property is to be sold following the effective date of termination, such plan shall provide for the sale and may establish any minimum sale terms.

21.19 Distributions under Association Disposition Plan. The proceeds of the Association Disposition Plan shall be distributed in the following priority:

21.19.1 To pay reasonable Association's fees and costs and accounting fees and costs.

21.19.2 To pay holders of liens recorded against the Association Property.

21.19.3 To pay indebtedness held by creditors of the Association, as their interests appear, which indebtedness is not allocated to or attributed solely to one of the Livingston Lakes Condominiums.

21.19.4 To Unit Owners, their respective share of the proceeds of any sale of Association Property, the remaining Association Property, Common Surplus-Association, and other assets and property of the Association, based upon the Unit's respective share of the Association Expenses, subject to satisfaction of liens on each Unit in their order of priority.

21.19.5 After determining that all known debts and liabilities of the Association in the process of liquidation have been paid or adequately provided for, the Association shall distribute the remaining proceeds of the Association Disposition Plan as provided in Subsection 21.18. If the liquidation or disposition is by court proceeding or subject to court supervision, the distribution may not be made until any period for the presentation of claims ordered by the court has elapsed.

Distributions may be made in money, property, or securities and in installments or as a lump sum, if it can be done fairly and ratably and in conformity with the Association Disposition Plan. Distribution shall be made as soon as is reasonably consistent with the beneficial liquidation of the Association assets.

Assets held by the Association upon a valid condition requiring return, transfer, or conveyance, which condition has occurred or will occur, shall be returned, transferred, or conveyed in accordance with the condition.

21.20 Powers in Connection with Liquidation. Notwithstanding any provision to the contrary in this Declaration, the Articles or Bylaws, after the effective date of the Association Disposition Plan, the Board of Directors shall:

21.20.1 Employ directors, agents, attorneys and other professionals to liquidate or conclude the Association's affairs according to the Association Disposition Plan.

21.20.2 Conduct the affairs of the Association (and Termination Trustee, in the event the Association is acting as Termination Trustee under any Plan of Termination) as necessary for the liquidation or termination.

21.20.3 Carry out contracts and collect, pay, and settle debts and claims for and against the Association.

21.20.4 Defend suits brought against the Association.

21.20.5 Sue in the name of the Association for all sums due or owed to the Association or to recover any of its property.

21.20.6 Perform any act necessary to maintain, repair, or demolish unsafe or uninhabitable improvements or other Association Property in compliance with applicable codes.

21.20.7 Sell at public or private sale or exchange, convey, or otherwise dispose of assets of the Association for an amount deemed to be in the best interests of the Association, and execute bills of sale and deeds of conveyance in the name of the Association.

21.20.8 Collect and receive rents, profits, accounts receivable, income, Assessments, property taxes, insurance proceeds or condemnation proceeds for the Association.

21.20.9 Contract and do anything in the name of the Association which is proper or convenient to terminate the affairs of the Association.

21.21 New Condominium. The termination of the Condominium shall not bar creation of another Condominium including all or any portion of the Condominium Property or Association Property.

21.22 Provisions Survive Termination. The provisions of this Article 21 are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles, and shall have the power to levy Assessments to pay the costs and expenses of the Termination Trustee and of maintaining the Association Property and the Condominium Property until it is sold. The costs of termination, the fees and expenses of the Termination Trustee, as well as post-termination costs of maintaining the former Condominium Property, are Condominium Common Expenses, the payment of which shall be secured by a lien on the beneficial interest owned by each former Unit Owner, which to the maximum extent permitted by law, shall be superior to, and take priority over, all other liens.

21.23 Amendment to Article 21. This Article may not be amended without the consent of the Developer as long as it owns any Unit.

22. **DEVELOPER'S GUARANTEE OF ASSESSMENTS**. Developer guarantees, pursuant to Section 718.116(9)(a)2., Florida Statutes, that the Assessments for Condominium Common Expenses and Association Expenses imposed upon the Unit Owners will not collectively increase over the following dollar amounts for the Units during the applicable guarantee period. The Developer shall pay the Condominium Common Expenses incurred during the below period(s) not produced by the Annual Assessments for Condominium Common Expenses at the guaranteed level receivable from Unit Owners other than the Developer for the applicable guarantee period. The Developer shall also pay the Association Expenses of the Condominium incurred during the below period(s) not produced by the Annual Assessments for Association Expenses at the guaranteed level receivable from Unit Owners other than the Developer for the applicable guarantee period.

Effective if some but not all of the Phases are submitted to the Condominium						
Period	Monthly if Reserves Are Waived	Monthly with Reserves	Quarterly if Reserves Are Waived	Quarterly with Reserves	Annually if Reserves Are Waived	Annually with Reserves
Recordation of the Declaration - December 31, 2016	\$ 310.37	\$ 345.96	\$ 931.10	\$ 1,037.88	\$ 3,724.39	\$ 4,151.53
January 1, 2017 – December 31, 2017	\$ 361.91	\$ 397.51	\$ 1,085.74	\$ 1,192.53	\$ 4,342.97	\$ 4,770.11

Effective if all Phases are submitted to the Condominium						
Period	Monthly if Reserves Are Waived	Monthly with Reserves	Quarterly if Reserves Are Waived	Quarterly with Reserves	Annually if Reserves Are Waived	Annually with Reserves
Recordation of the Declaration - December 31, 2016	\$ 305.95	\$ 341.55	\$ 917.86	\$ 1,024.64	\$ 3,671.43	\$ 4,098.57

January 1, 2017 – December 31, 2017	\$ 356.84	\$ 392.44	\$ 1,070.53	\$ 1,177.32	\$ 4,282.12	\$ 4,709.26
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Commencing on January 1, 2018, and continuing thereafter, Developer shall have the option to extend the guarantee of Assessments for additional periods of one (1) month each. Notwithstanding any provision to the contrary, the guarantee of Assessments shall automatically terminate on the earlier of (i) the date of the meeting of the Members at which the Developer transfers control of the Association to the Members other than Developer, or (ii) the date on which Developer has conveyed all Units to third party Unit Owners, none of whom are the recipient of an assignment of some or all of Developer's rights hereunder. In exchange for this guarantee, Developer shall be excused from the payment of the Assessments for all Units it owns.

Notwithstanding the foregoing, as provided in Section 718.116(9)(a)(2), Florida Statutes, if, prior to date of the meeting of Members at which the Developer transfers control of the Association to the Members other than Developer, the Association has maintained all insurance required under Section 718.111(11)(a), Florida Statutes, any Condominium Common Expenses or Association Expenses that are (i) incurred by the Association during the term of this guarantee as a result of a natural disaster or an act of God occurring during the term and (ii) not covered by the proceeds from the Association's insurance shall not be included in the Developer's Assessment guarantee (and the determination of the shortfall due from the Developer), but may be assessed against all of the Unit Owners (including the Developer) based upon their respective shares of the Condominium Common Expenses or Association Expenses, as applicable.

## 23. **ADDITIONAL RIGHTS OF MORTGAGEES AND OTHERS.**

23.1 Availability of Association Documents. The Association shall have current and updated copies of the following available for inspection by Institutional First Mortgagees during normal business hours or under other reasonable circumstances as determined by the Board: (a) this Declaration; (b) the Articles; (c) the Bylaws; (d) the Rules and Regulations of the Association and of the Condominium Property; and (e) the books, records and financial statements of the Association.

23.2 Notices. Any Qualified Mortgagee shall have, if first requested in writing, the right to timely written notice of:

23.2.1 any condemnation or casualty loss affecting a material portion of the Condominium Property, Association Property and/or the affected mortgaged Unit;

23.2.2 any delinquency in the payment of the Assessments on a mortgaged Unit in excess of sixty (60) days;

23.2.3 the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

23.2.4 any proposed action which requires the consent of a specified percentage of Qualified Mortgagees;

23.2.5 any judgment rendered against the Association which is not covered by the proceeds of insurance.

23.3 **Additional Rights.** Each Qualified Mortgagee shall have the right, upon written request to the Association, to: (a) receive a copy of the annual financial statement of the Association for the immediately preceding fiscal year if such statements were prepared; and (b) receive notices of and attend Association meetings.

24. **COVENANT RUNNING WITH THE LAND.** All provisions of this Declaration, the Articles, Bylaws and Rules and Regulations, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Condominium Property and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent Owner(s) of the Condominium Property or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners and Occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the Articles, Bylaws and Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into occupancy of any Unit, shall constitute and adoption and ratification of the provisions of this Declaration, the Articles, Bylaws and Rules and Regulations, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

25. **MASTER DRAINAGE SYSTEM.** The Master Drainage System shall be maintained continuously in good condition by the Association. In the event the Association is dissolved, the Master Drainage System shall be transferred to and maintained by one of the following entities: (i) a local government unit, including a county, municipality, Municipal Service Taxing Units, or special taxing units; (ii) an active water control districts created pursuant to Chapter 298, Florida Statutes, drainage districts created by special act, special districts defined in Chapter 189, Florida Statutes, Community Development Districts created pursuant to Chapter 190, Florida Statutes, Special Assessment Districts created pursuant to Chapter 170, Florida Statutes, or water management districts created pursuant to Chapter 373, Florida Statutes; (iii) state or federal agency; (iv) a duly constituted communication, water, sewer, stormwater, electrical, or other public utility; or (v) a non-profit corporation, including homeowners' associations, property owners' associations, condominium owners' or master associations, having the powers and satisfying the requirements of the District.

26. **DISCLAIMER OF WARRANTIES.** Developer hereby disclaims any and all express or implied warranties as to design, construction, sound transmission, furnishing and equipping of the Condominium Property and Association Property, except only those set forth in Section 718.203, Florida Statutes, to the extent applicable and to the extent that same have not expired by their terms. As to such warranties which cannot be disclaimed, and to other claims, if any, which can be made as to the aforesaid matters, all incidental and consequential damages arising therefrom are hereby disclaimed.

Without limiting the generality of the foregoing, Developer further disclaims any liability to comply with, or upgrade any Improvements, the Condominium Property and/or the Association Property as a result of, any changes or modifications to, or adoption of further federal, state or municipal laws, codes, ordinances regulations or rules hereafter applicable to the Condominium Property or the Association Property.

All Unit Owners, by virtue of acceptance of title to their respective Units (whether from the Developer or another party), shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages.

27. **CPI.** Whenever a specific dollar amount is recited in this Declaration (or in the Articles, Bylaws or Rules and Regulations), such amounts shall be increased from time to time by application of a nationally recognized consumer price index using the date of recordation of the first Livingston Lakes Condominium Declaration is as the base year (unless prohibited or limited by law or by the specific text hereof). The index used shall be that published by the United States Department of Labor, Bureau of Labor Statistics, designated as "Consumer Price Index, all urban consumers, United States, 1982-84 = 100, all items". If the Bureau of Labor Statistics shall change the method for determining the consumer price index or in the event the Bureau of Labor Statistics shall cease to publish said statistical information and it is not available from any other source, public or private, then the Association shall choose a reasonable alternative to compute such increases. Unless permitted by law, the index shall not apply to any amounts for rental in land leases or other leases or agreements for recreational facilities, land or other commonly used facilities serving the condominium (other than leases or agreements with any federal, state or local government or agency or political subdivision thereof).

## 28. **ADDITIONAL PROVISIONS**

28.1 **Notices.** All notices to the Association required or desired hereunder or under the Bylaws of the Association shall be sent by certified mail (return receipt requested) or by a nationally recognized overnight delivery service (such as Federal Express or UPS) to the Association or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the address of such Unit Owner at the Condominium, or such other address as may have been designated by the Unit Owner from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses in the mortgage or last recorded assignment of such mortgage, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur.

28.2 **Interpretation.** The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

28.3 **Mortgagees; Lienors.** Anything herein to the contrary notwithstanding, the Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.

28.4 **Exhibits.** There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set



forth therein as to their amendment, modification, enforcement and other matters shall control over those in this Declaration.

28.5 Conflict. In the event of any conflict between the terms and provisions of this Declaration and the Exhibits attached hereto, all as amended from time to time, the following order of precedence shall apply:

First, this Declaration of Condominium  
 Second, Articles of the Association  
 Third, Bylaws of the Association  
 Fourth, Rules and Regulations

28.6 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of the vice-president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

28.7 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration and the other Condominium Documents, said dispute or litigation shall be governed by the laws of the State of Florida.

28.8 Severability. The invalidity in whole or in part of any covenant or restriction, or any article, section, subsection, sentence, paragraph, clause, phrase or word, or other provision of this Declaration and the other Condominium Documents shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

28.9 Waiver. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration and the other Condominium Documents shall not constitute a waiver of their right to do so thereafter.

28.10 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of this occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of the Condominium Documents, are fair and reasonable in all material respects.

28.11 Execution of Documents; Attorney-in-Fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the Condominium as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This power of attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of the Developer.

28.12 Gender, Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

28.13 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed as of the 22<sup>nd</sup> day of January, 2016.

Witnessed by: **WCI COMMUNITIES, LLC**, a Delaware limited liability company

Margaret A Sisk  
Name: MARGARET A SISK

By: [Signature]  
Name: PAUL ERHARDT  
Title: SVP

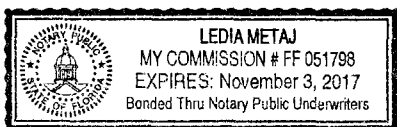
Ledia Metaj  
Name: LEDIA METAJ

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF LEE )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of January, 2016 by Paul Erhardt, as Senior Vice President of **WCI COMMUNITIES, LLC**, a Delaware limited liability company, on behalf of the company. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Ledia Metaj  
Name: LEDIA METAJ  
Notary Public, State of Florida  
Commission No.: # FF 051798

My Commission Expires:



JOINDER

LIVINGSTON LAKES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, LIVINGSTON LAKES CONDOMINIUM ASSOCIATION, INC. has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 22 day of January, 2016.

Witnessed by:

LIVINGSTON LAKES CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation

Margaret A Sisk  
Name: MARGARET A SISK

By: Shawn Gillis  
Name: SHAWN GILLIS  
Title: PRESIDENT

(Corporate Seal)

Ledia Metaj  
Name: LEDIA METAJ

STATE OF FLORIDA

COUNTY OF LEE

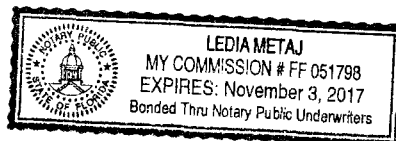
The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of January, 2016, by Shawn Gillis as President of LIVINGSTON LAKES CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Ledia Metaj  
Name: LEDIA METAJ

Notary Public, State of Florida  
Commission No.: #FF051798

My Commission Expires:

11/3/2017



**SCHEDULE OF EXHIBITS TO  
DECLARATION OF CONDOMINIUM  
FOR  
GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM**

Exhibit "A"	Legal Description of the Phase I Land
Exhibit "B"	Survey of the Phase I Land, a graphic description of the Improvements located thereon, including the Building in which the Units are located, and a plot plan thereof.
Exhibit "C"	Bylaws for Livingston Lakes Condominium Association, Inc., a Florida not for profit corporation
Exhibit "D"	Articles of Incorporation for Livingston Lakes Condominium Association, Inc., a Florida not for profit corporation
Exhibit "E"	Rules and Regulations of the Association and Rules and Regulations for the Condominium Property
Exhibit "F"	Legal Description and Proposed Plot Plans and Floor Plans for Additional Phases
Exhibit "G"	Number of Units and Types of Units in Additional Phases
Exhibit "H"	Undivided Interests in the Common Elements, Common Surplus-Condominium and Share of Condominium Common Expenses
Exhibit "I"	Legal Description of the Property a/k/a Livingston Lakes Community
Exhibit "J"	Legal Description of Amenities Center
Exhibit "K"	Legal Description of Association Property other than Amenities Center a/k/a Infrastructure

**Exhibit "A"**  
**Legal Description of the Phase I Land**

**PHASE I**

**BUILDING 37**

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, NORTH 02°06'33" WEST, A DISTANCE OF 311.54 FEET; THENCE NORTH 87°53'25" EAST, A DISTANCE OF 701.54 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE NORTH 86°22'17" EAST, A DISTANCE OF 82.85 FEET; THENCE SOUTH 81°04'11" EAST, A DISTANCE OF 29.04 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE SOUTHERLY 4.73 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 69.50 FEET, A CENTRAL ANGLE OF 03°53'50", (CHORD BEARING SOUTH 01°09'57" WEST, A DISTANCE OF 4.73 FEET); THENCE SOUTH 00°46'58" EAST, A DISTANCE OF 63.67 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHERLY 51.42 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 69.50 FEET, A CENTRAL ANGLE OF 42°23'24", (CHORD BEARING SOUTH 21°58'40" EAST, A DISTANCE OF 50.25 FEET); THENCE SOUTH 47°08'22" WEST, A DISTANCE OF 123.42 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE NORTHERLY 117.25 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 197.00 FEET, A CENTRAL ANGLE OF 34°05'59", (CHORD BEARING NORTH 18°57'26" WEST, A DISTANCE OF 115.52 FEET); THENCE NORTH 01°54'26" WEST, A DISTANCE OF 89.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.43 ACRE, MORE OR LESS.

**BUILDING 29**

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, SOUTH 89°57'51" EAST, A DISTANCE OF 1,774.16 FEET; THENCE NORTH 00°02'09" EAST, A DISTANCE OF 290.02 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED,

THE SAME BEING A POINT ON A NON TANGENT CURVE TO THE LEFT; THENCE NORTHERLY 23.63 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 244.50 FEET, A CENTRAL ANGLE OF 05°32'12", (CHORD BEARING NORTH 06°06'17" WEST, A DISTANCE OF 23.62 FEET); THENCE NORTH 08°52'23" WEST, A DISTANCE OF 67.05 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHWESTERLY 56.53 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 69.50 FEET, A CENTRAL ANGLE OF 46°36'05", (CHORD BEARING NORTH 32°10'25" WEST, A DISTANCE OF 54.98 FEET); THENCE NORTH 34°31'32" EAST, A DISTANCE OF 101.61 FEET; THENCE NORTH 36°55'22" WEST, A DISTANCE OF 8.80 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE NORTHWESTERLY 43.86 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 184.00 FEET, A CENTRAL ANGLE OF 13°39'28", (CHORD

BEARING NORTH 44°10'02" WEST, A DISTANCE OF 43.76 FEET); THENCE SOUTH 39°33'29" WEST, A DISTANCE OF 1.99 FEET; THENCE NORTH 50°26'31" WEST, A DISTANCE OF 10.67 FEET; THENCE NORTH 39°33'29" EAST, A DISTANCE OF 22.00 FEET; THENCE SOUTH 50°26'31" EAST, A DISTANCE OF 12.45 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 48.25 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 204.00 FEET, A CENTRAL ANGLE OF 13°33'06", (CHORD BEARING SOUTH 43°39'58" EAST, A DISTANCE OF 48.14 FEET); THENCE SOUTH 36°53'25" EAST, A DISTANCE OF 81.08 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY 119.61 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 197.00 FEET, A CENTRAL ANGLE OF 34°47'13", (CHORD BEARING SOUTH 19°29'48" EAST, A DISTANCE OF 117.78 FEET); THENCE SOUTH 02°06'12" EAST, A DISTANCE OF 57.73 FEET; THENCE SOUTH 87°53'48" WEST, A DISTANCE OF 117.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.58 ACRE, MORE OR LESS.

#### PARCEL "A"

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, NORTH 02°06'33" WEST, A DISTANCE OF 117.42 FEET; THENCE NORTH 87°53'26" EAST, A DISTANCE OF 698.92 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED,

THE SAME BEING A POINT ON A NON TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY 54.02 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 13°45'25", (CHORD BEARING SOUTH 36°38'24" EAST, A DISTANCE OF 53.89 FEET) TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE SOUTHWESTERLY 4.37 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2.33 FEET, A CENTRAL ANGLE OF 107°22'15", (CHORD BEARING SOUTH 51°46'42" WEST, A DISTANCE OF 3.75 FEET); THENCE SOUTH 01°54'26" EAST, A DISTANCE OF 14.95 FEET; THENCE SOUTH 88°05'34" WEST, A DISTANCE OF 27.68 FEET; THENCE NORTH 01°54'26" WEST, A DISTANCE OF 61.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,098 SQUARE FEET, MORE OR LESS.

#### PARCEL "B"

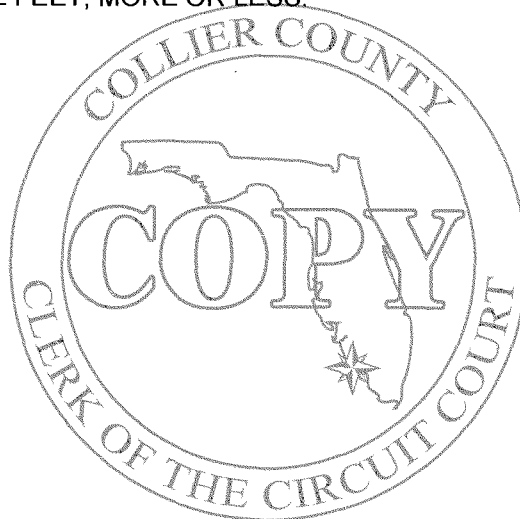
A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, SOUTH 89°57'51" EAST, A DISTANCE OF 1,904.66 FEET; THENCE NORTH 00°02'09" EAST, A DISTANCE OF 59.19 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE NORTH 47°29'54" WEST, A DISTANCE OF 17.67 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE NORTHERLY 97.31 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 44°36'18", (CHORD BEARING NORTH 20°11'57" EAST, A DISTANCE OF 94.87 FEET); THENCE NORTH 02°06'12" WEST, A

DISTANCE OF 193.09 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHERLY 20.76 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF  $05^{\circ}17'12''$ , (CHORD BEARING NORTH  $04^{\circ}44'48''$  WEST, A DISTANCE OF 20.75 FEET) TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE EASTERLY 4.01 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2.33 FEET, A CENTRAL ANGLE OF  $98^{\circ}41'44''$ , (CHORD BEARING SOUTH  $87^{\circ}45'20''$  EAST, A DISTANCE OF 3.54 FEET); THENCE NORTH  $42^{\circ}53'48''$  EAST, A DISTANCE OF 19.82 FEET; THENCE SOUTH  $47^{\circ}06'12''$  EAST, A DISTANCE OF 14.68 FEET; THENCE SOUTH  $42^{\circ}53'48''$  WEST, A DISTANCE OF 13.15 FEET; THENCE SOUTH  $02^{\circ}06'12''$  EAST, A DISTANCE OF 218.56 FEET; THENCE SOUTH  $87^{\circ}33'38''$  EAST, A DISTANCE OF 4.60 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE SOUTHERLY 13.25 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 147.67 FEET, A CENTRAL ANGLE OF  $05^{\circ}08'30''$ , (CHORD BEARING SOUTH  $04^{\circ}45'01''$  WEST, A DISTANCE OF 13.25 FEET); THENCE NORTH  $82^{\circ}56'19''$  WEST, A DISTANCE OF 5.00 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 87.58 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 142.67 FEET, A CENTRAL ANGLE OF  $35^{\circ}10'16''$ , (CHORD BEARING SOUTH  $24^{\circ}54'58''$  WEST, A DISTANCE OF 86.21 FEET) TO THE POINT OF BEGINNING.

CONTAINING 5,884 SQUARE FEET, MORE OR LESS.



**Exhibit "B"**

**Survey of the Phase I Land, a graphic description of the Improvements to be located thereon, including the Buildings in which the Units are located, and a plot plan thereof**

**and**

**Survey, Plot Plan and Graphic Description of Improvements for Building 37 in Phase I**





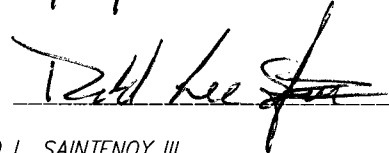
EXHIBIT B TO THE DECLARATION OF CONDOMINIUM  
FOR GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM

CERTIFICATE OF SURVEYOR  
GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM

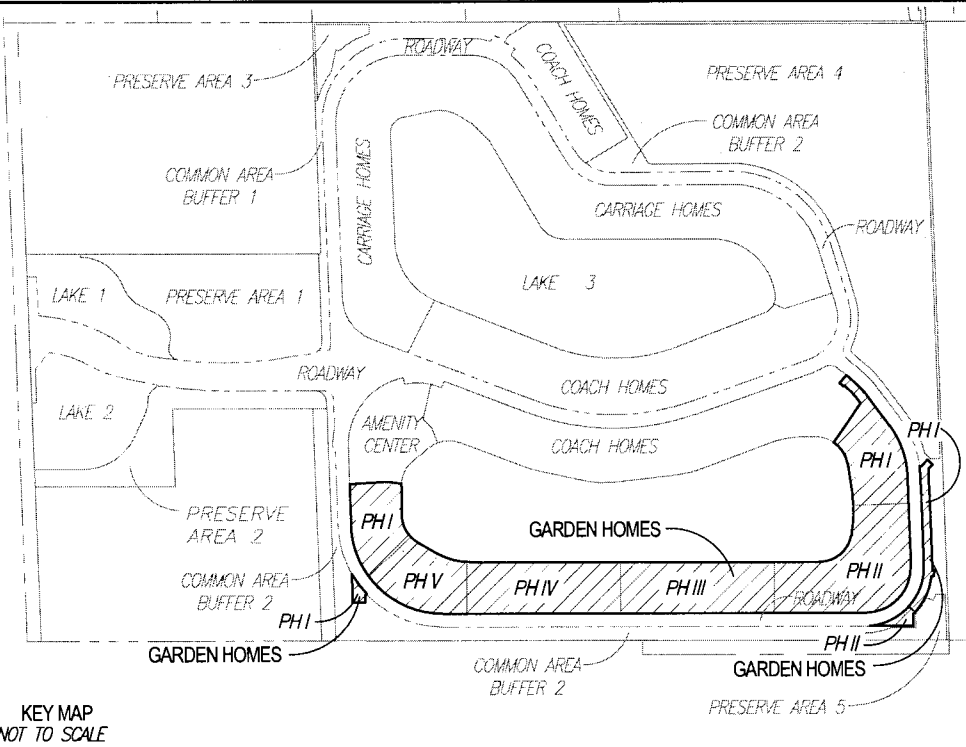
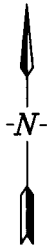
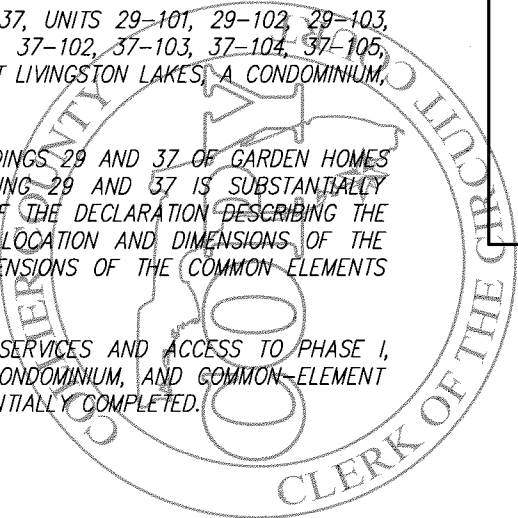
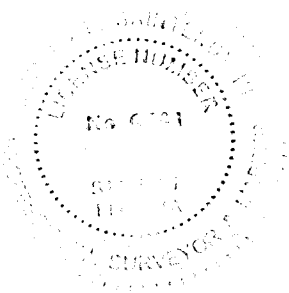
I, DONALD L. SAINTENOY III OF LEE COUNTY, FLORIDA, HEREBY CERTIFY:

1. THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER HOLDING CERTIFICATE NUMBER 6761 AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, AS PROVIDED BY THE LAWS OF THE STATE.
2. THAT THIS CERTIFICATE IS MADE AS TO PHASE I, BUILDINGS 29 AND 37, UNITS 29-101, 29-102, 29-103, 29-104, 29-105, 29-201, 29-202, 29-203, 29-204, 29-205, 37-101, 37-102, 37-103, 37-104, 37-105, 37-201, 37-202, 37-203, 37-204, AND 37-205 OF GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM, IN COMPLIANCE WITH SECTION 718.104(4)(E), FLORIDA STATUTES.
3. THAT THE CONSTRUCTION OF THE IMPROVEMENTS WITHIN PHASE I, BUILDINGS 29 AND 37 OF GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM, COMPRISING PHASE I, BUILDING 29 AND 37 IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.
4. THAT ALL PLANNED IMPROVEMENTS, INCLUDING LANDSCAPING, UTILITY SERVICES AND ACCESS TO PHASE I, BUILDINGS 29 AND 37 OF GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM, AND COMMON-ELEMENT FACILITIES SERVING PHASE I, BUILDINGS 29 AND 37 HAVE BEEN SUBSTANTIALLY COMPLETED.

DATE: 1/21/16

SIGNED: 

DONALD L. SAINTENOY III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA, LICENSE NUMBER 6761



KEY MAP  
NOT TO SCALE

- NOTES:
1. BEARINGS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA EAST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT AND ARE BASED THE WEST LINE OF THE NW 1/4 OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA AS BEING N 2°06'33" W.
  2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
  3. THIS PLAN IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SURVEY MAP ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.
  4. DATE PREPARED 15 JANUARY, 2015.

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	N/A
FILE:	14-98-GH-B
SHEET:	1 of 11



GradyMinor

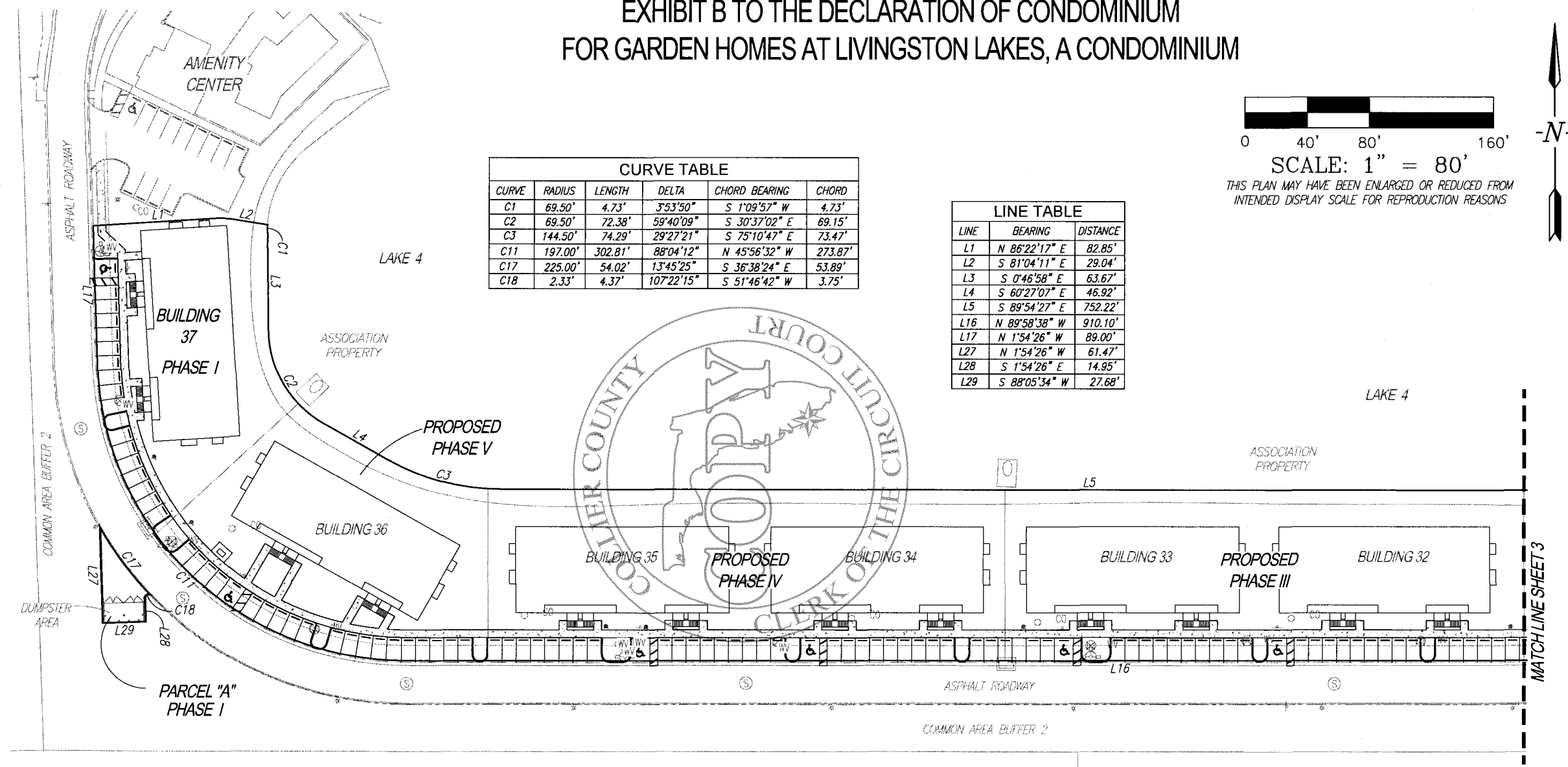
Civil Engineers • Land Surveyors • Planners • Landscape Architects  
Cert. of Auth. EB 0005151      Cert. of Auth. LB 0005151      Business LC 26000266  
Bonita Springs: 239.947.1144      www.GradyMinor.com      Fort Myers: 239.690.4380

Q. Grady Minor and Associates, P.A.  
3800 Via Del Rey  
Bonita Springs, Florida 34134

SURVEYOR'S CERTIFICATE

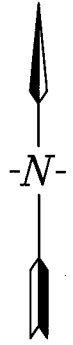
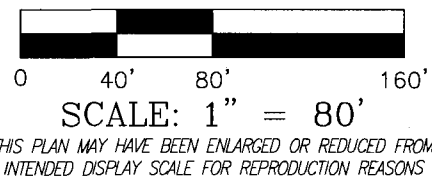
NOT COMPLETE WITHOUT  
SHEETS 1 -11 OF 11

EXHIBIT B TO THE DECLARATION OF CONDOMINIUM  
FOR GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM



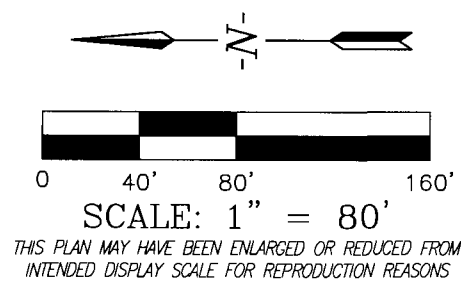
CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	69.50'	4.73'	3°53'50"	S 1°09'57" W	4.73'
C2	69.50'	72.38'	59°40'09"	S 30°37'02" E	69.15'
C3	144.50'	74.29'	29°27'21"	S 75°10'47" E	73.47'
C11	197.00'	302.81'	88°04'12"	N 45°56'32" W	273.87'
C17	225.00'	54.02'	13°45'25"	S 36°38'24" E	53.89'
C18	2.33'	4.37'	107°22'15"	S 51°46'42" W	3.75'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 86°22'17" E	82.85'
L2	S 81°04'11" E	29.04'
L3	S 0°46'58" E	63.67'
L4	S 60°27'07" E	46.92'
L5	S 89°54'27" E	752.22'
L16	N 89°58'38" W	910.10'
L17	N 1°54'26" W	89.00'
L27	N 1°54'26" W	61.47'
L28	S 1°54'26" E	14.95'
L29	S 88°05'34" W	27.68'



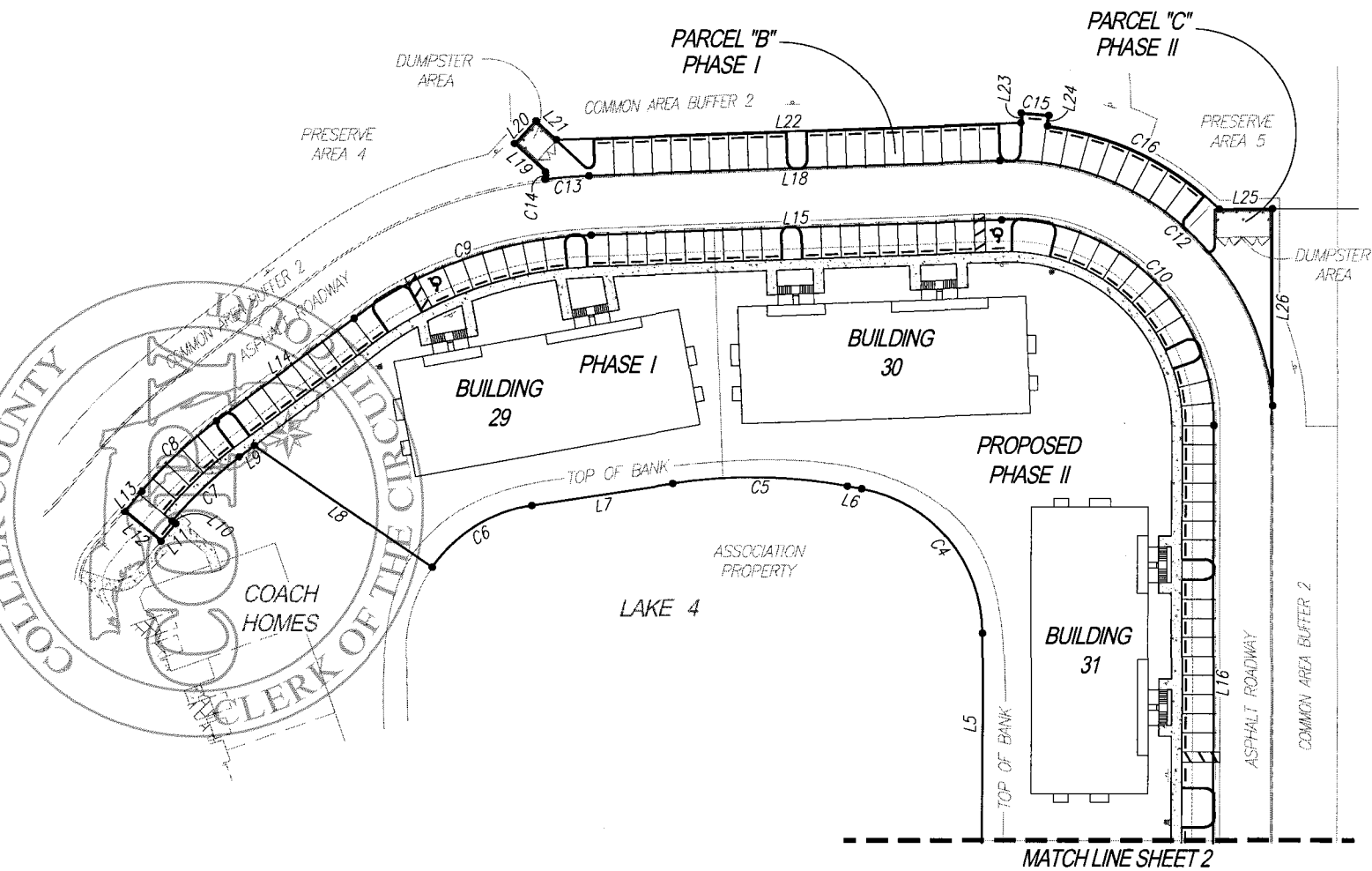
DRAWN BY: KJG		 <b>GradyMinor</b>  Civil Engineers • Land Surveyors • Planners • Landscape Architects Cert. of Auth. EB 0005151      Cert. of Auth. LB 0005151 Bonita Springs: 239.947.1144 <a href="http://www.GradyMinor.com">www.GradyMinor.com</a> Fort Myers: 239.690.4380		Q. Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134		SITE PLAN SHOWING LOCATIONS OF ALL PHASES		NOT COMPLETE WITHOUT SHEETS 1 - 11 OF 11								
CHECKED BY: DLS						<b>OVERALL</b>										
JOB CODE: LLCONDO																
SCALE: 1" = 80'																
FILE: 14-98-GH-B																
SHEET: 2 of 11																

EXHIBIT B TO THE DECLARATION OF CONDOMINIUM  
FOR GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C4	69.50'	96.65'	79°40'56"	N 50°15'05" E	89.05'
C5	244.50'	82.29'	19°16'59"	N 0°46'07" E	81.90'
C6	69.50'	56.53'	46°36'05"	N 32°10'25" W	54.98'
C7	184.00'	43.86'	13°39'28"	N 44°10'02" W	43.76'
C8	204.00'	48.25'	13°33'06"	S 43°39'58" E	48.14'
C9	197.00'	119.61'	34°47'13"	S 19°29'48" E	117.78'
C10	97.00'	155.97'	92°07'34"	S 43°57'35" W	139.70'
C12	125.00'	191.90'	87°57'43"	N 41°52'40" E	173.60'
C13	225.00'	20.76'	5°17'12"	N 4°44'48" W	20.75'
C14	2.33'	4.01'	98°41'44"	S 87°45'20" E	3.54'
C15	147.67'	13.25'	5°08'30"	S 4°45'01" W	13.25'
C16	142.67'	91.94'	36°55'21"	S 25°47'30" W	90.36'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 86°22'17" E	82.85'
L2	S 81°04'11" E	29.04'
L3	S 0°46'58" E	63.67'
L4	S 60°27'07" E	46.92'
L5	S 89°54'27" E	752.22'
L6	N 10°24'37" E	6.83'
L7	N 8°52'23" W	67.05'
L8	N 34°31'32" E	101.61'
L9	N 36°55'22" W	8.80'
L10	S 39°33'29" W	1.99'
L11	N 50°26'31" W	10.67'
L12	N 39°33'29" E	22.00'
L13	S 50°26'31" E	12.45'
L14	S 36°53'25" E	81.08'
L15	S 2°06'12" E	193.09'
L16	N 89°58'38" W	910.10'
L18	N 2°06'12" W	193.09'
L19	N 42°53'48" E	19.82'
L20	S 47°06'12" E	14.68'
L21	S 42°53'48" W	13.15'
L22	S 2°06'12" E	218.56'
L23	S 87°33'38" E	4.60'
L24	N 82°56'19" W	5.00'
L25	S 0°01'22" W	25.15'
L26	N 89°58'38" W	93.15'



DRAWN BY: KJG

CHECKED BY: DLS

JOB CODE: LLCONDO

SCALE: 1" = 80'

FILE: 14-98-GH-B

SHEET: 3 of 11



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3800 Via Del Rey

Bonita Springs, Florida 34134

SITE PLAN SHOWING LOCATIONS  
OF ALL PHASES

OVERALL

NOT COMPLETE WITHOUT  
SHEETS 1 -11 OF 11

OR 5235 PG 2753

G:\SURVEY\PROJECT SURVEY 2014\98 - LIVINGSTON LAKES CONDO\SURVEY\GARDEN HOMES\2 PART\14-98-GH-B.DWG

EXHIBIT B TO THE DECLARATION OF CONDOMINIUM  
FOR GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM

PROPERTY DESCRIPTION (BUILDING 37)

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, NORTH 02°06'33" WEST, A DISTANCE OF 311.54 FEET; THENCE NORTH 87°53'25" EAST, A DISTANCE OF 701.54 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE NORTH 86°22'17" EAST, A DISTANCE OF 82.85 FEET; THENCE SOUTH 81°04'11" EAST, A DISTANCE OF 29.04 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE SOUTHERLY 4.73 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 69.50 FEET, A CENTRAL ANGLE OF 03°53'50", (CHORD BEARING SOUTH 01°09'57" WEST, A DISTANCE OF 4.73 FEET); THENCE SOUTH 00°46'58" EAST, A DISTANCE OF 63.67 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHERLY 51.42 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 69.50 FEET, A CENTRAL ANGLE OF 42°23'24", (CHORD BEARING SOUTH 21°58'40" EAST, A DISTANCE OF 50.25 FEET); THENCE SOUTH 47°08'22" WEST, A DISTANCE OF 123.42 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE NORTHERLY 117.25 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 197.00 FEET, A CENTRAL ANGLE OF 34°05'59", (CHORD BEARING NORTH 18°57'26" WEST, A DISTANCE OF 115.52 FEET); THENCE NORTH 01°54'26" WEST, A DISTANCE OF 89.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.43 ACRE, MORE OR LESS.

PROPERTY DESCRIPTION (BUILDING 29)

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, SOUTH 89°57'51" EAST, A DISTANCE OF 1,774.16 FEET; THENCE NORTH 00°02'09" EAST, A DISTANCE OF 290.02 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED,

THE SAME BEING A POINT ON A NON TANGENT CURVE TO THE LEFT; THENCE NORTHERLY 23.63 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 244.50 FEET, A CENTRAL ANGLE OF 05°32'12", (CHORD BEARING NORTH 06°06'17" WEST, A DISTANCE OF 23.62 FEET); THENCE NORTH 08°52'23" WEST, A DISTANCE OF 67.05 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHWESTERLY 56.53 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 69.50 FEET, A CENTRAL ANGLE OF 46°36'05", (CHORD BEARING NORTH 32°10'25" WEST, A DISTANCE OF 54.98 FEET); THENCE NORTH 34°31'32" EAST, A DISTANCE OF 101.61 FEET; THENCE NORTH 36°55'22" WEST, A DISTANCE OF 8.80 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE NORTHWESTERLY 43.86 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 184.00 FEET, A CENTRAL ANGLE OF 13°39'28", (CHORD BEARING NORTH 44°10'02" WEST, A DISTANCE OF 43.76 FEET); THENCE SOUTH 39°33'29" WEST, A DISTANCE OF 1.99 FEET; THENCE NORTH 50°26'31" WEST, A DISTANCE OF 10.67 FEET; THENCE NORTH 39°33'29" EAST, A DISTANCE OF 22.00 FEET; THENCE SOUTH 50°26'31" EAST, A DISTANCE OF 12.45 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 48.25 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 204.00 FEET, A CENTRAL ANGLE OF 13°33'06", (CHORD BEARING SOUTH 43°39'58" EAST, A DISTANCE OF 48.14 FEET); THENCE SOUTH 36°53'25" EAST, A DISTANCE OF 81.08 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY 119.61 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 197.00 FEET, A CENTRAL ANGLE OF 34°47'13", (CHORD BEARING SOUTH 19°29'48" EAST, A DISTANCE OF 117.78 FEET); THENCE SOUTH 02°06'12" EAST, A DISTANCE OF 57.73 FEET; THENCE SOUTH 87°53'48" WEST, A DISTANCE OF 117.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.58 ACRE, MORE OR LESS.

PROPERTY DESCRIPTION (PARCEL "A")

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, NORTH 02°06'33" WEST, A DISTANCE OF 117.42 FEET; THENCE NORTH 87°53'26" EAST, A DISTANCE OF 698.92 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED,

THE SAME BEING A POINT ON A NON TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY 54.02 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 13°45'25", (CHORD BEARING SOUTH 36°38'24" EAST, A DISTANCE OF 53.89 FEET) TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE SOUTHWESTERLY 4.37 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2.33 FEET, A CENTRAL ANGLE OF 107°22'15", (CHORD BEARING SOUTH 51°46'42" WEST, A DISTANCE OF 3.75 FEET); THENCE SOUTH 01°54'26" EAST, A DISTANCE OF 14.95 FEET; THENCE SOUTH 88°05'34" WEST, A DISTANCE OF 27.68 FEET; THENCE NORTH 01°54'26" WEST, A DISTANCE OF 61.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,098 SQUARE FEET, MORE OR LESS.

PROPERTY DESCRIPTION (PARCEL "B")

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, SOUTH 89°57'51" EAST, A DISTANCE OF 1,904.66 FEET; THENCE NORTH 00°02'09" EAST, A DISTANCE OF 59.19 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE NORTH 47°29'54" WEST, A DISTANCE OF 17.67 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE NORTHERLY 97.31 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 44°36'18", (CHORD BEARING NORTH 20°11'57" EAST, A DISTANCE OF 94.87 FEET); THENCE NORTH 02°06'12" WEST, A DISTANCE OF 193.09 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHERLY 20.76 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 05°17'12", (CHORD BEARING NORTH 04°44'48" WEST, A DISTANCE OF 20.75 FEET) TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE EASTERLY 4.01 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2.33 FEET, A CENTRAL ANGLE OF 98°41'44", (CHORD BEARING SOUTH 87°45'20" EAST, A DISTANCE OF 3.54 FEET); THENCE NORTH 42°53'48" EAST, A DISTANCE OF 19.82 FEET; THENCE SOUTH 47°06'12" EAST, A DISTANCE OF 14.68 FEET; THENCE SOUTH 42°53'48" WEST, A DISTANCE OF 13.15 FEET; THENCE SOUTH 02°06'12" EAST, A DISTANCE OF 218.56 FEET; THENCE SOUTH 87°33'38" EAST, A DISTANCE OF 4.60 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE SOUTHERLY 13.25 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 147.67 FEET, A CENTRAL ANGLE OF 05°08'30", (CHORD BEARING SOUTH 04°45'01" WEST, A DISTANCE OF 13.25 FEET); THENCE NORTH 82°56'19" WEST, A DISTANCE OF 5.00 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 87.58 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 142.67 FEET, A CENTRAL ANGLE OF 35°10'16", (CHORD BEARING SOUTH 24°54'58" WEST, A DISTANCE OF 86.21 FEET) TO THE POINT OF BEGINNING.

CONTAINING 5,884 SQUARE FEET, MORE OR LESS.

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AS BEING NORTH 02°06'33" WEST.
2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	N/A
FILE:	14-98-GH-B
SHEET:	4 of 11



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Bonita Springs, Florida 34134

PHASE I

NOT COMPLETE WITHOUT  
SHEETS 1 -11 OF 11

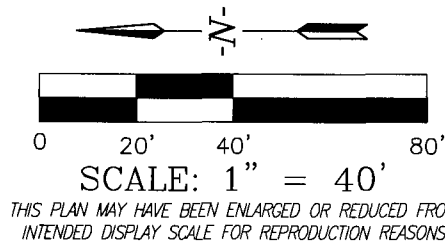
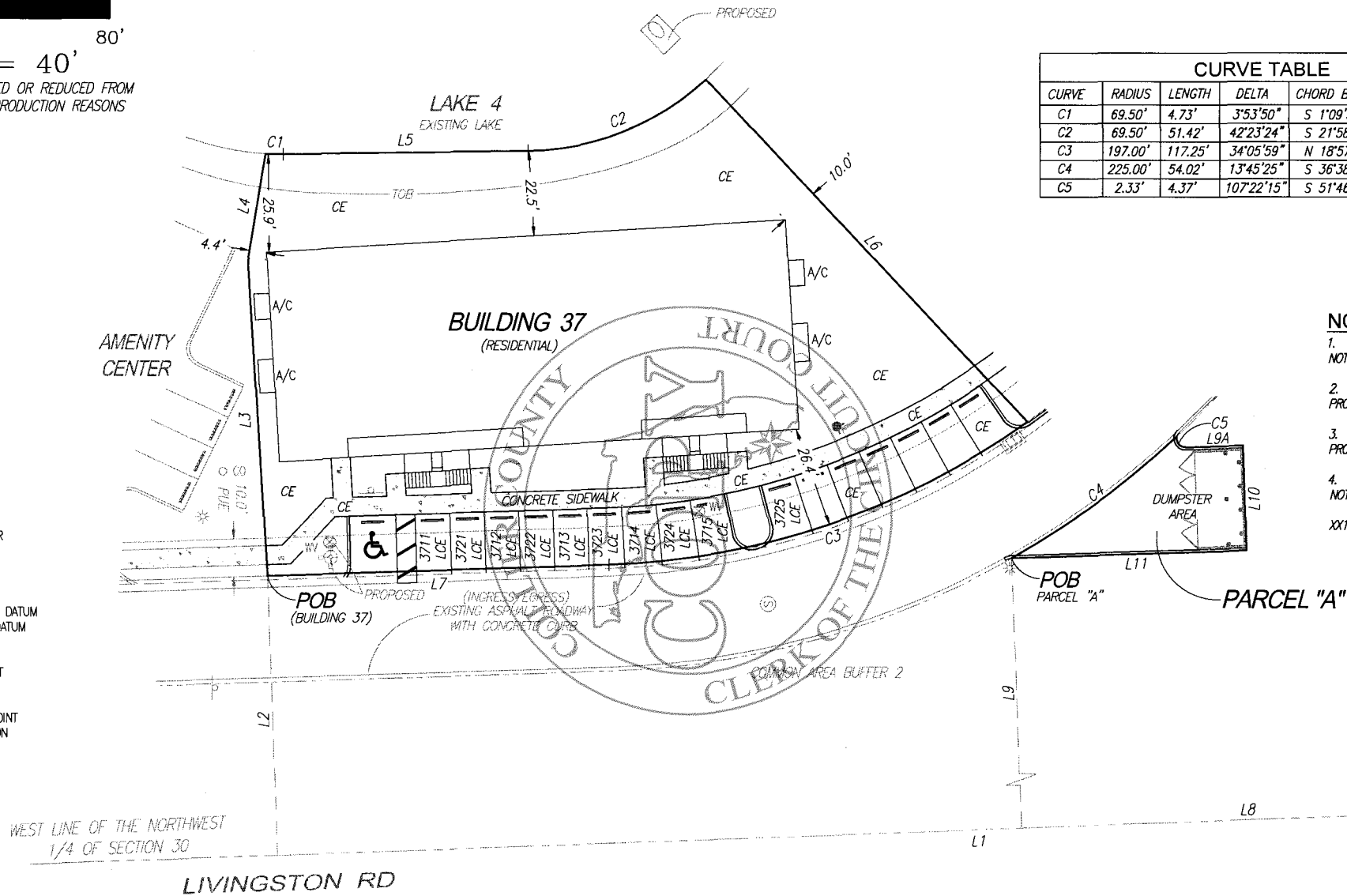


EXHIBIT B TO THE DECLARATION OF CONDOMINIUM  
FOR GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM

LEGEND:

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- OR OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- PG PAGE(S)
- A.E. ACCESS EASEMENT
- D.E. DRAINAGE EASEMENT
- C.U.E. COUNTY UTILITY EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- WV WATER VALVE
- WM WATER METER
- CO CLEAN OUT
- CO BACK FLOW PREVENTER
- CB CATCH BASIN
- DM DRAINAGE MANHOLE
- YD YARD DRAIN
- EB ELECTRIC BOX/RISER
- ET ELECTRIC TRANSFORMER
- LP LIGHT POLE
- CTV CABLE TELEVISION BOX/RISER
- AV AIR RELEASE VALVE
- GV GAS VALVE
- GM GAS MARKER
- IRV IRRIGATION VALVE
- NGVD 29 NATIONAL GEODETIC VERTICAL DATUM
- NAVD 88 NORTH AMERICAN VERTICAL DATUM
- CE COMMON ELEMENT
- LCE LIMITED COMMON ELEMENT
- LME LAKE MAINTENANCE EASEMENT
- ME MITERED END
- TOB TOP OF BANK
- WBS WATER BACTERIAL SAMPLE POINT
- FDC FIRE DEPARTMENT CONNECTION
- SSM SANITARY SEWER MANHOLE
- ACP AIR CONDITION PAD (LCE)
- S SIGN

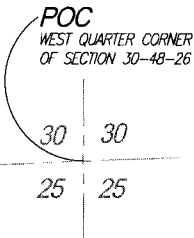


CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	69.50'	4.73'	3°53'50"	S 1°09'57" W	4.73'
C2	69.50'	51.42'	42°23'24"	S 21°58'40" E	50.25'
C3	197.00'	117.25'	34°05'59"	N 18°57'26" W	115.52'
C4	225.00'	54.02'	13°45'25"	S 36°38'24" E	53.89'
C5	2.33'	4.37'	107°22'15"	S 51°46'42" W	3.75'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 2°06'33" W	311.54'
L2	N 87°53'25" E	701.54'
L3	N 86°22'17" E	82.85'
L4	S 81°04'11" E	29.04'
L5	S 0°46'58" E	63.67'
L6	S 47°08'22" W	123.42'
L7	N 1°54'26" W	89.00'
L8	N 2°06'33" W	117.42'
L9	N 87°53'26" E	698.92'
L9A	S 1°54'26" E	14.95'
L10	S 88°05'34" W	27.68'
L11	N 1°54'26" W	61.47'

NOTES:

1. ALL UTILITIES SHOWN HEREON ARE EXISTING UNLESS OTHERWISE NOTED.
  2. ALL BUILDINGS, DRIVEWAYS, AND WALKWAYS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED.
  3. ALL FIRE DEPARTMENT CONNECTIONS, LIGHT POLES, AND SIGNS ARE PROPOSED UNLESS OTHERWISE NOTED.
  4. ALL PARKING SPACES ARE COMMON ELEMENT UNLESS OTHERWISE NOTED.
- XX11 = BUILDING NUMBER, UNIT NUMBER



DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	1" = 40'
FILE:	14-98-GH-B
SHEET:	5 of 11



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3800 Via Del Rey  
Bonita Springs, Florida 34134

PHASE I  
PLOT PLAN

NOT COMPLETE WITHOUT  
SHEETS 1 -11 OF 11

EXHIBIT B TO THE DECLARATION OF CONDOMINIUM  
FOR GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM

LEGEND:

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
OR	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE(S)
A.E.	ACCESS EASEMENT
D.E.	DRAINAGE EASEMENT
C.U.E.	COUNTY UTILITY EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
WV	WATER VALVE
	WATER METER
	FIRE HYDRANT
CO	CLEAN OUT
	BACK FLOW PREVENTER
	CATCH BASIN
	DRAINAGE MANHOLE
	YARD DRAIN
	ELECTRIC BOX/RISER
	ELECTRIC TRANSFORMER
	LIGHT POLE
	CABLE TELEVISION BOX/RISER
GV	AIR RELEASE VALVE
	GAS VALVE
IRV	GAS MARKER
	IRRIGATION VALVE

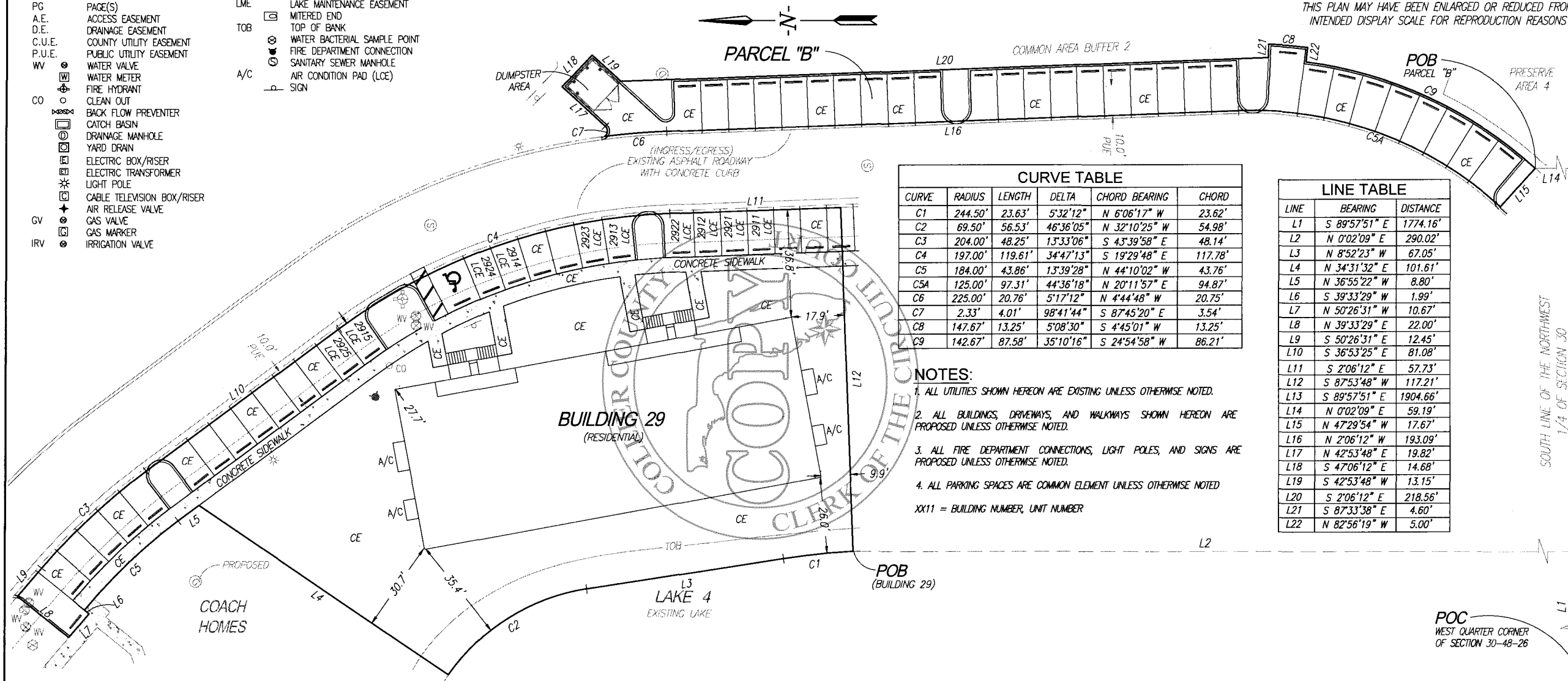
LEGEND:

NGVD 29	NATIONAL GEODETIC VERTICAL DATUM
NAVD 88	NORTH AMERICAN VERTICAL DATUM
CE	COMMON ELEMENT
LCE	LIMITED COMMON ELEMENT
LME	LAKE MAINTENANCE EASEMENT
	MITERED END
TOB	TOP OF BANK
	WATER BACTERIAL SAMPLE POINT
	FIRE DEPARTMENT CONNECTION
	SANITARY SEWER MANHOLE
A/C	AIR CONDITION PAD (LCE)
	SIGN



SCALE: 1" = 40'

THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM  
INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	244.50'	23.63'	5°32'12"	N 6°06'17" W	23.62'
C2	69.50'	56.53'	46°36'05"	N 32°10'25" W	54.98'
C3	204.00'	48.25'	13°33'06"	S 43°39'58" E	48.14'
C4	197.00'	119.61'	34°47'13"	S 19°29'48" E	117.78'
C5	184.00'	43.86'	13°39'28"	N 44°10'02" W	43.76'
C5A	125.00'	97.31'	44°36'18"	N 20°11'57" E	94.87'
C6	225.00'	20.76'	5°17'12"	N 4°44'48" W	20.75'
C7	2.33'	4.01'	98°41'44"	S 87°45'20" E	3.54'
C8	147.67'	13.25'	5°08'30"	S 4°45'01" W	13.25'
C9	142.67'	87.58'	35°10'16"	S 24°54'58" W	86.21'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°57'51" E	1774.16'
L2	N 0°02'09" E	290.02'
L3	N 8°52'23" W	67.05'
L4	N 34°31'32" E	101.61'
L5	N 36°55'22" W	8.80'
L6	S 39°33'29" W	1.99'
L7	N 50°26'31" W	10.67'
L8	N 39°33'29" E	22.00'
L9	S 50°26'31" E	12.45'
L10	S 36°53'25" E	81.08'
L11	S 2°06'12" E	57.73'
L12	S 87°53'48" W	117.21'
L13	S 89°57'51" E	1904.66'
L14	N 0°02'09" E	59.19'
L15	N 47°29'54" W	17.67'
L16	N 2°06'12" W	193.09'
L17	N 42°53'48" E	19.82'
L18	S 47°06'12" E	14.68'
L19	S 42°53'48" W	13.15'
L20	S 2°06'12" E	218.56'
L21	S 87°33'38" E	4.60'
L22	N 82°56'19" W	5.00'

NOTES:

1. ALL UTILITIES SHOWN HEREON ARE EXISTING UNLESS OTHERWISE NOTED.
  2. ALL BUILDINGS, DRIVEWAYS, AND WALKWAYS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED.
  3. ALL FIRE DEPARTMENT CONNECTIONS, LIGHT POLES, AND SIGNS ARE PROPOSED UNLESS OTHERWISE NOTED.
  4. ALL PARKING SPACES ARE COMMON ELEMENT UNLESS OTHERWISE NOTED.
- XX11 = BUILDING NUMBER, UNIT NUMBER

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	1" = 40'
FILE:	14-98-GH-B
SHEET:	6 of 11



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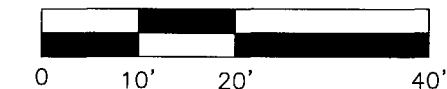
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PHASE I  
PLOT PLAN

NOT COMPLETE WITHOUT  
SHEETS 1 -11 OF 11

EXHIBIT B TO THE DECLARATION OF CONDOMINIUM  
FOR GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM



SCALE: 1" = 20'

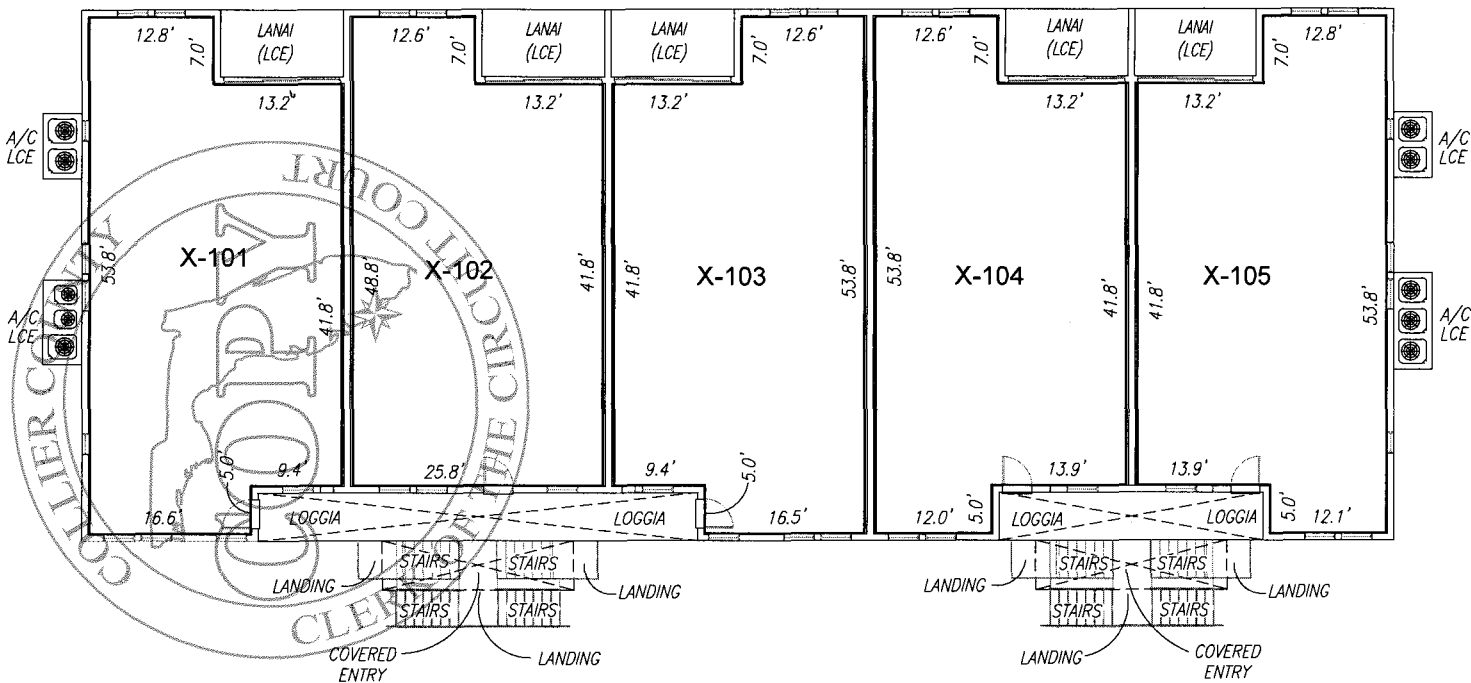
THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM  
INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS

**NOTES**

1. DIMENSIONS SHOWN HEREON ARE IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
2. ARCHITECTURAL DESIGN PROVIDED BY OTHERS.
3. IMPROVEMENTS ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

**LEGEND**

CE = COMMON ELEMENT  
LCE = LIMITED COMMON ELEMENT  
X-\_\_\_ = BUILDING # FOLLOWED BY UNIT #  
A/C = AIR CONDITIONING



DRAWN BY: KJG  
CHECKED BY: DLS  
JOB CODE: LLCONDO  
SCALE: 1" = 20'  
FILE: 14-98-GH-B  
SHEET: 7 of 11



**GradyMinor**

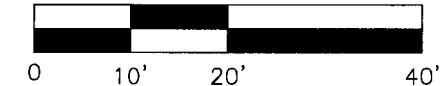
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BUILDINGS 29 AND 37  
**FIRST FLOOR**  
HORIZONTAL LIMITS

NOT COMPLETE WITHOUT  
SHEETS 1 -11 OF 11

EXHIBIT B TO THE DECLARATION OF CONDOMINIUM  
FOR GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM



SCALE: 1" = 20'

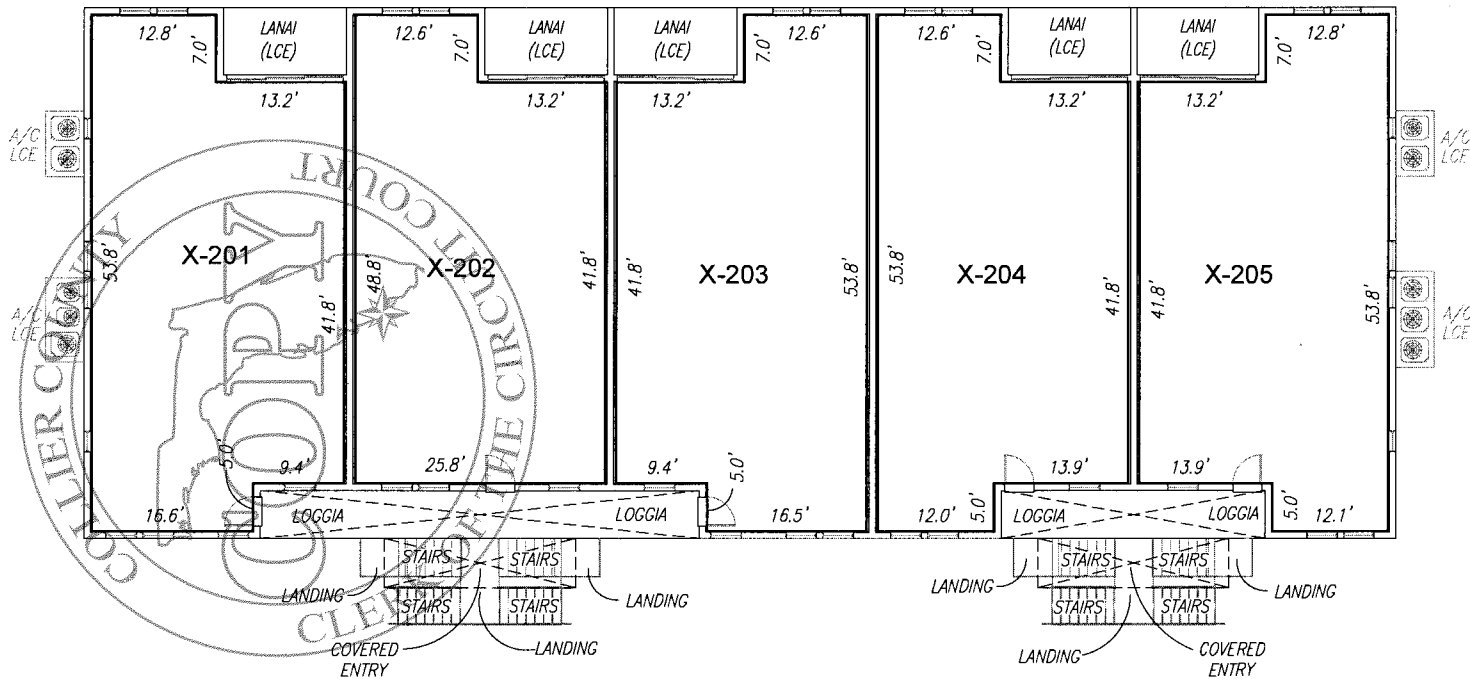
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X-\_\_\_ = BUILDING # FOLLOWED BY UNIT #  
A/C = AIR CONDITIONING



DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	1" = 20'
FILE:	14-98-GH-B
SHEET:	8 of 11



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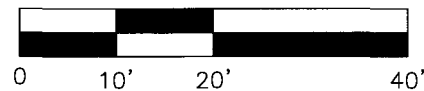
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BUILDINGS 29 AND 37  
**SECOND FLOOR**  
HORIZONTAL LIMITS

NOT COMPLETE WITHOUT  
SHEETS 1 -11 OF 11



EXHIBIT B TO THE DECLARATION OF CONDOMINIUM  
FOR GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM



SCALE: 1" = 20'

THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM  
INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS

ROOF PEAK ELEV. = 32.67'

CEILING ELEV. = 20.17'

SECOND FLOOR ELEV. = 10.17'

CEILING ELEV. = 8.67'

FIRST FLOOR ELEV. = 0.00'



FRONT ELEVATION

NOTES

1. DIMENSIONS SHOWN HEREON ARE IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
2. ARCHITECTURAL DESIGN PROVIDED BY OTHERS.
3. IMPROVEMENTS ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.
4. ELEVATIONS ARE BASED ON AN ASSUMED DATUM BEING 0.0'.

LEGEND

ELEV = ELEVATION

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	1" = 20'
FILE:	14-98-GH-B
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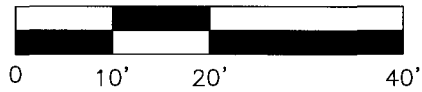
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BUILDINGS 29 AND 37  
ELEVATION  
VERTICAL LIMITS

NOT COMPLETE WITHOUT  
SHEETS 1 -11 OF 11



SCALE: 1" = 20'

THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM  
INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS

# EXHIBIT B TO THE DECLARATION OF CONDOMINIUM FOR GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM

ROOF PEAK ELEV. = 32.67'

CEILING ELEV. = 20.17'

SECOND FLOOR ELEV. = 10.17'

CEILING ELEV. = 8.67'

FIRST FLOOR ELEV. = 0.00'

RIGHT ELEVATION

ROOF PEAK ELEV. = 32.67'

CEILING ELEV. = 20.17'

SECOND FLOOR ELEV. = 10.17'

CEILING ELEV. = 8.67'

FIRST FLOOR ELEV. = 0.00'

LEFT ELEVATION

## LEGEND

ELEV = ELEVATION

## NOTES

1. DIMENSIONS SHOWN HEREON ARE IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
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DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	1" = 20'
FILE:	14-98-GH-B
SHEET:	10 of 11



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BUILDINGS 29 AND 37  
**ELEVATION**  
VERTICAL LIMITS

NOT COMPLETE WITHOUT  
SHEETS 1 -11 OF 11

EXHIBIT B TO THE DECLARATION OF CONDOMINIUM  
FOR GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM



SCALE: 1" = 20'

THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM  
INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS

ROOF PEAK ELEV. = 32.67'

CEILING ELEV. = 20.17'

SECOND FLOOR ELEV. = 10.17'

CEILING ELEV. = 8.67'

FIRST FLOOR ELEV. = 0.00'



REAR ELEVATION

NOTES

1. DIMENSIONS SHOWN HEREON ARE IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
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LEGEND

ELEV = ELEVATION

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	1" = 20'
FILE:	14-98-GH-B
SHEET:	11 of 11



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BUILDINGS 29 AND 37  
ELEVATION  
VERTICAL LIMITS

NOT COMPLETE WITHOUT  
SHEETS 1 -11 OF 11

**Exhibit "C"**  
**Bylaws for Livingston Lakes Condominium Association, Inc.,**  
**a Florida not for profit corporation**



**BYLAWS  
OF  
LIVINGSTON LAKES CONDOMINIUM ASSOCIATION, INC.**

A not for profit corporation organized  
under the laws of the State of Florida

1. Background. **LIVINGSTON LAKES CONDOMINIUM ASSOCIATION, INC.** (the "Association"), a not for profit corporation formed under the laws of the State of Florida, is the condominium association responsible for the operation of Carriage Homes at Livingston Lakes, a Condominium, as well as such other condominiums in the Livingston Lakes community as may be created from time to time and operated and governed by the Association ("Livingston Lakes Condominiums"). If, as and when the Association operates and governs more than one Livingston Lakes Condominium, the Association will be deemed a multi-condominium association according to Section 718.405 of the Florida Condominium Act as it exists on the date hereof (the "Act").
2. Identity. These are the Bylaws of the Association.
  - 2.1 Fiscal Year. The fiscal year of the Association shall be the twelve month period commencing January 1st and terminating December 31st of each year.
  - 2.2 Seal. The seal of the Association shall bear the name of the corporation and the words "Florida Not for Profit Corporation".
3. Definitions. For convenience, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles". The following terms when used in these Bylaws, as they may be amended from time to time, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:
  - 3.1 "Class" shall have the meaning set forth in Section 4.2 of the Bylaws.
  - 3.2 "Class Member" shall have the meaning set forth in Section 4.2 of the Bylaws.
  - 3.3 "Livingston Lakes Condominiums" shall have the meaning set forth in Section 1 of the Bylaws.
  - 3.4 "Livingston Lakes Condominium Declaration" means the Declaration of Condominium and all exhibits attached thereto, as amended from time to time, creating a Livingston Lakes Condominium.
  - 3.5 "Livingston Lakes Condominium Documents" means in the aggregate the Declaration of Condominium for the applicable Livingston Lakes Condominium, the Articles, these Bylaws, any Rules and Regulations promulgated by the Association and all exhibits and amendments to the foregoing.
  - 3.6 The term "majority of the Voting Interests" or some other percentage of the Voting Interests shall have the meaning set forth in Section 4.4(a) of the Bylaws.

- 3.7 The term "majority of the Voting Interests of the Class Members" or some other percentage of the Voting Interests of the Class Members shall have the meaning set forth in Section 4.4(b) of the Bylaws.
- 3.8 "Member" means a member of the Association, i.e. a Unit Owner.
- 3.9 "Unit" means that portion of any Livingston Lakes Condominium which is subject to exclusive ownership.
- 3.10 "Unit Owner" means the record owner of any Unit in a Livingston Lakes Condominium.
- 3.11 "Voting Member" means the person designated by the Unit Owner to cast the Voting Interests attributable to the Unit as provided in Section 4.7(a) of these Bylaws.

The other terms used in these Bylaws shall have the same definitions and meanings as those set forth in the applicable Livingston Lakes Condominium Declaration, except where the context clearly indicates a different meaning. In the event that a term is not consistently defined in the Livingston Lakes Condominium Declarations, then the definition set forth in the Carriage Homes Condominium Declaration shall prevail.

#### 4. Members; Voting Members; Voting Interests.

- 4.1 Qualification for Membership. The qualification of Members of the Association, the manner of their admission to membership and the manner of the termination of such membership shall be as follows:
  - (a) Prior to the time the first Livingston Lakes Condominium is submitted to condominium ownership, the membership of this Association shall be comprised solely of the members of the Board of Directors.
  - (b) From and after the time the first Livingston Lakes Condominium is created by recording its Condominium Declaration in the Public Records of the County, each Unit Owner shall be a Member of the Association entitled to exercise all of the rights and privileges of the Members. Unless otherwise provided by law, membership in the Association may be transferred only as evidenced by the recording of a deed or other instrument of conveyance in the Public Records of the County. Transfer of Unit ownership, either voluntarily or by operation of law, shall automatically terminate the transferor's membership, and the transferee shall automatically become a Member of the Association.
- 4.2 Class Members. If, as and when more than one Livingston Lakes Condominium is created by recording its Condominium Declaration in the Public Records of the County, then (a) Members of the Association shall be divided into classes ("Class") with all of the Unit Owners in a particular Livingston Lakes Condominium constituting a separate Class; and (b) not only shall the Unit Owners in each Livingston Lakes Condominium be Members of the Association but also members of the Class composed of all Unit Owners owning a Unit within their particular Livingston Lakes Condominium ("Class Members").

#### 4.3 Number of Voting Interests; Voting; Class Voting.

- (a) Each Unit shall have one (1) indivisible vote to be cast in accordance with these Bylaws and the other applicable Livingston Lakes Condominium Documents. If a Member owns more than one Unit, the Voting Member for such Units shall be entitled to cast a vote for each Unit owned. In the event that a Unit is owned by more than one (1) Member, the Voting Member for the Unit shall be entitled to cast the Unit's one (1) vote on behalf of its owners collectively in the manner determined by these Bylaws.
- (b) When an action, question or matter requires a vote of the membership, whether it requires a vote by the full membership or a vote by the affected Class Members only, shall be determined as follows:
  - (i) Matters pertaining primarily to a particular Livingston Lakes Condominium or more than one Livingston Lakes Condominium but not all of the Livingston Lakes Condominiums shall be voted on only by the Class composed of the Unit Owners from the applicable Livingston Lakes Condominium and shall be determined by a majority of the Voting Interests of the Class Members as set forth in Section 4.4(b); and
  - (ii) Matters pertaining primarily to all of the Livingston Lakes Condominiums, the Association as a whole or the Association Property shall be voted on by the Members at large and shall be determined by a majority of the Voting Interests as set forth in Section 4.4(a).
  - (iii) The decision as to whether a matter pertains primarily to a particular Livingston Lakes Condominium or more than one but not all of the Livingston Lakes Condominiums or to all of the Livingston Lakes Condominiums, the Association as a whole or the Association Property, shall be determined solely by the Board.

#### 4.4 Majority Vote.

- (a) The acts approved by a majority of the Voting Interests present in person or by proxy at a duly called meeting of the Members shall be binding upon all Members for all purposes on matters pertaining primarily to all of the Livingston Lakes Condominiums, the Association as a whole or the Association Property, except where otherwise provided by law, the applicable Livingston Lakes Condominium Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the applicable Livingston Lakes Condominium Declaration, the term "majority of the Voting Interests" shall mean a majority of the votes entitled to be cast by the Voting Members present in person or by proxy and voting at a duly called meeting of the Members. It does not mean a majority of the Voting Members themselves, or majority of the Units, or majority of the Unit Owners, or a majority of the total Voting Interests entitled to be cast by all Voting Members. Similarly, if some greater percentage of Voting Interests is required herein or in the applicable Livingston Lakes

Condominium Declaration or Articles, it shall mean such greater percentage of the votes entitled to be cast by the Voting Members present in person or by proxy and voting at a duly called meeting of the Members and shall not refer to the number of Members themselves, or of the Unit Owners or of the total Voting Interests entitled to be cast by all Voting Members.

- (b) The acts approved by a majority of the Voting Interests of the Class Members present in person or by proxy at a duly called meeting of the Class composed of the Unit Owners in that particular Livingston Lakes Condominium shall be binding on all of the Class Members in such Livingston Lakes Condominium, except where otherwise provided by law, the applicable Livingston Lakes Condominium Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the applicable Livingston Lakes Condominium Declaration, the term "majority of the Voting Interests of the Class Members" shall mean a majority of the votes entitled to be cast by the Voting Members in the applicable Class present in person or by proxy and voting at a duly called meeting of the Class composed of the Unit Owners in such Livingston Lakes Condominium. The term does not mean a majority of the Voting Members in such Class, or majority of the Units in such Class, or a majority of the total votes entitled to be cast by all Voting Members for such Class. Similarly, if some greater percentage of the Class Members is required herein or in the applicable Livingston Lakes Condominium Declaration or Articles, it shall mean such greater percentage of the votes entitled to be cast by the Voting Members in the applicable Class present in person or by proxy and voting at a duly called meeting of the Class and shall not mean such greater percentage of the Members for such Class themselves, or such greater percentage of the Units in such Class, or such greater percentage of the total votes entitled to be cast by all Voting Members in such Class.

- 4.5 Roster of Owners, Addresses and Voting Members. Each Owner shall deliver to the Association a copy of the deed or other evidence of ownership of his or her Unit. Based on this information, the Association shall maintain a roster of Owners, their Unit numbers, addresses, telephone numbers and electronic mail address, if known, and the Voting Member, if any, designated by the Owner or entitled to vote for such Owner pursuant to the terms of these Bylaws. The Association may rely upon the accuracy of such information for all purposes until notified in writing of any changes in the identity of the Member or Member's address. However, if a Unit is owned by more than one person, the Association shall provide notice for meetings and all other purposes initially to the address that the Developer identified for that purpose, and thereafter to the one address provided for that purpose by one or more of the Owners of the Unit to the Association in writing. If no address is provided or if the Owners of the Unit do not agree, notice shall be sent to the address for the Unit at the Condominium Property. Regardless of the number of owners of a Unit, the Association is only obligated to provide notices, ballots and proxies to one address per Unit.
- 4.6 Fixing Record Date. For the purpose of determining the identity and address of each Member, Class Member or Voting Member entitled to notice of or to vote at



any meeting of Members or a Class, or in order to make a determination of the Member, Class Member or Voting Member for any other purpose, the Board of Directors shall fix in advance a date as the record date for such determination ("Record Date"). The Record Date shall not be more than seventy (70) days prior to the date on which the particular action of the Member, Class Member or Voting Member is to be taken. When the identity and address of a Member, Class Member or Voting Member entitled to vote at any meeting has been determined as provided in this Section, such determination shall apply to any adjournment thereof, unless the Board of Directors fixes a new Record Date for the adjourned meeting which it must do if the meeting is more than ninety (90) days after the date fixed for the original meeting.

- (a) Notice to a Member, Class Member or Voting Member (as applicable) as of the Record Date unless the Association receives written notice of any change in the identity or address of the Member, Class Member or Voting Member at least five (5) days prior to the mailing, delivery or electronic transmission of the notice of the subject meeting.
- (b) A ballot submitted by a Member, Class Member or Voting Member (as applicable) as of the Record Date shall be effective as to such Unit unless the Association receives written notice of any change in the identity or address of the Member, Class Member or Voting Member prior to the Association's receipt of any ballot for the election of Director(s) for such Unit.
- (c) A proxy submitted by the Member, Class Member or Voting Member (as applicable) as of the Record Date shall be effective as to such Unit unless the Association receives written notice of any change in the identity and address of a Member, Class Member or Voting Member prior to the meeting for which the proxy is intended and the replacement Member, Class Member or Voting Member submits a new proxy or is present in person at the meeting.

#### 4.7 Voting Members.

- (a) Determination of Voting Member. The record ownership of each Unit shall be established by reference to the membership roster as of the Record Date for purposes of determining the Voting Member with respect to that Unit. If a Unit is owned by one person and the Member or Class Member has not filed a certificate designating another person as his Voting Member, the presence (in person or by proxy) of the Member or Class Member at a meeting shall be considered to be the presence of a Voting Member for purposes of determining whether a quorum has been attained at the meeting. If a Unit is owned by more than one person and the co-Owners (including spouses) have elected not to file a certificate designating one of them or another person as a Voting Member, the presence (in person or by proxy) of any one or more of them at a meeting of the Members or a Class shall be considered to be the presence of a Voting Member for purposes of determining whether a quorum has been attained at the meeting. If more than one of them are present (in person

or by proxy), the vote of any one of them on any given issue voted upon at that meeting shall be considered the vote of a single Voting Member; provided, however, if a dispute arises between the co-Owners as to how the vote shall be cast, they shall lose the right to cast their vote on the matter being voted upon, but their vote shall be continued to be counted for the purpose of determining the existence of a quorum. If a Unit is owned by a corporation, limited liability company, general partnership, limited partnership, trust, other entity or a trustee, the Voting Member shall be designated by a certificate signed by an appropriate officer, partner, manager, member, trustee or other authorized officer or representative of the entity and filed with the Association. The certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the Voting Member for a Unit may be revoked by any record owner of an undivided interest in the Unit. The person designated as the Voting Member need not be a Member or Class Member.

- (b) Failure to File Certificate Designating the Voting Member. Members or Class Members (other than the Developer) who were required but failed to file a certificate as provided in Section 4.7(a) shall not be considered Voting Members for purposes of determining whether a quorum has been attained at the meeting, nor shall such Members or Class Members be permitted to vote at meetings of Members or the Class on any issue.

- 4.8 Electronic Transmissions of Notices. Whenever the term "electronic transmission," "electronically transmit," "electronic notice" or terms of similar import is used in these Bylaws, the Articles or any Livingston Lakes Condominium Declaration, it shall refer to any form of communication not directly involving the physical transmission of paper, but which may be directly reproduced to paper, in a comprehensible and legible form. If and to the extent permitted by law, the Association shall be entitled to electronically transmit notices, proxies, ballots and other communications to any Member who consents in writing to accept electronic notices. Such consent may be revoked at the discretion of the Member. Electronic notice addresses must be maintained among the official records of the Association, and are to be removed from the official records when permission to receive electronic notices is revoked by the Member.

## 5. Meetings.

- 5.1 Annual Meeting. The annual meeting of the Members shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the annual meeting shall be, except as provided herein to the contrary, to elect Directors, to transact any other business authorized to be transacted by the Voting Members, or as stated in the notice of the meeting. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of December following the year in which the Declaration is recorded in the Public Records of the County.

5.2 Special Meetings. Special meetings of the Members shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from Members holding at least twenty (20%) percent of the Voting Interests of the Members. Special meetings may also be called by Members in the manner provided for in the Act. Special meetings of a Class shall be held at such places as provided herein for annual meetings, and may be called by the President or by the Director elected by or designated for such Class, and must be called by the President or Secretary upon receipt of a written request from Class Members holding at least twenty (20%) percent of the Voting Interests of the Class. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Notwithstanding the foregoing: (i) as to special meetings regarding the adoption of the estimated operating budgets for Association Expenses and Condominium Common Expenses, reference should be made to Section 12.1(c)(iii) of these Bylaws; and (ii) as to special meetings regarding recall of Board members, reference should be made to Section 6.4 of these Bylaws.

5.3 Participation by Members. Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Members, Class Members and Voting Members shall have the right to speak at the annual and special meetings of the Members or a Class, at committee meetings and at Board meetings with reference to all designated agenda items. A Member, Class Member or Voting Member does not have the right to speak with respect to items not specifically designated on the agenda; provided, however, that the Board may permit a Member, Class Member or Voting Member to speak on such items in its discretion. Every Member, Class Member or Voting Member who desires to speak at a meeting, may do so, provided that the Member, Class Member or Voting Member has filed a written request with the Secretary of the Association prior to the scheduled time for commencement of the meeting. Unless waived by the chairman of the meeting (which may be done in the chairman's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers), all Members, Class Members and Voting Member speaking at a meeting shall be limited to a maximum of three (3) minutes per speaker.

Any Member, Class Member or Voting Member may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board:

- (a) The only audio and video equipment and devices authorized for use at any such meeting is equipment which does not produce distracting sound, light or heat emissions;
- (b) Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting.
- (c) Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording; and

- (d) At least 24 hours prior written notice shall be given to the Secretary of the Association by any Member, Class Member or Voting Member desiring to make an audio or video taping of the meeting.

- 5.4 Notice of Meeting; Waiver of Notice. Notice of a meeting (annual or special) of the Members or a meeting of a Class, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Association Property and the Condominium Property of each Livingston Lakes Condominium. The notice of the annual or special meeting shall be hand delivered, sent by regular mail or electronically transmitted to the Member or Class Member, as applicable, at the address in the Association's roster of Members unless the Member or Class Member, as applicable, waives in writing the right to receive notice of the meeting. If a Voting Member has been designated in a written voting certificate filed with the Association, then the delivery, mailing or electronic transmission shall be to the address of the Voting Member for the Unit as it appears on the roster of Members and Class Members. The posting and mailing, delivery or electronic transmission of the notice for either special or annual meetings, which notice shall identify the agenda items, shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. The Board shall adopt by rule, and give notice to the Members, Class Members, or Voting Members, as applicable, of a specific location on the Condominium Property of each Livingston Lakes Condominium on which all notices of meetings of Members or a Class shall be posted.

Notice of specific meetings may be waived before or after the meeting. The attendance of any Member, Class Member or Voting Member authorized to vote for such Unit Owner, either in person or by proxy, shall constitute waiver of notice of such meeting by the Member or Class Member, as applicable, and waiver of all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when her (or her authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association, manager or other person providing notice of the meeting shall furnish a United States Postal Service certificate of mailing or an affidavit of delivery or electronic transmission to be included in the official records of the Association, affirming that notices of meetings were posted and mailed, hand delivered or electronically transmitted in accordance with this Section and Section 718.112(2)(d) of the Act to each Member, Class Member or Voting Member, as applicable, at the appropriate address for such Member, Class Member or Voting Member. No other proof of notice of a meeting shall be required.

- 5.5 Quorum. A quorum of Members shall be attained by the presence, either in person or by proxy (limited or general), of Members entitled to cast at least thirty (30%) percent of the Voting Interests of the Members. A quorum of Class Members shall be attained by the presence, either in person or by proxy (limited or general), of Class Members entitled to cast at least thirty (30%) percent of the

Voting Interests of the Class. No action shall be taken or decisions made at any meeting of the Members which will materially and adversely affect the rights and privileges of any Class unless such action is approved by not less than a majority of the Voting Interests of the Class Members, present in person or by proxy at a duly called meeting of the Class for such Livingston Lake Condominium

- 5.6 Proxies. Votes to be cast at meetings of the Members or a Class may be cast in person or by proxy. A proxy may be given by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary of the Association before the appointed time of the meeting. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. There shall be no limitation on the number of proxies which may be held by any person (including a designee of the Developer). The holder of a proxy need not be a Member, Class Member or Voting Member. If a proxy so provides, any proxy holder may appoint, in writing, a substitute to act in the proxy holder's place. If such provision is not made, substitution is not permitted.
- 5.7 Adjourned Meetings. If any proposed meeting of the Members or a Class cannot be organized because a quorum has not been attained, the Voting Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.
- 5.8 Order of Business. If a quorum has been attained, the order of business at annual meetings of the Members, and, if applicable, at other meetings of the Members, shall be:
- (a) Call to order by President and collection of ballots not previously cast;
  - (b) Proof of notice of the meeting or waiver of notice;
  - (c) Appointment of inspectors of election;
  - (d) Counting of ballots for election of Directors and counting of proxies;
  - (e) Reading of minutes;
  - (f) Reports of officers;
  - (g) Reports of committees;

- (h) Unfinished business;
- (i) New business;
- (j) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

5.9 Minutes of Meeting. The minutes of all meetings of Members or a Class shall be kept in a book available for inspection by Members or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

5.10 Action Without A Meeting. Notwithstanding anything to the contrary herein, to the extent lawful, any action required or which may be taken at any annual or special meeting of the Members, may be taken without a meeting, without prior notice and without a vote if a written consent setting forth the proposed action is signed by Voting Members having not less than the minimum number of Voting Interests that would be necessary to authorize such action at a meeting of Members at which all Voting Members entitled to vote were present and voted. So too, any action required or which may be taken at any meeting of a Class, may be taken without a meeting, without prior notice and without a vote if a written consent, setting forth the proposed action is signed by Voting Members having not less than the minimum number of Voting Interests that would be necessary to authorize such action at a meeting of the Class at which all Voting Members for such Class entitled to vote were present and voted.

In order to be effective, the action of the Members or Class Members, as applicable, must be evidenced by one or more written consents describing the proposed action, dated and signed by Voting Members having the requisite number of Voting Interests and entitled to vote on such action, and delivered to the Secretary of the Association or other authorized agent of the Association. The written consents are not effective to take the proposed action unless they are signed by Voting Members having the minimum number of Voting Interests necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and delivered to the Association as described above. Any written consent may be revoked prior to the date the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Secretary of the Association, or other authorized agent of the Association. Within ten (10) days after obtaining the requisite number of written consents, notice must be given to all Members, Class Members or Voting Members, as applicable. The notice shall fairly summarize the material features of the authorized action. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document.

5.11 Emergency Powers. In the event of an "emergency" as defined in Section 5.11(g) below, the Board of Directors of the Association may exercise the emergency powers described in this Section, and any other emergency powers authorized

by Sections 617.0207 and 617.0303, Florida Statutes, as amended from time to time.

- (a) The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.
- (b) The Board may relocate the principal office, or designate alternative principal offices, or authorize the officers to do so.
- (c) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any reasonable manner, including electronic mail, text messages, telephone, publication or radio. The Director or Directors in attendance at such meeting shall constitute a quorum.
- (d) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association and shall have the rebuttable presumption of being reasonable and necessary.
- (e) Any officer, Director, or employee of the Association acting with a reasonable belief that his or her actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.
- (f) The provisions of these emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- (g) An "emergency" exists for purposes of this Section during the time a quorum of the Association's Directors cannot readily be assembled because of a catastrophic event, such as a hurricane, tornado, earthquake, act of war or terrorism, or other such occurrence. An "emergency" also exists during any period of time that local civil authorities have declared that a state of emergency exists in, or have ordered evacuation of, the area in which the Association Property is located. A determination by any two (2) Directors, or by the President, that an emergency exists shall be presumed valid.

## 6. Directors.

- 6.1 Membership; Qualifications. The affairs of the Association shall be governed by a Board of not less than three (3) Directors. Initially, the Board of Directors shall be composed of three (3) persons appointed by the Developer. At such time as the Members other than the Developer are entitled to elect one-third of the Directors, one (1) Developer appointed Director shall resign from the Board simultaneously with the election of a Director by the Members other than the Developer. However, the Developer shall be entitled to appoint the remaining two (2) Directors on the Board. Commencing with the election at which the

Developer transfers of control of the Association to the Members other than the Developer, the Board of Directors shall be composed of one (1) Director for each Class together with a Director designated by the Developer so long as the Developer is entitled to representation on the Board pursuant to Section 718.301(1)(e) of the Act. In the event a Livingston Lake Condominium is created after the Developer has transferred control of the Association, then the Developer shall appoint a Director for the Class to serve until the Class elects a Director at the next annual meeting. If, during any period after the Developer transfers control of the Association, there is an even number of Classes, the Board shall be expanded to include one (1) "at large" Director elected by the Voting Members of all Classes entitled to vote. At such time as the "at large" seat is no longer necessary because there is an odd number of Classes, the "at large" Director shall be required to resign immediately. Directors must be natural persons who are 18 years of age or older. A Director is required to be a Member, Class Member or Voting Member. Directors may not vote at Board meetings by proxy or by secret ballot. Co-owners of a Unit may not serve as members of the Board of Directors at the same time unless they own more than one Unit or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of the vacancy. A person who has been suspended or removed by the Florida Division of Condominiums, Timeshares and Mobile Homes under the Act, or who is delinquent in the payment of any monetary obligation due to the Association, is not eligible to be a candidate for Board membership and may not be listed on the ballot. A person who has been convicted of any felony in this state or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, is not eligible for Board membership unless such felon's civil rights have been restored for at least five (5) years as of the date such person seeks election to the Board. The validity of an action by the Board is not affected if it is later determined that the Director was not eligible for Board membership due to having been convicted of a felony.

- 6.2 Entity Members. In the event a Unit Owner is a corporation, limited liability company, partnership, trust, or other legal entity that is not a natural person, then any natural person who is an officer, director, partners, member, manager, managing member or other designated agent or representative of such entity or trustee, beneficiary or other designated agent or representative of such trust, shall be eligible to represent such entity or trust in the affairs of the Association, including, without limitation, serving on the Board of Directors of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity or trust that is the Owner, and termination of the person's relationship with the Association will create a vacancy in any elected or appointed position within the Association in which such person may have been serving and such vacancy will be filled in accordance with these Bylaws.
- 6.3 Election of Directors. Except as provided herein to the contrary, election of Directors shall be held at the annual meeting of the Members. Not less than sixty (60) days prior to a scheduled election, the Association shall mail, deliver or electronically transmit to each Member, a first notice of the date of the scheduled election. Any person desiring to be a candidate for the Board shall give written



notice to the Association not less than forty (40) days prior to the scheduled election. Not less than fourteen (14) days or more than thirty-four (34) days prior to the scheduled election meeting, the Association shall then mail, deliver or electronically transmit a second notice of the meeting to all Members, together with a list of all candidates for Directors for the applicable Class and all candidates for the "at large" Director, if applicable. Upon timely request of a candidate, the Association shall include an information sheet, no larger than 8-1/2 inches by 11 inches furnished by the candidate, to be included with the mailing, delivery or electronically transmission of the ballot, with the costs thereof to be borne by the Association. A candidate's information sheet shall be submitted to the Association not less than thirty-five (35) days before the scheduled election.

The election of Directors shall be by written ballot or voting machine. There is no quorum requirement; however, Class Members entitled to cast at least twenty (20%) percent of the Voting Interests of the Class must have cast ballots in the election of the Director for such Class. In the event of an election of an "at large" Director, Members entitled to cast at least twenty (20%) percent of the Voting Interests of the Members must have cast ballots in the election of the "at large" Director. The election of a Director for a particular Class shall be decided by a plurality of the votes cast by those Class Members entitled to vote for the applicable Class. If applicable, the election of the "at large" Director shall be decided by a plurality of the votes cast by the Members entitled to vote. There shall be no cumulative voting.

Notwithstanding the provisions of this Section 6.3, an election is not required for any Director position unless more than one candidate has filed a notice of intent to run. If there is only one candidate for a position, then such candidate for the Director position for applicable Class or for the "at large" seat shall become a member of the Board effective upon the adjournment of the annual meeting.

#### 6.4 Vacancies and Removal.

- (a) Any Director elected by a Class (other than Directors elected or appointed by the Developer) may be recalled and removed only by such Class, with or without cause, in the manner provided in the Act and these Bylaws. For example, a Director elected by the Class of Carriage Homes Condominium's Voting Interests may only be recalled or removed by a majority of the Voting Interests of the Class Members for Carriage Homes Condominium. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose in the manner provided in the Act. Except as to vacancies resulting from recall or removal of a Director for a Class (as addressed in subsection (b) below), vacancies in the Board of Directors occurring between annual meetings of the Members shall be filled by a majority vote of the remaining Directors at any Board meeting for any vacancy in the "at large" Director position and by the Class Members in an election to fill the vacancy for any Director elected by the applicable Class. All vacancies for any Directors appointed by the Developer pursuant to the provisions of Section 6.16 shall be filled by the Developer without the necessity of any meeting.

- (b) If the Director for a particular Class is removed by recall, the vacancy shall be filled in accordance with Rule 61B-23.0027 (if at a meeting) or with Rule 61B-23.0028 (if by written agreement) of the Florida Administrative Code by the Class Members entitled to elect the Director so removed; provided further that a Director who has been recalled by the Class Members may not be appointed to fill the vacancy created by his or her removal; and further provided that after the Developer transfers control of the Board, but during the time that both the Developer and Members other than the Developer have representation on the Board of Directors pursuant to Section 718.301(1)(e) of the Act, the Developer-appointed Directors may not vote on selecting the other members of the Board of Directors. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of the seat being filled.
- (c) The Directors elected or appointed by the Developer shall be subject to removal by the Developer without the necessity of any meeting.
- (d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of Directors in accordance with these Bylaws, any Member may apply to the Circuit Court within whose jurisdiction the Livingston Lakes Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Member shall mail to the Association and post in a conspicuous place on the Association Property and on the Condominium Property of each Livingston Lakes Condominium a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

6.5 Term. Prior to the date the Developer transfers control of the Association, the term of each Director's service shall extend until the next annual meeting of the Members and subsequently until the Director's successor is appointed or elected and has taken office, or until the Director is removed in the manner elsewhere provided. At the first election of Directors after the Developer has transferred control of the Board where the Members other than the Developer are entitled to elect a majority of the Directors, Directors shall be elected for staggered terms as follows:

- (a) As to any vacancies for Directors elected by a Class, the two (2) Directors elected with the highest and second highest percentage of votes by their respective Class Members shall have a term of two (2) years.

- (b) Any remaining vacancies for a Director elected by a Class, the Director(s) elected with the next highest percentage of votes by their respective Class Members shall have a term of one (1) year.
- (c) Any Director elected by the Members to "at large" seat shall have a term of one (1) year.

At each subsequent election, the term of each Director's service shall commence at the Director's election and extend until the later of the second annual meeting of the Members thereafter or until such Director's successor is duly elected and has taken office, unless the Director is removed in the manner elsewhere provided. Any person serving as a Director may be re-elected, and there shall be no limit on the number of terms during which he or she may serve. In the event that an annual meeting is not held, or Directors are not then elected or the election is required before the annual meeting, then Directors may be elected at a special meeting of the Members held for that purpose. Any Director designated by the Developer shall serve at the pleasure of the Developer and may be removed and replaced by the Developer at any time.

- 6.6 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within fifteen (15) days after their election or appointment. The Directors shall receive at least three (3) days advance notice thereof, stating the time and place of the meeting.
- 6.7 Meetings. Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, hand delivery, telephone or electronic transmission and shall be transmitted at least three (3) days prior to the meeting. Meetings of the Board of Directors at which a quorum of the Members is present shall be open to all Members. A Director may participate in a meeting by means of telephone, real-time videoconferencing, or similar real-time electronic or video communication, and the Director's participation counts toward a quorum, and the Director may vote as if physically present. A speaker or other amplification device must be used so that the conversation of each Director may be heard by the other Directors attending in person as well as by any Members present at a meeting. Members of the Board may use electronic mail as a means of communication but may not cast a vote on an Association matter by electronic mail.

Any Member may tape record or videotape meetings of the Board, in accordance with the rules adopted by the Board. The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Member statements. Adequate notice of such meetings, which notice shall specifically identify the agenda items, shall be posted conspicuously on the Association Property and on the Condominium Property of each Livingston Lakes Condominium at least forty-eight (48) continuous hours preceding the meeting, except in the event of an emergency. Notwithstanding the foregoing, written notice of any meeting of the Board at which nonemergency Special Assessments, or at which amendment to rules regarding Unit use will be

proposed, discussed or approved, shall be mailed, delivered or electronically transmitted to all Members and posted conspicuously on the Association Property and on the Condominium Property of each Livingston Lakes Condominium not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) continuous day notice shall be made by an affidavit executed by the Secretary of the Association and filed among the official records of the Association. The Board shall adopt by rule, and give notice to the Members of the specific location on the Association Property and on the Condominium Property of each Livingston Lakes Condominium where all notices of Board meetings shall be posted. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors or where required by the Act.

- 6.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a Director states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully noticed or convened.
- 6.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by these Bylaws, the Articles or the applicable Livingston Lakes Condominium Declaration. Notwithstanding anything in the foregoing to the contrary, no action shall be taken or decisions made at any meeting of the Board of Directors which will materially, adversely affect the rights and privileges of any Class unless such action is approved by the Director elected by such Class Members.
- 6.10 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted as long as notice of such business to be conducted at the rescheduled meeting is given, if required (e.g., with respect to budget adoption).
- 6.11 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum.

- 6.12 Presiding Officer. The presiding officer at the Directors' meeting shall be the President (who may, however, designate any other Director or officer to preside).
- 6.13 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- (a) Proof of due notice of meeting;
  - (b) Reading and disposal of any unapproved minutes;
  - (c) Reports of officers and committees;
  - (d) Election of officers;
  - (e) Unfinished business;
  - (f) New business;
  - (g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

- 6.14 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members, their authorized representatives and Board members at any reasonable time. The vote or abstention of each Director on each issue voted on by the Board at a meeting shall be reflected in the minutes of such meeting. The Association shall retain these minutes for a period of not less than seven (7) years.
- 6.15 Committees. The Board may by resolution also create Committees and appoint persons to such Committees and vest in such Committees such powers and responsibilities as the Board shall deem advisable.
- 6.16 Transition in Control. Notwithstanding anything to the contrary contained in this Article 6 or otherwise, the Board shall consist of three (3) Directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Members other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association. When Members other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Members other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors (i.e. one Director).

Members other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors: (1) three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to Unit Owners other than the Developer; (2) three months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to Unit Owners other than the Developer; (3) when all of the Units that will be operated ultimately by the Association have been completed,

some of them have been conveyed to Unit Owners other than the Developer and none of the others are being offered for sale by the Developer in the ordinary course of business; (4) when some of the Units have been conveyed to Unit Owners other than the Developer, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; (5) to the extent allowed by the United States Bankruptcy Code, when the Developer files a petition seeking protection in bankruptcy; (6) when a receiver for the Developer is appointed by a circuit court and is not discharged within thirty (30) days after such appointment, unless the court determines within thirty (30) days after appointment of the receiver that transfer of control would be detrimental to the Association or the Members; or (7) seven (7) years after the date of the recording of the certificate of a surveyor and mapper pursuant to Section 718.104(4)(e) of the Act or the recording of an instrument that transfers title to a Unit which is not accompanied by a recorded assignment of Developer rights in favor of the grantee of such Unit, whichever occurs first, for the first condominium it operates.

The Developer may transfer control of the Association to Members other than the Developer prior to such dates in its sole discretion by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Members other than the Developer to elect Directors and assume control of the Association. Provided the Developer gives the Members not less than sixty-five (65) days' notice of its decision to cause its appointees to resign, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Members other than the Developer refuse or fail to assume control of the Association.

The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer has the authority to do so under the Act.

Within seventy-five (75) days after the Members other than the Developer are entitled to elect a member or members of the Board of Directors, or sooner if the Developer has elected to accelerate such event, the Association shall call and give not less than sixty (60) days' notice of an election for the member or members of the Board of Directors. The notice may be given by any Member if the Association fails to do so.

At the time the Members other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall transfer control of the Association and such Members shall accept control. At that time (except as to audit referred to in Subsection 6.16(g), which may be ninety (90) days thereafter) Developer shall deliver to the Association all property of the Association held or controlled by the Developer and the official records of the Association, at Developer's expense, including, but not limited to, the following items, if applicable to the Association or any Livingston Lakes Condominium:

- (a) The original or a photocopy of the recorded Declaration of Condominium for each Livingston Lakes Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a

complete copy of the actual recorded Livingston Lakes Condominium Declarations.

- (b) A certified copy of the Articles of the Association.
- (c) A copy of the Bylaws of the Association.
- (d) The minute book, including all minutes of Members meetings, Class meetings and Board of Directors meetings, and other books and records of the Association.
- (e) All Rules and Regulations which have been adopted.
- (f) Resignations of resigning officers and Directors who were appointed by the Developer.
- (g) The financial records, including financial statements, of the Association, and source documents from the incorporation of the Association through the date of the turnover. The financial records shall also account for the income and expenses of the Association and of each of the Livingston Lakes Condominiums. The records shall be audited for the period from the incorporation of the Association or from the period covered by the last audit, if applicable, by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted auditing standards, as prescribed by the Florida Board of Accountancy. The accountant performing the audit shall examine to the extent necessary (x) supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes, and (y) billings, cash receipts and related records to determine that the Developer was charged and paid the proper amounts of Assessments or in the event the Developer guaranteed the level of Assessments, that the Developer paid (i) the Condominium Common Expenses incurred during the guarantee period(s) not produced by the Annual Assessments for Condominium Common Expenses at the guaranteed level receivable from other Unit Owners for the applicable guarantee period; and (ii) the Association Expenses of the Condominium incurred during the guarantee period(s) not produced by the Annual Assessments for Association Expenses at the guaranteed level receivable from other Unit Owners for the applicable guarantee period.
- (h) Association funds or the control thereof.
- (i) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements of any Livingston Lakes Condominium, and an inventory of such property.
- (j) A copy of the plans and specifications utilized in the construction of the improvements to the Association Property and the Condominium Property of each Livingston Lakes Condominium and the supplying of equipment,

and for the construction and installation of all mechanical components serving the site and improvements to the Association Property and the Condominium Property of each Livingston Lakes Condominium, together with a certificate in affidavit form of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of his or her knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Association Property and the Condominium Property of each Livingston Lakes Condominium and the construction and installation of the mechanical components serving the Association Property and the Condominium Property of each Livingston Lakes Condominium.

- (k) A list of the names and addresses of all contractors, subcontractors and suppliers, of which Developer had knowledge at any time in the development of the Association Property and the Condominium Property of each Livingston Lakes Condominium, utilized in the construction or remodeling of the improvements and the landscaping of the Association Property and/or the Condominium Property of each Livingston Lakes Condominium.
- (l) Insurance policies for the Association Property and the Common Elements of each Livingston Lakes Condominium.
- (m) Copies of any certificates of occupancy which may have been issued for the Association Property and the Condominium Property of each Livingston Lakes Condominium.
- (n) Any other permits issued by governmental bodies applicable to the Association Property and the Condominium Property of each Livingston Lakes Condominium in force or issued within one (1) year prior to the date the Developer transfers control of the Association.
- (o) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.
- (p) A roster of Members and their addresses and telephone numbers and electronic mail addresses, if known, as shown on the Developer's records.
- (q) Leases of the Association Property, the Common Elements of any Livingston Lakes Condominium and/or other leases to which the Association is a party, if applicable.
- (r) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Members have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.
- (s) All other contracts to which the Association is a party.



- (t) A turnover inspection report included in the official records, under seal of an architect or engineer authorized to practice in Florida, attesting to required maintenance, useful life and replacement costs of the following components whether located in the Association Property or the Common Elements of a Livingston Lakes Condominium:

1. Roof.
2. Structure.
3. Fireproofing and fire protection systems.
4. Elevators (if applicable).
5. Heating and cooling systems.
6. Plumbing.
7. Electrical systems.
8. Swimming pool or spa and equipment.
9. Seawalls (if applicable).
10. Pavement and parking areas.
11. Drainage systems.
12. Painting.
13. Irrigation systems.

- (u) A copy of the certificate of a surveyor and mapper recorded pursuant to Section 718.104(4)(e), Florida Statutes, or the recorded instrument that transfers title to the first Unit in each Livingston Lakes Condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such Unit, whichever occurred first.

## 7. Authority of the Board.

7.1 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and each Livingston Lakes Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the applicable Livingston Lakes Condominium Declaration, the Articles or these Bylaws may not be delegated to the Board of Directors by the Members. The powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

- (a) Owning, operating, managing, maintaining, repairing, replacing, insuring, protecting and improving the Association Property.
- (b) Operating, managing, maintaining, repairing, replacing, insuring, protecting and improving the Condominium Property of each Livingston Lakes Condominium in accordance with the provisions of the applicable Livingston Lakes Condominium Declaration.
- (c) Employing and dismissing the personnel necessary for the maintenance and operation of the Association Property and the Common Elements of each Livingston Lakes Condominium.
- (d) Adopting and amending Rules and Regulations concerning the details of the operation and use of the Association Property and the Condominium

Property of each Livingston Lakes Condominium, subject to a right of the Members to overrule the Board as provided in Article 16 hereof.

- (e) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- (f) Purchasing, leasing or otherwise acquiring title to, or an interest in, property in the name of the Association, or its designee, for the use and benefit of its Members. The power to acquire personal property shall be exercised by the Board and the power to acquire real property shall be exercised as described herein and in the Declaration.
- (g) Purchasing, leasing or otherwise acquiring Units or other property, including, without limitation, Units at foreclosure or other judicial sales, all in the name of the Association or its designee.
- (h) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased by the Association or its designee.
- (i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to, leasing or subleasing Units or other property.
- (j) Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Act and each Livingston Lakes Condominium Documents and acquiring insurance to insure the Association Property and Condominium Property of each Livingston Lakes Condominium and allocating the premiums therefor in a fair and equitable manner.
- (k) To make, levy, collect and enforce Assessments and special charges and any other charges and/or fees against Members as provided in the applicable Livingston Lakes Condominium Documents, in order to provide funds to pay for the Association Expenses, the Condominium Common Expenses of each Livingston Lakes Condominium, other Common Expenses and other expenses in the manner provided in the applicable Livingston Lakes Condominium Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association.
- (l) Enforcing by legal means the provisions of the applicable Livingston Lakes Condominium Documents and the Act.
- (m) Making repairs, additions, improvements to, or alterations of, Association Property and Condominium Property of each Livingston Lakes Condominium in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (n) Enforcing obligations of the Members and allocating income and expenses and taking such other actions as shall be deemed necessary

and proper for the sound management of the Association, Association Property and Condominium Property of each Livingston Lakes Condominium.

- (o) Levying fines for violations of the Rules and Regulations established by the Association to govern the conduct of Members and their occupants, guests, invitees, tenants and employees according to the provisions of Article 17.
- (p) Borrowing money, executing promissory notes and other evidences of indebtedness and giving as security therefor mortgages and security interests in property owned by the Association and/or a collateral assignment of the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan. Borrowing money, executing promissory notes and other evidences of indebtedness to obtain such financing as is necessary to maintain, repair and replace the Condominium Property of any Livingston Lakes Condominium in accordance with the applicable Livingston Lakes Condominium Declaration and the Act and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.
- (q) Entering into agreements to acquire possessory or use interests in real property and to provide therein that the expenses of such real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Association Expenses
- (r) Subject to the provisions of Section 7.2 below, employing personnel and retaining independent contractors and professional personnel and contracting for the management, maintenance and operation of the Association, Association Property and Condominium Property of each Livingston Lakes Condominium, delegating to the manager (who may be an affiliate of the Developer) such functions of the Board as may lawfully be delegated and authorizing a manager to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of the Rules and Regulations, and maintenance, repair, and replacement of the Association Property and Condominium Property of each Livingston Lakes Condominium with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the applicable Livingston Lakes Condominium Declaration, the Articles, these Bylaws and the Act, including, but not limited to, the assessing of Assessments, promulgation of Rules and Regulations and execution of contracts on behalf of the Association. Subject to the provisions of Section 7.2 below, the manager may contract with affiliates of the manager or the Developer.
- (s) At its discretion, but within the parameters of the Act, authorizing Members or other persons to use portions of the Common Elements of

each Livingston Lakes Condominium or Association Property for private use and imposing reasonable charges for such private use.

- (t) Paying costs of all electric, water, sewer, telephone, telecommunications, other utilities or services rendered to the Association Property or Condominium Property of any Livingston Lakes Condominium administered by the Association and not billed directly to the Members.
- (u) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these Bylaws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida not for profit corporation.

7.2 Contracts. Any contract which is not to be fully performed within one (1) year from the making thereof, for the purchase, lease or renting of materials or equipment to be used by the Association in accomplishing its purposes, and all contracts for the provision of services, shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association on behalf of any Condominium operated by the Association in the aggregate that exceeds five (5%) percent of the total annual budget of the Association, including reserves, the Association shall obtain competitive bids for the materials, equipment, or services. Nothing contained herein shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association and contracts for the services of attorneys, accountants, architects, Association managers, engineers, or landscape architects shall not be subject to the provisions hereof. Further, nothing contained herein is intended to limit the ability of the Association to obtain needed products and services in an emergency; nor shall the provisions hereof apply if the business entity with which the Association desires to contract is the only source of supply within the County.

## 8. Officers.

- 8.1 Executive Officers. The executive officers of the Association shall be a President, a Vice President, a Treasurer and a Secretary, all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by the vote of a majority of all of the Directors. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Members, Class Members or Voting Members.
- 8.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 8.3 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. The Vice President also shall assist the President and exercise such other powers and

perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.

- 8.4 Secretary. The Secretary shall keep or cause to be kept the minutes of all proceedings of the Directors and the Members, Class Members or Voting Members. The Secretary shall attend to the giving of all notices to the Members, Class Members, Voting Members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. The Secretary shall keep or cause to be kept the records of the Association, except those maintained by the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.
- 8.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep or cause to be kept books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.
- 8.6 Developer Appointees. No officer appointed by the Developer may be removed except by the Developer or as provided in Section 6.16 hereof and by law after the Developer transfers control of the Association.
- 8.7 Qualifications. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the same person shall not hold offices of President and Vice President, nor shall the same person hold the offices of President and Secretary.
9. Fiduciary Duty. The officers and Directors of the Association, as well as any manager employed or engaged by the Association, have a fiduciary relationship to the Association and Members. No officer, Director or manager shall solicit, offer to accept, or accept anything or service of value for which consideration has not been provided for his own benefit or that of his immediate family from any person providing or proposing to provide goods or services to the Association. Any such officer, Director or manager who knowingly so solicits, offers to accept or accepts anything or service of value shall, in addition to all other rights and remedies of the Association and Members, be subject to a civil penalty in accordance with the Act. Notwithstanding the foregoing, this Article shall not prohibit an officer, Director or manager from accepting services or items received in connection with trade fairs or education programs.
10. Compensation. Neither Directors nor officers shall receive compensation for their services as such without the prior approval of a majority of the Voting Interests of the Members. This provision shall not preclude the Board of Directors from employing a

Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Association or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

11. Resignations. Any Director or officer may resign his or her post at any time by written resignation delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective.
12. Fiscal Management. The provisions for fiscal management of the Association set forth in each Livingston Lakes Condominium Declaration and Articles are supplemented by the following provisions:

12.1 Budget.

- (a) Preparation of Budgets. The Board of Directors shall from time to time, but at least annually, prepare and adopt proposed annual budgets consisting of the following components:
  - (i) a budget for the Association Expenses which shall include all anticipated expenses for the operation and administration of the Association and for the ownership, operation, management, maintenance, repair, replacement, insurance, protection and improvement of the Association and Association Property. In addition to annual operating expenses, the budget shall include reserves for capital expenditures and deferred maintenance for the Association Property unless waived or reduced by the requisite vote of the Members.
  - (ii) a separate budget for the Condominium Common Expenses of each Livingston Lakes Condominium which shall include all anticipated expenses for the operation, management, maintenance, repair, replacement, insurance, protection and improvement of the Condominium Property for each Livingston Lakes Condominium and for operation, maintenance and administration of the Condominium. The budget shall also include reserves for capital expenditures and deferred maintenance for the Condominium Property unless waived or reduced by a majority of the Voting Interests of the Class Members at a duly called meeting of the Class for such Livingston Lakes Condominium. In addition, if the Association maintains Limited Common Elements of any Livingston Lakes Condominium with the cost to be shared only by those entitled to use the Limited Common Elements, the budget or a schedule attached thereto shall show amounts budgeted therefor.
- (b) Reserves. The reserves in each budget shall include, but not be limited to, roof replacement, building painting and pavement resurfacing regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred

maintenance expense or replacement cost exceeds \$10,000.00. The reserves for the Association Property shall be included in the budget for Association Expenses, and the reserves for the Condominium Property of each Livingston Lakes Condominium shall be included in the budget for Condominium Common Expenses for such Livingston Lakes Condominium. The amount of reserves shall be computed by means of a formula which is based upon the estimated remaining useful life and the estimated replacement cost or the estimated deferred maintenance expense of each reserve item. The Association may adjust the Assessments for replacement and deferred maintenance expenses annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by replacement or performance of deferred maintenance. Reserves for the Association Property shall not be required or may be reduced if a majority of the Voting Interests, present in person or by proxy at a duly called meeting of the Members, determine for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. Reserves for the Condominium Property shall not be required or may be reduced if a majority of the Voting Interests of the Class Members, present in person or by proxy at a duly called meeting of the Class for such Livingston Lake Condominium, determine for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. Prior to the time the Developer transfers control of the Association to Members other than the Developer, the Developer may vote to waive the reserves or reduce the funding of reserves through the period expiring at the end of the second fiscal year after the fiscal year in which the certificate of a surveyor and mapper is recorded pursuant to Section 718.104(4)(e), Florida Statute or an instrument that transfers title to the first Unit in each Livingston Lakes Condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such Unit is recorded, whichever occurred first. Thereafter, reserves may only be waived or reduced by a majority of the non-Developer Voting Interests present in person or by limited proxy at a duly called meeting of the Members as to the Association Property or at a duly called meeting of the Class as to the Condominium Property for such Livingston Lakes Condominium. If a meeting of the Members as to the reserves for the Association Property or a meeting of the Class as to the reserves for the Condominium Property of a particular Livingston Lakes Condominium has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves as included in the applicable budget shall go into effect. After the Developer transfers control of the Association, the Developer may vote its voting interest to waive or reduce the funding of reserves. Reserve funds and any interest accruing thereon shall remain in the reserve account for authorized reserve expenditures, unless their use for any other purposes is approved by a majority of the Voting Interests present in person or by proxy at a duly called meeting of the Members or Class, as applicable.

(c) Adoption of Budgets and Assessments. The adoption of budgets and Assessments for Association Expenses and Condominium Common Expenses for each Livingston Lakes Condominium shall comply with the following requirements:

(i) Approval by Board. The budgets and Assessments for Association Expenses and Condominium Common Expenses for each Livingston Lakes Condominium for the forthcoming fiscal year shall be considered at a meeting of the Board and adopted with the approval of a majority of the Board of Directors.

(ii) Notice of Meeting. A copy of the proposed budgets and Assessments for Association Expenses and Condominium Common Expenses, together with a notice indicating the time and place of such meeting shall be mailed, delivered or electronically transmitted to each Member not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budgets will be considered.

(iii) Special Membership Meeting. If the Board of Directors adopts a budget which requires Annual Assessments which exceed in any year one hundred fifteen percent (115%) of the total Annual Assessments for Association Expenses and Condominium Common Expenses for the preceding year, the Board shall conduct a special meeting of the Members to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget for Association Expenses, a written request for a special meeting from at least ten percent (10%) of the Voting Interests of the Members together with any substitute budget for the Association Expenses and Condominium Common Expenses sought to be considered. At least fourteen (14) days prior to the special meeting, the Association shall deliver or mail to each Member notice of the meeting and any substitute budget to be considered. At the special meeting, Members may consider and adopt a budget. The adoption of a substitute budget shall require a majority of the Voting Interests (including votes for Units owned by the Developer) present in person or by proxy at a duly called meeting of the Members as to Association Expenses or a majority of the Voting Interests of the Class Members present in person or by proxy at a duly called meeting of the Class as to the Condominium Common Expenses. If a meeting of the Members or Class has been called as aforesaid and a quorum is not obtained or a substitute budget has not been adopted by the Members or Class, the budgets adopted by the Board of Directors shall go into effect as scheduled.

(iv) Determination of Budget Amount. In determining whether a budget requires Assessments which exceed in any year one hundred fifteen percent (115%) of total Assessments for Association Expenses and Condominium Common Expenses for the preceding year, there shall be excluded from the computations any reasonable reserves made by the Board of Directors for repair or replacement of the Association Property or Condominium Property and for anticipated expenses of the Association



which are not anticipated to be incurred on a regular or annual basis, and the cost of any improvements to the Association Property or Condominium Property.

(v) Proviso. As long as the Developer controls the Board of Directors of the Association, the Board shall not impose Annual Assessments for a year greater than one hundred fifteen percent (115%) of the prior year's Annual Assessments, as herein defined, without the approval of the Developer.

(d) Default Budgets and Assessments. In the event that the Board of Directors is unable to adopt the budgets and Annual Assessments for a fiscal year in accordance with the requirements of Subsection 12.1(c) above, the default budgets and default Annual Assessments will be the then existing budgets and Annual Assessments, increased by fifteen (15%) percent.

12.2 Annual Assessments. Annual Assessments against Members for their share of the Association Expenses and Condominium Common Expenses set forth in the budgets shall be assessed for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Annual Assessments are assessed. Such Annual Assessments shall be due in equal quarterly installments, payable in advance on the first day of each quarter of the year for which the Annual Assessments are assessed. If Annual Assessments are not assessed as required, Annual Assessments shall be presumed to have been assessed in the amount of the last prior Annual Assessments, and quarterly installments on such Annual Assessments shall be due upon each installment payment date until changed by amended Annual Assessments. In the event the Annual Assessments prove to be insufficient, the budgets and Annual Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 12.1 hereof, if applicable. Unpaid Annual Assessments for the remaining portion of the fiscal year for which amended Annual Assessments are assessed shall be payable in as many equal installments as there are full quarters of the fiscal year remaining as of the date of such amended Annual Assessments, each such quarterly installment to be paid on the first day of the quarter, commencing the first day of the next ensuing quarter. If only a partial quarter remains, the amended Annual Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

12.3 Special Assessments. Special Assessments (as defined in the Declaration) shall be levied as provided in the Declaration and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Special Assessments. The funds collected for Special Assessments shall be used only for the specific purpose or purposes set forth in the notice of adoption of same. However, upon completion of such specific purpose or purposes, any excess funds will be considered (a) Common Surplus-Association if the Special Assessment was levied for Association Expenses, or (b) Common Surplus-Condominium if the Special Assessment was levied for Condominium Common Expenses or at the discretion of the Board, any excess funds may either (x) be returned to the Members or applied as a credit towards future Assessments for

Association Expenses if the Special Assessment was levied for Association Expenses, or (y) be returned to the Class Members or applied as a credit towards future Assessments for Condominium Common Expenses if the Special Assessment was levied for Condominium Common Expenses.

- 12.4 Depository. The depository of the Association shall be such bank or banks in the State of Florida as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks or electronic funds transfer signed by such person or persons as are authorized by the Board. All sums collected by the Association for Assessments or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board. In addition, a separate reserve account shall be established for the Association in such a depository for monies specifically designated as reserves for capital expenditures and/or deferred maintenance.
- 12.5 Acceleration of Installment Upon Default. If a Member defaults in the payment of an installment of an Assessments, the Board of Directors or its agent may accelerate the balance of the current budget year's Assessments upon thirty (30) days' prior written notice to the Member and the filing of a claim of lien, and the then unpaid balance of the current year's Assessments shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Member, or not less than ten (10) days after the mailing of such notice by certified mail, whichever shall first occur.
- 12.6 Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amounts as shall be determined by a majority of the Board. The premiums on such bonds shall be paid by the Association as an Association Expense.
- 12.7 Accounting Records and Reports. The Association shall maintain accounting records in Florida, according to accounting practices normally used by similar associations. The records shall be open to inspection by Members or their authorized representatives at reasonable times on reasonable notice. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Member, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Within sixty (60) days following the end of the fiscal year, the Board shall mail, deliver or electronically transmit to each Member a complete financial report of actual receipts and expenditures for the previous twelve (12) months for the Association and the applicable Livingston Lakes Condominium. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications.
- 12.8 Application of Payment. All payments made by a Member shall be applied as provided in these Bylaws and in the applicable Livingston Lakes Condominium Declaration or as otherwise determined by the Board.

- 12.9 Notice of Meeting. Notice of any meeting where Annual Assessments or Special Assessments will be considered must specifically state that Assessments will be considered and provide the nature, estimated cost, and description of the purposes for such Assessments.
13. Roster of Members. Each Member shall file with the Association a copy of the recorded deed or other document showing his or her ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the Record Date shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Members shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.
14. Parliamentary Rules. Except when specifically or impliedly waived by the chairman of a meeting (either of Members, Class Members, Voting Members or Directors), Robert's Rules of Order (latest edition) shall govern the conduct of meetings when not in conflict with the Act, the applicable Livingston Lake Condominium Declaration, the Articles or these Bylaws; provided, however, that a strict or technical reading of the Robert's Rules shall not be made so as to frustrate the will of the persons properly participating in said meeting.
15. Amendments. Except as may be provided in the Declaration to the contrary, these Bylaws may be amended in the following manner:
- 15.1 Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
- 15.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by Voting Members holding not less than one-third (1/3) of the Voting Interests of the Members. Directors and Voting Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The proposed amendment must be approved by not less than 66-2/3% of the Voting Interests, present in person or by proxy at a duly called meeting of the Members.
- 15.3 Pre-Turnover Amendments. Prior to the date the Developer transfers control of the Association, any amendment to these Bylaws may be made by a majority of the Board of Directors without the vote or consent of any Voting Members, Unit Owners or their mortgagees; provided, however, no amendment may be adopted which adversely affects any of the rights and/or privileges provided to the Developer without the written consent of the Developer.
- 15.4 By The Developer. Notwithstanding anything herein contained to the contrary, prior to the date the Developer transfers control of the Association, the Developer shall have the right to amend these Bylaws without the vote or consent of the Board, any Voting Members, Unit Owners or their mortgagees.
- 15.5 Scrivener's Error. The following amendments to these Bylaws may be made by the Developer alone prior to the date the Developer transfers control of the

Association and thereafter by the Board of Directors without the vote or consent of any Voting Members, Unit Owners or their mortgagees: amendments to correct any scrivener's errors or to make other nonmaterial changes; to comply with applicable federal, state or local laws; or to bring the Bylaws into compliance with the applicable rules, regulations and requirements of the District, Federal National Mortgage Association ("Fannie Mae"), Federal Home Loan Mortgage Corporation ("Freddie Mac"), U.S. Department of Housing and Urban Development ("HUD") or U.S. Department of Veterans Affairs ("VA"). A copy of such amendment shall be furnished to the Members and all Qualified Mortgagees as soon after recording in the Public Records of the County, as is practicable.

- 15.6 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer without the consent of the Developer in each instance. No amendment shall be made that is in conflict with the Articles or applicable Livingston Lake Condominium Declaration. No amendment to this Section shall be valid.
- 15.7 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted amending these Bylaws, which certificate shall be executed by the President or Vice President and attested by the Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the applicable Livingston Lakes Condominium Documents allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment are recorded in the Public Records of the County with a reference in the amendment to the recording information for each Livingston Lakes Condominium Declaration.
16. Rules and Regulations. The Board of Directors may, from time to time, modify, amend, delete or add to the Rules and Regulations, except that subsequent to the date the Developer transfers control of the Board to Members other than the Developer, Members may overrule the Board with respect to any such modifications, amendments, deletions or additions to the Rules and Regulations applicable to the Association, Association Property or all of the Livingston Lakes Condominiums by not less than 75% of the Voting Interests present in person or by proxy at a duly called meeting of Members. With respect to any modifications, amendments, deletions or additions to the existing Rules and Regulations applicable to a particular Livingston Lakes Condominium but not all of them, the Class Members may overrule the Board by not less than 75% of the Voting Interests in such Class present in person or by proxy at a duly called meeting of the Class Members. Copies of any modifications, amendments, deletions or additions to the existing Rules and Regulations shall be furnished by the Board to each affected Member not less than thirty (30) days prior to the effective date thereof. At no time may any Rule or Regulation be adopted which would prejudice the rights reserved to the Developer.
17. Fines; Notice and Hearing. In addition to its other remedies, the Association shall have the right to impose fines on a Member for failure of the Member, or any occupant, guest, invitee, tenant, contractor or employee of the member, to comply with the Declaration,

Articles, Bylaws or Rules and Regulations provided that the procedures set forth in these Bylaws are followed. The Association may not impose a fine unless the Association first provides at least fourteen (14) days' prior written notice and an opportunity for a hearing to the affected Member and, if applicable, the Member's occupant, guest, invitee, tenant or employee. The notice shall include:

- (a) A statement of the date, time and place of the hearing;
- (b) A statement of the provisions of the Declaration, Articles, Bylaws or Rules and Regulations which have allegedly been violated; and
- (c) A short and plain statement of the matters asserted by the Association and the fine(s) sought.

The hearing must be held before a committee of three (3) other Members who are neither Directors nor persons residing in a Director's household. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any matters asserted by the Association. Unless a higher amount is allowed by law, no fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice, provided that no such fine for a continuing violation shall exceed \$1,000 in the aggregate, unless a higher amount is allowed by law. If the committee does not agree with the fine, the fine may not be levied. No fine will become a lien against a Unit. Fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Member or his or her occupant, guest, invitee, tenant, contractor or employee shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Member or occupant, guest, invitee, tenant or employee.

18. Official Records. From the inception of the Association, the Association shall maintain for the Association Property and each Livingston Lakes Condominium, a copy of each of the following, where applicable, which shall constitute the official records of the Association:

- (a) The plans, permits, warranties, and other items provided by the Developer pursuant to Section 718.301(4) of the Act for the Association Property and each Livingston Lakes Condominium;
- (b) A photocopy of the recorded Declaration of Condominium for each Livingston Lakes Condominium and all amendments thereto;
- (c) A photocopy of the recorded Bylaws of the Association and all amendments thereto;
- (d) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
- (e) A copy of the current Rules and Regulations for the Association, Association Property and all Livingston Lakes Condominiums and any

current Rules and Regulations that apply only to one or more but not all of the Livingston Lakes Condominiums;

- (f) A book or books containing the minutes of all meetings of the Board, Members, Class Members or Voting Members, which minutes shall be retained for a period of not less than 7 years;
- (g) A current roster of all Members, their mailing address, Unit identification, Class, any certificate designating a Voting Member, and if known, telephone numbers and electronic mail addresses;
- (h) All current insurance policies of the Association and of each Livingston Lakes Condominium;
- (i) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Members have an obligation or responsibility;
- (j) Bills of sale or deeds for all Association Property or other property owned by the Association;
- (k) Accounting records for the Association and the accounting records for each Livingston Lakes Condominium, according to good accounting practices. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but not be limited to:
  - (i) Accurate, itemized, and detailed records for all receipts and expenditures;
  - (ii) A current account and a quarterly statement of the account for each Unit designating the name of the Member, the due date and amount of Assessments, the amount paid upon the account, and the balance due.
  - (iii) All audits, reviews, accounting statements, and financial reports for the Association and each Livingston Lakes Condominium.
- (l) Ballots, sign-in sheets, voting proxies and all other papers relating to elections which shall be maintained for a period of 1 year from the date of the meeting to which the document relates.
- (m) All rental records where the Association acts as agent for the rental of Units.
- (n) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year.
- (o) All other records of the Association not specifically listed above which are related to the operation of the Association, Association Property or the Condominium Property of each Livingston Lakes Condominium.

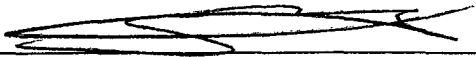
The official records of the Association shall be maintained in the County in which the Condominium is located, or if in another county, then within twenty five (25) miles of the Condominium. The records of the Association shall be made available to a Member within ten (10) business days after receipt of a written request by the Member to the Board or its designee.

The official records of the Association shall be open to inspection by any Member or his or her authorized representative at reasonable times and on reasonable notice. The right to inspect the records includes the right to make or obtain copies, at reasonable expense, if any, of the Member. The Association may adopt reasonable rules regarding the time, location, notice and manner of record inspections and copying. The Association shall maintain an adequate number of copies of the each Livingston Lakes Condominium Declaration, the Articles, these Bylaws, all amendments to the foregoing and the current Rules and Regulations to assure their availability to Members and prospective purchasers. The Association may charge its actual costs for preparing and furnishing these documents to those persons requesting same.

19. Arbitration. Pursuant to Section 718.1255 of the Act, mandatory nonbinding arbitration shall be required prior to institution of court litigation for disputes involving certain actions or inactions, as described therein.
20. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
21. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

The foregoing was adopted as the Bylaws of LIVINGSTON LAKES CONDOMINIUM ASSOCIATION, INC., a not for profit corporation under the laws of the State of Florida, as of the 8<sup>th</sup> day of JULY, 2015.

Approved:

  
SHAUN GILLIS  
7/8/2015  
 PRESIDENT

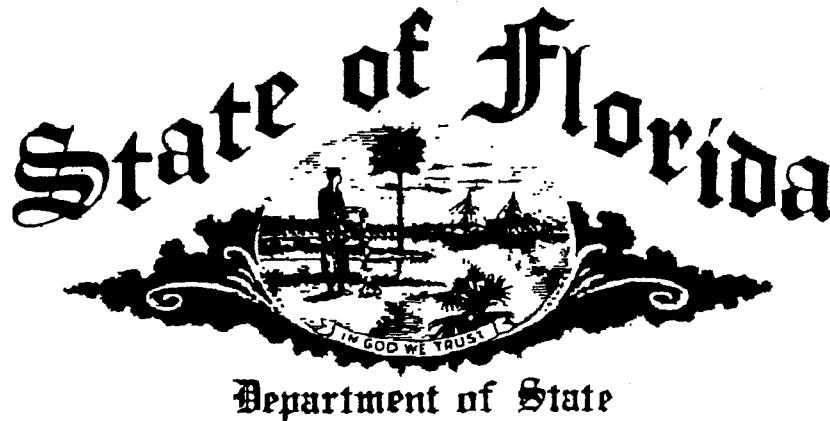
**Exhibit "D"**  
**Articles of Incorporation for Livingston Lakes Condominium Association, Inc.,**  
**a Florida not for profit corporation**





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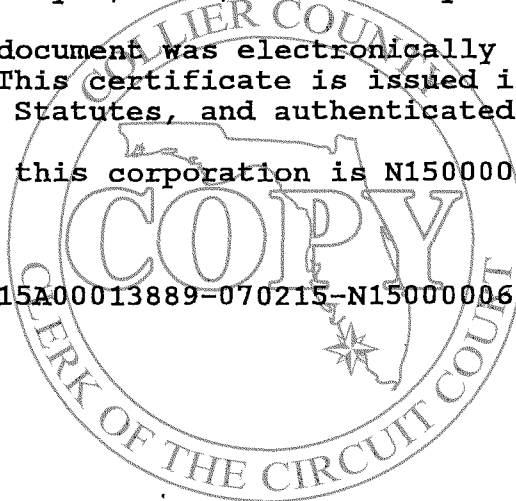


I certify the attached is a true and correct copy of the Articles of Incorporation of LIVINGSTON LAKES CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on July 1, 2015, as shown by the records of this office

I further certify the document was electronically received under FAX audit number H15000161521. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N15000006440.

Authentication Code: 615A00013889-070215-N15000006440-1/1



Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Second day of July, 2015



*Ken Detzner*  
Ken Detzner  
Secretary of State

030-017-0301

7/2/2015 8:23:30 AM PAGE 2/002 FAX SERVER

July 2, 2015

LIVINGSTON LAKES CONDOMINIUM ASSOCIATION, INC.  
24301 WALDEN CENTER DR  
BONITA SPRINGS, FL 34134

The Articles of Incorporation for LIVINGSTON LAKES CONDOMINIUM ASSOCIATION, INC. were filed on July 1, 2015, and assigned document number N15000006440. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H15000161521.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at (850) 245-6052.

Jessica A Fason  
Regulatory Specialist II  
New Filings Section  
Division of Corporations

Letter Number: 615A00013889

**ARTICLES OF INCORPORATION  
OF  
LIVINGSTON LAKES CONDOMINIUM ASSOCIATION, INC.  
(A Florida Corporation Not for Profit)**

The undersigned incorporator, for the purpose of forming a not for profit corporation pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**ARTICLE 1  
NAME AND MAILING ADDRESS**

The name of the corporation shall be LIVINGSTON LAKES CONDOMINIUM ASSOCIATION, INC., whose mailing address is Livingston Lakes Condominium Association, Inc., c/o WCI Communities, LLC, 24301 Walden Center Drive, Bonita Springs, FL 34134, or such other address as may be subsequently designated by the Board of Directors. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws". The other terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Condominium for Carriage Homes at Livingston Lakes, a Condominium, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE 2  
PURPOSE OF ASSOCIATION**

2.1 The Association will be the condominium association responsible for the operation of Carriage Homes at Livingston Lakes, a Condominium, together with such other Livingston Lakes Condominiums operated by the Association. If, as and when the Association operates more than one condominium, the Association will be deemed a multi-condominium association according to Section 718.405 of the Florida Condominium Act as it exists on the date hereof (the "Act"). Notwithstanding the foregoing, the Developer reserves the right to incorporate additional association(s) if more than one (1) condominium is created within Livingston Lakes.

2.2 The purpose for which this Association is organized is to own, operate, manage, maintain, repair, replace, insure, protect and improve the Association Property and to operate, manage, maintain, repair, replace, insure, protect and improve the common elements of the Livingston Lakes Condominium(s), all in accordance with the respective Livingston Lakes Condominium Documents and all other lawful purposes.

2.3 The Developer has the right to develop each of the Livingston Lakes Condominiums as a phased condominium according to Section 718.403 of the Act.

2.4 The Association shall also operate, manage, maintain, repair, replace, insure, protect and improve the Master Drainage System(s) in a manner consistent with the South Florida Water Management District ("District") Permit No. 11-02091-P requirements and applicable District rules and shall assist in the enforcement of the Livingston Lakes Condominium Documents which relate to the Master Drainage System.

### **ARTICLE 3** **POWERS**

The Association shall have the following powers which shall be governed by the following provisions:

3.1 **Powers.** The Association shall have all of the common law and statutory powers of a Florida not for profit corporation, which are not in conflict with the terms of the Livingston Lakes Condominium Documents or the Act. By way of example but not in any way intended to limit the generality of the foregoing language, the Association has the following powers:

- (a) to own and convey property;
- (b) to operate and perform maintenance of the permitted project on common property as exempted or permitted by the District;
- (c) to establish Rules and Regulations governing the Members or take any other actions necessary to enforce the Livingston Lakes Condominium Documents;
- (d) to assess Members and enforce the collection of Assessments for the costs to own, operate, manage, maintain, repair, replace, insure, protect and improve the Association Property, including the Master Drainage System, and to operate, manage, maintain, repair, replace, insure, protect and improve the common elements of the Livingston Lakes Condominium(s);
- (e) to sue and be sued; and
- (f) to contract for services to provide for operation and maintenance services for the Association Property, including the Master Drainage System, and the common elements of the Livingston Lakes Condominium(s).

The Association shall also have all of the powers granted or to be granted to the Association in the Livingston Lakes Condominium Documents.

3.2 **Association Property.** All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Livingston Lakes Condominium Declaration, these Articles and the Bylaws.

3.3 **Distribution of Income.** The Association shall not pay dividends to its Members and shall make no distribution of income to its Members, Directors or officers, unless otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes) or the applicable Livingston Lakes Condominium Declaration.

3.4 **Limitation.** The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the applicable Livingston Lakes Condominium Declaration, the Bylaws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the applicable Livingston Lakes Condominium Declaration, these Articles and the Bylaws.

**ARTICLE 4**  
**MEMBERS**

4.1 Membership. The Members of the Association shall consist of all of the record title owners of Units in the Livingston Lakes Condominiums from time to time. All record title owners of Units in the Livingston Lakes Condominiums must be Members of the Association.

4.2 Assignment. A Member cannot assign, hypothecate or transfer in any manner its share of the funds and assets of the Association except as an appurtenance to the Unit for which that share is held.

4.3 Voting. The voting interests for each Unit are set forth in the Livingston Lakes Condominium Declaration governing such Unit and the Bylaws. All votes shall be exercised or cast in the manner provided by the applicable Livingston Lakes Condominium Declaration and the Bylaws. Any person or entity owning more than one Unit shall be entitled to cast the aggregate number of votes attributable to all Units owned.

**ARTICLE 5**  
**TERM**

The Association shall have perpetual existence.

**ARTICLE 6**  
**INCORPORATOR**

The name and address of the incorporator of these Articles are as follows: Nicole Marginian Swartz at 24301 Walden Center Drive, Bonita Springs, FL 34134.

**ARTICLE 7**  
**OFFICERS**

The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association in the manner provided in the Bylaws and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal of officers from office, for filling vacancies and for the duties and qualifications of the officers.

**ARTICLE 8**  
**INITIAL OFFICERS**

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Shaun D. Gillis
Vice President	David Caldwell
Secretary/Treasurer	Rhonda Brewer

**ARTICLE 9**  
**BOARD OF DIRECTORS**

9.1 Board. The property, business and affairs of the Association shall be managed by a Board consisting of the number of Directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) Directors.

9.2 Duties and Powers. All of the duties and powers of the Association existing at law or under the Act, the Livingston Lakes Condominium Declarations, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by the Members when such approval is specifically required.

9.3 Term of Developer's Directors. The Developer of the Livingston Lakes Condominiums shall appoint the members of the initial Board of Directors and their replacements who shall hold office for the periods described in the Bylaws. The names and addresses of the persons designated to serve as the initial Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
David Caldwell	c/o WCI Communities, LLC., 24301 Walden Center Drive, Bonita Springs, FL 34134
Shaun D. Gillis	c/o WCI Communities, LLC., 24301 Walden Center Drive, Bonita Springs, FL 34134
Rhonda Brewer	c/o WCI Communities, LLC., 24301 Walden Center Drive, Bonita Springs, FL 34134

9.4 Election; Removal. Directors of the Association shall be elected in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

9.5 Standards. A Director shall discharge his or her duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his or her duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by (a) one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the matters presented, (b) legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence, or (c) a committee if the Director reasonably believes the committee merits confidence. A Director is not liable for any action taken as a Director, or any failure to take action, if he or she performed the duties of the office in compliance with the foregoing standards.

**ARTICLE 10**  
**BYLAWS**

The initial Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws.

## **ARTICLE 11** **INDEMNIFICATION**

11.1 Indemnitees. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by the Association) by reason of the fact that he or she is or was a Director, officer, committee member, employee or agent (each, an "Indemnitee") of the Association against liability incurred in connection with such proceeding, including any appeal thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Association.

11.2 Indemnification. The Association shall indemnify any person who was or is a party to any proceeding by the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director, officer, committee member, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this Section in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

11.3 Indemnification for Expenses. To the extent that a Director, officer, committee member, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in Section 11.1 or 11.2, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

11.4 Determination of Applicability. Any indemnification under Section 11.1 or Section 11.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, officer, committee member, employee, or agent is proper under the circumstances because he or she has met the applicable standard of conduct set forth in Section 11.1 or Section 11.2. Such determination shall be made:

(a) By the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such proceeding;

(b) If such a quorum is not obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which Directors who are parties may vote on the

members of the Committee) consisting solely of two or more Directors who are not at the time parties to the proceeding;

(c) By independent legal counsel selected:

1. by the Board of Directors prescribed in paragraph (a) or the Committee prescribed in paragraph (b); or

2. if a quorum of the Directors cannot be obtained for paragraph (a) and the Committee cannot be designated under paragraph (b), then by a majority of the Voting Members of the Association who were not parties to such proceeding.

**11.5 Determination Regarding Expenses.** Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by subsection 11.4(c) shall evaluate the reasonableness of expenses and may authorize indemnification.

**11.6 Advancing Expenses.** Expenses incurred by a Director or officer in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such Director or officer to repay such amount if he or she is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by committee members, employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

**11.7 Exclusivity; Exclusions.** The indemnification and advancement of expenses provided pursuant to this Article 11 are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its Directors, officers, committee members, employees, or agents, under any bylaw, agreement, vote of Unit Owners or disinterested Directors, or otherwise. However, indemnification or advancement of expenses shall not be made to or on behalf of any Director, officer, employee, or agent if a judgment or other final adjudication establishes that his or her actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

(a) A violation of the criminal law, unless the Director, officer, employee, or agent had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;

(b) A transaction from which the Director, officer, committee member, employee, or agent derived an improper personal benefit; or

(c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.

**11.8 Continuing Effect.** Indemnification and advancement of expenses as provided in this Article 11 shall continue to a person who has ceased to be a Director, officer, committee member, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.



**11.9 Application to Court.** Notwithstanding the failure of the Association to provide indemnification in any specific case, a Director, officer, committee member, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court ordered indemnification or advancement of expenses, if it determines that:

(a) The Director, officer, committee member, employee, or agent is entitled to mandatory indemnification under Section 11.3, in which case the court shall also order the Association to pay the Director reasonable expenses incurred in obtaining court ordered indemnification or advancement of expenses;

(b) The Director, officer, employee, committee member, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to Section 11.7; or

(c) The Director, officer, committee member, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in Section 11.1, Section 11.2, or Section 11.7.

**11.10 Definitions.** For purposes of this Article 11, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding or alternative dispute resolution, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Association" shall be deemed to include any service as a Director, officer, committee member, employee or agent of the Association that imposes duties on such person.

**11.11 Amendment.** Anything to the contrary herein notwithstanding, no amendment to the provision of this Article 11 shall be applicable as to any party eligible for indemnification hereunder who has not given his or her prior written consent to such amendment.

## **ARTICLE 12** **AMENDMENTS**

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

**12.1 Notice.** Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in the Bylaws. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

**12.2 Pre-Declaration Amendments.** Prior to the recording of any Livingston Lakes Condominium Declaration in the Public Records of the County, these Articles may be amended

by an instrument approved by the Board and signed by the President or Vice President and the Secretary and filed in the Office of the Secretary of State of the State of Florida.

12.3 Post-Declaration Amendments. After the recording of any Livingston Lakes Condominium Declaration in the Public Records of the County, these Articles may be amended as follows:

(a) Prior to the date the Developer transfers control of the Association, all amendments or modifications shall only be made by the Developer without the requirement of the consent of the Board of Directors or the approval of any Voting Members; provided, however, the Association shall, forthwith upon request of the Developer, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as the Developer shall, from time to time, request.

(b) After the date the Developer transfers control of the Association, a proposed amendment to these Articles must be approved by not less than a majority of the Voting Members present in person or by proxy at a duly called meeting of members and the affirmative vote or written approval of the Developer so long as the Developer (or any of its affiliates) owns any Unit.

(c) Amendments for correction of scrivener's errors or other nonmaterial changes may be made by the Board of Directors alone without the need for approval of the Voting Members.

12.4 Limitation. No amendment to these Articles shall be permitted which changes the rights, privileges and obligations of the Developer or any Affiliate of the Developer, without the prior written consent of the Developer. No amendment shall make any changes in the qualifications for membership, nor in the voting rights of Members, without the approval of Voting Members having not less than two-thirds (2/3) of the Voting Interests, present in person or by proxy at a duly called meeting of the Voting Members. No amendment to this Section 12.3 shall be effective.

12.5 Filing and Recording Requirements. The instrument amending these Articles shall identify the particular Articles being amended, give the exact language of such amendment and give the date of adoption of the amendment by the Board or Voting Members, as applicable. A copy of each amendment shall be filed with and certified by the Secretary of State of the State of Florida and recorded in the Public Records as an amendment to each recorded Livingston Lakes Condominium Declaration. If the amendment occurs prior to the recording of a Livingston Lakes Condominium Declaration, a certified copy of each such amendment together with a certified copy of these Articles shall be attached as an exhibit to such Livingston Lakes Condominium Declaration to be recorded.

### **ARTICLE 13** **DISSOLUTION**

The Association may be dissolved only upon (a) a resolution duly adopted by the Board, and (b) the affirmative vote of the Voting Members having not less than two-thirds (2/3) of the total Voting Interests, and (c) so long as Developer or any of Developer's affiliates owns any property subject to the Declaration or which may be unilaterally subjected to the Declaration, the consent of the Developer, for so long as Developer owns any Unit.

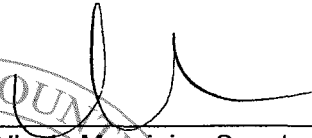
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In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Master Drainage System shall be transferred to and accepted by an entity which complies with Section 40C-42.027, F.A.C., and such entity shall be approved by the District prior to any termination, dissolution or liquidation of the Association.

**ARTICLE 14**  
**REGISTERED OFFICE AND REGISTERED AGENT**

The initial registered agent of the Association shall be Vivien Hastings, and the street address of the initial registered office of the Association is Livingston Lakes Condominium Association, Inc., c/o WCI Communities, LLC, 24301 Walden Center Drive, Bonita Springs, FL 34134.

30<sup>th</sup> IN WITNESS WHEREOF, the Incorporator has hereunto affixed his/her signature, this  
day of June, 2015.

  
\_\_\_\_\_  
Nicole Marginian Swartz, Incorporator

**REGISTERED AGENT CERTIFICATE**

Having been named to accept service of process and serve as registered agent for Livingston Lakes Condominium Association, Inc., at the place designated in this Certificate, the undersigned hereby accepts the designation of Registered Agent of the Association, Inc. and acknowledges that she is familiar with, and accepts the obligations imposed upon registered agents under, the Florida Not For Profit Corporation Act.

  
\_\_\_\_\_  
Vivien Hastings, Registered Agent

**Exhibit "E"**  
**Rules and Regulations of Livingston Lakes Condominium Association, Inc.**  
**and**  
**Rules and Regulations for Garden Homes at Livingston Lakes, a Condominium**



**LIVINGSTON LAKES CONDOMINIUM ASSOCIATION, INC.**  
**AMENITIES CENTER AND OTHER ASSOCIATION PROPERTY**  
**RULES AND REGULATIONS**

(All capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Declaration of Condominium for Garden Homes at Livingston Lakes, a Condominium ("Declaration of Condominium")).

The Livingston Lakes Condominium Association, Inc. ("Association") shall manage, maintain, insure, inspect, operate, repair and replace the Amenities Center, consisting of a clubhouse building with a club room, fitness studio, men's and women's restrooms, covered veranda, parking lot, swimming pool and surrounding pool deck and landscape grounds.

The Association also manages, maintains, insures, inspects, operates, repairs and replaces the other Association Property, also known as the "Infrastructure", consisting of the basic facilities, services, and installations needed for the functioning of the Livingston Lakes Community located on the Association Property, including but not limited to the Master Drainage System, preserve or conservation areas, lakes, an access road, private roads, automatic gates, potable water, sanitary sewer, sewer force main, lift station, irrigation, utilities, mail kiosks, buffer areas, sidewalks, walkways, green spaces, landscaped areas and other such facilities and services, as more particularly described in the Declaration of Easements and Cost Sharing Agreement ("Easement Agreement").

These Rules and Regulations for the Amenities Center and the Other Association Property shall apply equally to Members of the Association who are Livingston Lakes Unit Owners and their Occupants (as defined in the Declaration of Condominium, the term "Occupant" includes Unit Owners, Guests or Tenants who reside in a Unit as authorized by a Unit Owner or its agent, and where the context dictates, the term Occupant also includes family members, licensees and invitees). These Rules and Regulations shall equally apply to the members and authorized occupants of any additional condominium created in the Livingston Lakes Community governed by the Association.

**1. GENERAL.**

1.1 Pets. With the exception of facilitating animals (*i.e.* a guide dog assisting a visually or hearing impaired person), no animals may be brought into the clubhouse building (club room, fitness studio or restrooms) and in no event shall such animals be permitted in the swimming pool and surrounding pool deck or within the fenced swimming pool perimeter.

1.2 Attire.

1.2.1 No attire (such as street clothes, under garments, cut-offs or clothing not designed as swimwear), other than appropriate swimwear attire shall be worn in the swimming pool and surrounding pool deck, as determined by the Board of Directors in its sole discretion. Swimwear attire shall be restricted to the swimming pool and surrounding pool deck, and the men's and women's restroom areas. Swimwear attire shall not be allowed in the club room or fitness studio. Exercise/fitness attire shall be worn in the fitness studio.

1.2.2 Shirts and shoes must be worn in the club room or fitness studio at all times.

1.3 Club Room Reservation Agreement. Prior to any use of the club room for private functions, the Member (or his Tenant who shall have the privileges of the Member while any lease is in effect) (the Member and his or her Tenant shall hereinafter be collectively referred to as the "Primary Resident" or "Primary User") and the Association's Manager must sign a written "Club Room Reservation Agreement". A copy of the Club Room Reservation Agreement can be obtained from the Association's Manager. Only a Primary Resident may reserve the club room for a private party. The Primary Resident shall be responsible for any damage and clean up expenses to the club room and clubhouse building and for the payment of any charges not paid by individuals attending the private party. In addition to the executed Club Room Reservation Agreement, the Primary Resident shall provide the Association's Manager with the following items for any private party: \$250 refundable deposit; \$50 cleaning fee (bathrooms, floors, etc.); proof of residence; waiver of liability; acknowledgment of room rental rules; itemized before and after inspection checklist with charges; list of Guests; the beginning and end times for the usage and possible additional insurance (1 Day Policy) which the Association may require, depending upon its current insurance policy.

1.4 Amenities Center Parking Lot. Self-parking is permitted in the Amenities Center parking lot identified as such. No parking will be allowed on grassed areas. "No Parking" signs must be observed. No overnight parking is permitted in the parking lot. Vehicles in violation of the foregoing will be towed or booted at the owner's expense.

1.5 Commercial Advertisements. Commercial advertisements may not be posted or circulated in the Amenities Center, nor shall business of any kind be solicited or conducted in the Amenities Center. The Amenities Center may not be used for any commercial function.

#### 1.6 Other Restrictions

1.6.1 Minors sixteen (16) years and over may use the Amenities Center facilities with or without adult supervision provided that the minor's parent or legal guardian executes a Consent, Waiver, Release and Indemnification Agreement in advance. Children under the age of sixteen (16) must be accompanied at all times by an adult; however, the adult may not be simultaneously engaged in aerobics, fitness exercises, swimming, or any other activity that could diminish his or her ability to supervise the child. Children under the age of sixteen (16) may not use the equipment in the fitness studio at any time.

1.6.2 The Primary Resident must provide a Guest list to the Association's Manager for his or her Guests to gain entry for any social function at the Amenities Center. Primary Residents will be responsible for their Guests at all times and the Primary Resident's account will be billed for any damage caused by such Guests.

1.6.3 Non-Members may not use the Amenities Center unless (i) they are Tenants of a Unit Owner while any lease is in effect, (ii) they are Occupants of a Unit and are registered with the Association's Manager to use the Amenities Center or (iii) they are accompanied by a Member. The Primary Resident shall be responsible for informing any Guest of these Rules and Regulations and of any risks involved in the Guest's use of the Amenities Center. The Primary Resident shall indemnify and hold the Association and its agents harmless against any and all claims, which his or her Guest may bring against the Association or its agents arising from use of the Amenities Center.

1.6.4 Guests may not authorize any other guests to use the Amenities Center.

1.6.5 Smoking, including cigar and pipe smoking, is prohibited at the Amenities Center.

1.6.6 Absolutely no alcoholic beverages of any kind, or any glass and breakables may be brought into or used at or in the Amenities Center except as agreed to by the Association's Manager in the Club Room Reservation Agreement for a private party. Eating and drinking (except water from spill-proof containers) are prohibited, except at locations designated by the Board of Directors from time to time and as provided in the Club Room Reservation Agreement.

1.6.7 Roller blades, skateboards, bicycles and similar devices may not be brought into or used at or in the clubhouse, fitness studio, swimming pool and surrounding pool deck areas. Costs to repair any damage incurred by any Primary Resident or Occupant will be billed to the Primary Resident's account.

1.6.8 Horseplay, profanity and disruptive behavior are strictly prohibited at all times and the offending Primary Resident or Occupant will be asked to leave the Amenities Center by the Association's Manager or his designee.

1.6.9 Throwing footballs, Frisbees, tennis balls, or other objects, spitting or spouting water, and tag games are not allowed in the swimming pool or surrounding area. The offending Primary Resident or Occupant will be asked to leave the Amenities Center by the Association's Manager or his designee.

1.6.10 Firearms, fireworks, weapons and implements that may be used or construed to be a weapon of any kind are not permitted in the Amenities Center at any time.

1.6.11 Persons who leave the swimming pool and surrounding area for over thirty (30) minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving or reserving lounges or chairs for person(s) absent from the swimming pool and surrounding area is prohibited.

1.7 Hours of Operation. The Amenities Center shall be open on the days and during the hours established by the Board of Directors from time to time. Those days and hours are currently established as follows: Monday - Sunday from 8:00 a.m. to dusk; however, Primary Residents and Occupants may use their access cards to gain entry to the fitness studio from 5:30 a.m. to 10:00 p.m. daily.

#### 1.8 Responsibility for Personal Property and Persons.

1.8.1 Each Primary Resident assumes sole responsibility for the health, safety and welfare of such Primary Resident and his or her Occupants, and their respective personal property.

1.8.2 The Association is not responsible for any loss or damage to any private property used or brought to the Amenities Center. Without limiting the foregoing, any person parking a car in the Amenities Center parking lot or elsewhere on the Association Property assumes all risk of loss with respect to his or her car; equipment, jewelry or other possessions brought to the Amenities Center or elsewhere on the Association Property, on bicycles, or within

cars, and with respect to wallets, books and articles of clothing left in the swimming pool and surrounding pool deck areas.

1.8.3 Any Primary Resident, or other person who, in any manner, makes use of, or accepts the use of any apparatus, appliance, facility, privilege, or service whatsoever owned, leased, or operated by the Association, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Association, in the Amenities Center or elsewhere on the Association Property, shall do so at their own risk. Every Primary Resident shall be liable for any property damage and/or personal injury at the Amenities Center or elsewhere on the Association Property, or at any activity or function operated, organized, arranged or sponsored by the Association, caused by any Occupant. Each Primary Resident shall be jointly and severally liable to the Association in connection with the foregoing. Without limiting the foregoing, on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, the Association may impose a fine on a Primary Resident an amount which may not exceed \$100 per violation, or \$1,000 in the aggregate, in addition to requesting that a Primary Resident pay the Indemnified Parties for all losses incurred.

1.8.4 Property or furniture belonging to the Association shall not be removed from the club room or other area in which it is placed or from the Amenities Center.

1.8.5 In addition, each Primary Resident agrees to indemnify and hold harmless the Association, its officers, partners, agents, employees, affiliates, directors and attorneys (collectively "Indemnified Parties") against all actions, injury, claims, loss, liability, damage, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to such Primary Resident's use of the Amenities Center or other Association Property by Primary Residents or Occupants, or the interpretation these Rules and Regulations and/or from any act or omission of the Association or of any of the Indemnified Parties.

1.8.6 Should any Primary Resident or Occupant bring suit against the Association or any of the Indemnified Parties in connection with the Amenities Center or other Association Property, the Primary Resident shall be liable, jointly severally, to the Indemnified Parties for all losses, costs and expenses incurred by the Indemnified Parties in defense of such suit, including attorney's fees, paraprofessional fees, and courts costs and expenses at trial and upon appeal.

1.9 Grills. Use of barbecue grills shall only be allowed in areas designated as safe and appropriate by the Board of Directors. In accordance with the Florida Fire Prevention Code (Fifth Edition), effective December 31, 2014, no hibachis, grills or other similar devices for cooking, heating or any other purpose, whether gas, propane, charcoal or electric, shall be used, kindled or stored within 10 feet of any Building or other structure.

## **2. FITNESS STUDIO.**

2.1 Hours of Operation. The fitness studio may only be used during the hours of 5:30 a.m. to 10:00 p.m. Assumption is made that each user understands how to operate the fitness equipment correctly and will be responsible for doing so without assistance from on-site staff. Primary Residents shall be responsible for, and shall be billed by the Association for any damage incurred to the fitness equipment by the Primary Resident or Occupant, as applicable.



2.2 Attire. Suitable attire and footwear must be worn at all times. Shirts must be worn at all times and shorts must have hemmed edges and no docksiders, flip-flops or bare feet are permitted. Jewelry which may interfere with exercising must be removed prior to exercising.

2.3 Noise. Electronic devices that emit noise (including, without limitation, radios, iPads, smartphones, portable DVD players, portable CD players and laptop computers, handheld game devices and televisions) may be used at or in the vicinity of the fitness room only when listened to through ear phones.

2.4 Risk of Loss. Primary Residents assume full risk of loss and responsibility for damage to their health for the use of the fitness studio and the fitness equipment located thereon. It is the responsibility of each Primary Resident or Occupant using the fitness equipment to consult with his or her physician, and such person should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent the Primary Resident or Occupant from using the fitness equipment or amenities or engaging in active or passive exercise. Primary Residents and Occupants assume full risk of loss and responsibility for damage to their health if the foregoing representations are not and do not continue to remain true.

#### 2.5 Equipment

2.5.1 Each user of the fitness equipment is responsible for wiping it down after every use.

2.5.2 Use of fitness equipment is AT THE USER'S OWN RISK.

2.5.3 Cardiovascular equipment may not be reserved. The maximum time limit for using the cardiovascular equipment will be thirty (30) minutes per person.

2.5.4 All equipment must be returned to its proper location.

2.6 Other Restrictions. Food and beverages may not be brought into the fitness studio, except for water sports bottles.

2.7 When participating in scheduled classes, the Primary Resident or Occupant should check in on time, follow the directions of the instructor, and stay for the entire class.

2.8 CHILDREN UNDER THE AGE OF SIXTEEN (16) MAY NOT USE ANY OF THE FITNESS STUDIO EQUIPMENT. MINORS WHO ARE SIXTEEN (16) YEARS AND OVER WILL BE PERMITTED ACCESS TO AND USE OF THE FITNESS STUDIO ONLY IF A CONSENT, WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT IS COMPLETED AND SIGNED BY HIS OR HER PARENT OR LEGAL GUARDIAN.

### 3. SWIMMING POOL AND SURROUNDING DECK.

#### 3.1 Risk of Use.

3.1.1 No lifeguard is present at the swimming pool. Use of the swimming pool is AT THE USER'S OWN RISK.

3.1.2 Diving is not permitted in the swimming pool.

3.1.3 Running, horseplay, loud music, rafts, bicycles, roller blades and skateboards are not permitted in the swimming pool or the surrounding deck.

3.2 Hours of Operation. The swimming pool and surrounding deck are open from 8:00 a.m. to dusk daily.

3.3 Other Restrictions.

3.3.1 Electronic devices that emit noise (including, without limitation, radios, iPads, smartphones, portable DVD players, portable CD players and laptop computers, handheld game devices and televisions) may be used at or in the vicinity of the swimming pool and surrounding pool deck only when listened to through ear phones.

3.3.2 NO GLASS CONTAINER OR ALCOHOL is permitted in the swimming pool or on the surrounding deck.

3.3.3 All persons must shower before entering the swimming pool. Minors who are not toilet trained must wear swim diapers or pull ups which are designed to prevent pool contamination. Disposable diapers are not allowed. Any person causing contamination of the swimming pool will be assessed for the cost of draining and treating the swimming pool if necessary.

3.3.4 No toys, balls or inflatables are permitted in the swimming pool. Minors who are unable to swim may use water wings with an adult's supervision. "Noodles" may be used as well as floatation devices to assist non-swimming minors under adult supervision.

3.3.5 Primary Residents and Occupants entering the club room from the swimming pool area must be dry and be properly attired.

3.3.6 Towels are to be placed upon all chairs and lounges prior to use and all chairs and lounges must be wiped clean of lotion, oil, etc, prior to leaving.

3.3.7 Tables are to be wiped clean, debris removed, and umbrellas closed after use and prior to leaving.

3.3.8 All pool furniture, if moved, must be returned to its original location.

3.3.9 All persons using the swimming pool and surrounding deck areas are responsible for keeping the areas clean by properly disposing of their trash.

3.3.10 Chaise lounges are available for Primary Residents' and Occupants' use at no charge. All persons using pool furniture must cover the furniture with a towel when using suntan lotions. The use of these lotions could stain or damage the furniture. Damage caused by such products must be paid for by the responsible Primary Resident.

3.3.11 NO MINOR UNDER THE AGE OF THREE (3) SHALL BE PERMITTED IN THE SWIMMING POOL UNLESS SAID MINOR WEARS SWIMMING ATTIRE DESIGNED TO PREVENT POOL CONTAMINATION, SUCH AS A SWIM DIAPER OR SWIM PULL UPS, AND THE MINOR IS HELD BY AN ADULT AT ALL TIMES WHILE IN THE SWIMMING POOL.

NO MINOR UNDER THE AGE OF SIX (6) IS ALLOWED IN THE DEEP AREA OF THE SWIMMING POOL.

#### **4. LAKES & WATER BODIES.**

4.1 Swimming Prohibited. The lakes located in the Livingston Lakes Community are for aesthetic, water retention and drainage purposes only. No person, whether child or adult, is permitted to swim, bathe, play or otherwise enter any lake at any time for any purpose whatsoever. This prohibition also applies to pets. IT IS HEREBY DECLARED TO BE A VIOLATION OF THESE RULES AND REGULATIONS FOR ANY PERSON TO ENTER, OR FOR ANY PERSON TO ALLOW A CHILD UNDER THEIR SUPERVISION TO ENTER, THE LAKE FOR ANY PURPOSE WHATSOEVER. THE LAKES ARE NOT INTENDED OR PERMITTED FOR ANY SWIMMING, BATHING, BOATING, RAFTING, FISHING OR RECREATIONAL USE AND MAY CONTAIN HAZARDOUS MATERIALS, DANGEROUS ROCKS, GRADATION, ANIMALS OR VEGETATION. SWIMMING OR BATHING IN THE LAKE MAY RESULT IN SERIOUS INJURY OR DEATH.

#### **5. PRESERVE OR CONSERVATION AREAS.**

5.1 Portions of the Association Property are protected by the Conservation Easement by and between the Developer and Collier County, Florida, recorded in Official Records Book 5081, Page 3259 of the Public Records of Collier County. Pursuant to the Conservation Easement, the preserve or conservation areas are restricted and certain activities within such areas are prohibited in order to ensure that they are not altered from their natural state. No person shall remove any native vegetation, apply any herbicide, construct or place landscaping, buildings, roads, signs, billboards or other advertising, utilities or other structures above ground; dump or place soil or other substances as landfill or place trash, waste or unsightly or offensive materials; remove or destroy trees, shrubs or other vegetation in the preserve or conservation areas.

#### **6. ROADS AND GATES; ACCESS CONTROL.**

6.1 No parking is permitted on any private road or the access road that obstructs the traffic flow in the Livingston Lakes Community. The Association shall have the right to tow or boot any vehicle that is parked on any private road or the access road for any extended period of time. Vehicles in violation of the foregoing will be towed or booted at the owner's expense.

6.2 All parking signs in the Livingston Lakes Community must be observed.

6.3 The Association's Manager will provide initial "smart passes" or access key cards to Primary Residents free of charge for vehicular ingress, egress and access to the Livingston Lakes Community through the front gate. The Association shall have the right to charge the Primary Resident for any replacement "smart passes" or access key cards from time to time, in an amount determined by the Board of Directors in its sole discretion.

#### **7. MISCELLANEOUS.**

7.1 Rule Changes. The Board of Directors of the Association reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, in its opinion, shall be necessary or desirable for the safety and

protection of the amenities and their users, to promote cleanliness and good order of the property and to assure the comfort and convenience of the Primary Residents and Occupants.

These Rules and Regulations do not purport to constitute all of the restrictions affecting the Association Property. Reference should also be made to the Condominium Documents. The Fines, Notice and Hearing Procedures for the failure of any Member, or any occupant, guest, invitee, tenant, contractor or employee of the Member, to comply with these Rules and Regulations are provided in Section 17 of the Bylaws of the Association.



**RULES AND REGULATIONS****FOR****GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM**

(All capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Declaration of Condominium for Garden Homes at Livingston Lakes, a Condominium ("Declaration of Condominium")).

The Livingston Lakes Condominium Association, Inc. ("Association") is responsible for the management, operation, maintenance, insurance, inspection, repair and replacement of the Common Elements of the Condominium.

These Rules and Regulations for the Condominium shall apply equally to Unit Owners who are Members of the Association (hereinafter, either "Unit Owners" or "Members"), their Tenants who shall have the privileges of the Member while any lease is in effect) (a Member and his or her Tenant shall hereinafter be collectively referred to as the "Primary Resident" or "Primary User") and their Occupants (as defined in the Declaration of Condominium, the term "Occupant" includes Members, Guests or Tenants who reside in a Unit as authorized by a Member or its agent, and where the context dictates, the term Occupant also includes family members, licensees and invitees).

**A. GENERAL RULES**

1. Passenger automobiles, small pick-up trucks, sports utility vehicles and/or vans of the type commonly used as private passenger vehicles, and motorcycles that do not exceed the size of one parking space shall be parked in the parking space assigned for the exclusive use of the Member's Unit ("Designated Space"). No Unit shall be permitted to park more than two (2) vehicles on the Condominium Property, one in the Designated Space assigned to the Unit and one in an unassigned parking space. The Association has the right to limit the use of the parking areas and the number of vehicles that any Unit Owner and such Unit Owner's family, guests, invitees and tenants, may park at any one time on the Condominium Property and Association Property. The Association has the right, from time to time, to close off portions of the parking area (other than the Designated Spaces and access thereto) for private parties and/or functions. Except for the Designated Spaces, the parking spaces located on the Common Elements are not assigned and are for use by Owners, guests, visitors and vendors subject to the limits on the number of vehicles per Unit. Commercial vehicles, trucks, campers, motor homes, trailers, boats and boat trailers are prohibited. Bicycles and mopeds shall be parked only in the Member's Designated Space on the Condominium Property, if any, and as may otherwise be designated by the Board of Directors. Vehicle maintenance is not permitted on the Condominium Property. All vehicles must be currently licensed with license displayed as required by law, be in good operating condition and be in compliance with all requirements to operate in public areas including any insurance requirements. No inoperable or unsightly vehicles may be kept on the Condominium Property. Vehicles must be parked only within spaces provided for parking. Only one vehicle may be parked in any parking space. No vehicle may be parked in front of dumpsters, blocking other vehicles, on the grass, outside the boundaries of a single defined parking space, or in entrances or exits. The Association may impose additional parking regulations including requiring the use of parking decals on vehicles. Any violations of the foregoing rules will subject the vehicles to being towed without notice at the owner's expense. Notwithstanding the foregoing, the Developer shall be exempt from this regulation for vehicles engaged in any activity relating to construction, maintenance, marketing,

sales or leasing of Units, as are commercial vehicles used by vendors while engaged in work at the Condominium.

2. Small pick-up trucks, sports utility vehicles and/or vans of the type commonly used as private passenger vehicles may be parked on the Condominium Property, so long as no commercial equipment or lettering or graphics is exposed to view. The term "commercial vehicle" shall include all automobiles, trucks and vehicular equipment, including station wagons, which bear signs or a reference to any commercial undertaking or enterprise. This prohibition on parking shall not apply to trucks and commercial vehicles, such as for pick-up, delivery or repairs to the Association Property and Condominium Property and other commercial services, temporarily parked during business hours in compliance with this Declaration and the Rules and Regulations. Nor shall this prohibition apply to any passenger vehicle, sports utility vehicle or mini-van owned or issued by a local, state or federal government that is assigned to a Primary Resident for personal use and has a license tag or other form of identification which identifies the vehicle as a governmental vehicle.

3. All powered vehicles capable of exceeding five (5) miles per hour must be licensed, registered and insured. Golf cart type vehicles, whether electric or gas powered, are not permitted, except for those operated by Developer, the Association or their respective contractors or vendors in connection with the maintenance, repair or security of the Condominium or Livingston Lakes Community.

4. No exterior radio, television or data reception antenna or any exterior wiring for any purpose may be installed on the Condominium Property without the written consent of the Board of Directors.

5. To maintain harmony of the exterior appearance of the Building, no one shall make any changes to, place anything upon, affix anything to or exhibit anything from any part of the Condominium Property visible from the exterior of a Building or from the Common Elements without the prior written consent of the Board of Directors. All curtains, shades, drapes and blinds shall be white or off-white in color or lined with material of these colors. Tile and floor coverings on any lanai, other than those originally installed by the Developer, must be approved in advance by the Board of Directors as provided in Article 10 of the Declaration of Condominium.

6. All Common Elements inside and outside of a Building will be used for their designated purposes only, and nothing belonging to Primary Residents or their Occupants shall be kept therein or thereon without the approval of the Board of Directors, and such areas shall at all times be kept free of obstruction. Primary Residents are financially responsible to the Association for damage to the Common Elements caused by themselves or their Occupants.

7. Section 18.11 of the Declaration details certain pet restrictions upon the Condominium Property. No pet shall be kept tied outside a Unit or on any lanai, loggia, balcony or terrace, unless someone is present in the Unit. The Primary Resident or Occupant shall immediately pick up and remove any solid animal waste deposited by his or her pet. The Primary Resident or Occupant shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Condominium

Property. If a dog or any other animal becomes obnoxious or a nuisance to other Primary Residents or Occupants by barking or otherwise, the Primary Resident thereof must cause the problem to be corrected; or, if it is not corrected, the Primary Resident, upon fifteen (15) days' written notice by the Board of Directors, will be required to permanently remove the animal from the Condominium Property. The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

8. No garbage, refuse, trash or rubbish shall be deposited or disposed of on the Condominium Property or Association Property except as permitted by the Association. The requirements from time to time of the applicable governmental authority, trash collection company or the Association (which may, but shall not be required to, provide solid waste removal services) for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Garbage and trash shall be disposed of only in receptacles approved by the governmental authority, trash collection company or the Association and designated for such purposes by the Association.

9. Units may be leased only in accordance with Section 19 of the Declaration.

10. The Association shall retain a pass key to each Unit in the Condominium, and the Primary Residents shall provide the Association with a new or extra key whenever locks are changed or added to the Unit entry door.

11. Children shall be under the direct control of a responsible adult at all times while on the Common Elements. Children shall not be permitted to run, play tag or act boisterously on the Common Elements. Skateboarding, "Big Wheels", scooters, or loud or obnoxious toys are prohibited. Children may be removed from the Common Elements for misbehavior by or on the instructions of the Association's Manager or the Board of Directors.

12. Loud and disturbing noises are prohibited.

13. Electronic devices that emit noise (including, without limitation, radios, iPads, smartphones, portable DVD players, portable CD players and laptop computers, handheld game devices and televisions) shall be regulated to sound levels that will not disturb others and if used at or in the vicinity of the Common Elements shall be used only with earphones.

14. No vocal or instrumental practice is permitted in a Unit or on any portion of the Common Elements after 10:00 p.m. or before 9:00 a.m.

15. Use of barbecue grills shall only be allowed in areas designated as safe and appropriate by the Board of Directors. In accordance with the Florida Fire Prevention Code (Fifth Edition), effective December 31, 2014, no hibachis, grills or other similar devices for cooking, heating or any other purpose, whether gas, propane, charcoal or electric, shall be used, kindled or stored on any lanai, loggia, walkway, stairs or any other Limited Common Element areas, or within 10 feet of any Building or other structure.

16. Illegal and immoral practices are prohibited.

17. Lawns, shrubbery or other exterior plantings in the Common Elements shall not be altered, moved or added to without permission of the Board of Directors.

18. Laundry, bathing apparel and beach accessories shall not be maintained outside of the Units or Limited Common Element loggias, lanais, balconies or terraces, and such apparel and accessories shall not be exposed to view.

19. No nuisance of any type or kind shall be maintained upon the Condominium Property.

20. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on a Building or contents thereof or upon any portion of the Condominium Property, without the prior written consent of the Board of Directors. No Primary Resident shall permit anything to be done or kept in his Unit, Limited Common Elements or in the Common Elements which will result in the cancellation of insurance on a Building, or contents thereof, or which would be in violation of any law or building code.

21. Persons moving furniture and other property into and out of Units must notify the Association's Manager in advance. All such moving must be Mondays through Saturdays between the hours of 8:00 a.m. and 5:00 p.m. Moving vans and trucks used for this purpose shall only remain on the Condominium Property when actually in use. No moving is permitted on Sundays and legal holidays.

22. These Rules and Regulations shall apply equally to Primary Residents and their Occupants and designees.

23. The Board of Directors may impose a fine for each violation of these Rules and Regulations or any of the Condominium Documents in accordance with the provisions of Section 17 of the Bylaws of the Association and Chapter 718, Florida Statutes.

24. The Association, the Association's Manager and their representatives, agents, employees, contractors, subcontractors, designees and assigns are not permitted to perform private work for Primary Residents or Occupants during normal work hours. If the foregoing parties are agreeable, staff may assist such persons privately when off duty.

These Rules and Regulations do not purport to constitute all of the restrictions affecting the Condominium. Reference should be made to the Condominium Documents. The Board of Directors reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, in its opinion, shall be necessary or desirable for the safety and protection of the amenities and their users, to promote cleanliness and good order of the property and to assure the comfort and convenience of the Primary Residents and Occupants.

#### **RULES FOR DECORATORS, CONTRACTORS AND SUB-CONTRACTORS**

25. The Member must pre-register with the Association's Manager, giving him the name, address, telephone number and fax number of the Member's representative who will be



overseeing the work being done in the Unit whether it is the interior decorator, the general contractor or the Member.

26. Prior to commencing work, the Member's representative must submit to the Association's Manager, a list of names, addresses and telephone numbers of all sub-contractors who will be working in the Unit, together with a schedule for their work.

27. The Association's Manager will coordinate with the Member's representative for the issuance of temporary passes for access for decorators and contractors into the Livingston Lakes Community through the entrances designated by the Association from time to time.

28. Work hours are 8:00 a.m. to 5:00 p.m., Monday through Friday and from 8:00 am to 12:00 p.m. on Saturdays. No work is permitted on Sundays and legal holidays.

29. The contractor and all sub-contractors must have appropriate licenses and insurance for working in Collier County and submit proof of same for the Association's Manager's file.

30. Prior to authorization for access, the contractors and all sub-contractors must produce from their insurance carrier a Certificate of Insurance of general liability of no less than \$250,000.00 per occurrence and no less than \$500,000.00 aggregate, and provide proof of Worker's Compensation coverage for the Association's Manager's file.

31. All vehicles and persons will enter only at location approved by the Association's Manager.

32. Workers will be allowed to unload their materials and equipment outside the Building in which the Member's Unit is located. After unloading, workers must park their vehicles in the designated Common Element parking areas or as specified by the Association's Manager.

33. All trash and debris shall be hauled off by the workers on a daily basis unless a dumpster is specifically designated for their use.

34. Grout, paint, wall mud or any other material may not be poured down drains, sinks, toilets or bathtubs.

35. Breaks and lunches, if taken, should be confined to within the Unit.

36. Access to individual Units must be coordinated through the Member, decorator or other designee.

37. No extension cords shall be hung from any of the sprinkler heads, nor shall any sprinkler head be tampered with or removed.

38. Unit smoke alarms are to be left in place. They are to be properly protected during the interior finish work which generates heavy airborne particles, i.e. sanding and painting.

39. Workers are not to wander around in areas other than the specific area or Unit to which they are assigned.

40. Each Member is responsible for the actions of his or her decorator(s), contractor(s) and sub-contractor(s) while on the Condominium Property. Decorators, contractors, and sub-contractors are on the Condominium Property at their own risk and agree to indemnify and hold harmless the Association and WCI Communities, LLC for any liability or damages which might arise in connection with their activities on the Condominium Property or within the Livingston Lakes Community.

41. Smoking, while discouraged, will only be allowed in the individual Units with the Member's permission.

42. Please help us keep the Common Elements clean.

Activities will be monitored during the day. Non-compliance may result in the decorator's, contractor's and sub-contractor's firm being barred from the Condominium Property.

If the Member has any questions, he or she should contact the Association's Manager.

**B. RULES FOR OWNER PARTICIPATION IN BOARD OF DIRECTORS MEETINGS, A BUDGET COMMITTEE MEETING AND A MEETING OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD OF DIRECTORS; AND OF THE LOCATION FOR POSTING NOTICES OF MEETINGS**

**I. THE RIGHT TO SPEAK**

1. To the maximum extent practical, the posted Board of Directors meeting agenda for each meeting shall list the substance of the matters and actions to be considered by the Board of Directors.

2. Roberts Rules of Order (latest edition) shall govern the conduct of the Association meeting when not in conflict with the Declaration of Condominium, the Articles of Incorporation or the By-Laws of the Association.

3. After each motion is made and seconded by the Board of Directors members the meeting Chairperson will permit Member participation regarding the motion on the floor, which time may be limited depending on the complexity and effect on the Association.

4. Member participation will not be permitted after reports of officers or committees unless a motion is made to act upon the report, or the Chairperson determines that it is appropriate or is in the best interest of the Association.

5. A Member wishing to speak must first raise his or her hand and wait to be recognized by the Chair.

6. While a Member is speaking, he or she must address only the Chair; no one else is permitted to speak at the same time.

7. A Member may speak only once for not more than three (3) minutes and only on the subject or motion on the floor.

8. The Chair may, by asking if there be any objection and hearing none, permit a Member to speak for longer than three (3) minutes, or to speak more than once on the same subject. The objection, if any, may be that of a Board of Directors member only and if there is an objection then the question will be decided by a vote of the Board of Directors.

9. The Chair will have the sole authority and responsibility to see to it that all Member participation is relevant to the subject or motion on the floor.

## **II. THE RIGHT TO VIDEOTAPE OR AUDIOTAPE:**

1. The audio and video equipment and devices which Members are authorized to utilize at any such meeting must not produce distracting sound or light emissions.

2. Audio or video equipment shall be assembled and placed in position in advance of the commencement of the meeting in a location that is acceptable to the Board of Directors or any designated Committee.

3. Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

4. At least twenty-four (24) hours advance written notice shall be given to the Board of Directors by any Member desiring to utilize any audio and/or video equipment to record a meeting.

## **III. ALL NOTICES OF MEMBERSHIP, DIRECTORS AND COMMITTEE MEETINGS AT WHICH OWNERS ARE ENTITLED TO PARTICIPATE WILL BE POSTED ON THE CONDOMINIUM PROPERTY AT THE MAIL BOX AREAS.**

**Exhibit "F-II"**

**Legal Description of Phase II (Additional Phase) and  
Proposed Plot Plans for Phase II (Additional Phase)**

**Exhibit "F-III"**

**Legal Description of Phase III (Additional Phase) and  
Proposed Plot Plans for Phase III (Additional Phase)**

**Exhibit "F-IV"**

**Legal Description of Phase IV (Additional Phase) and  
Proposed Plot Plans for Phase IV (Additional Phase)**

**Exhibit "F-V"**

**Legal Description of Phase V (Additional Phase) and  
Proposed Plot Plans for Phase V (Additional Phase)**

**Exhibit "F-VI"**

**Floor Plans and Elevations for Phases II, III, IV and V (Additional Phases)**

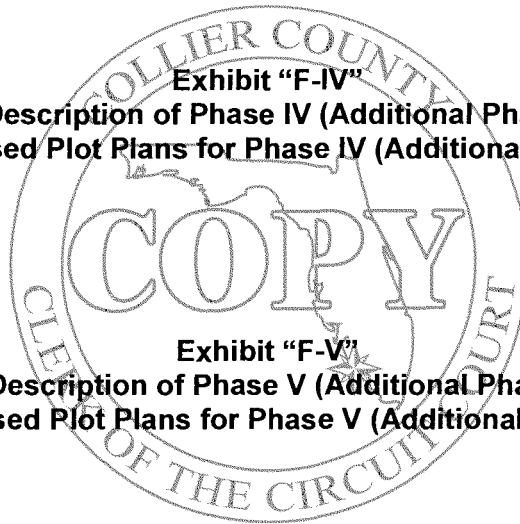


EXHIBIT F-II TO THE DECLARATION OF CONDOMINIUM  
FOR GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM

PROPERTY DESCRIPTION (BUILDINGS 30 AND 31)

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, SOUTH 89°57'51" EAST, A DISTANCE OF 1,603.23 FEET; THENCE NORTH 00°02'09" EAST, A DISTANCE OF 58.47 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE NORTH 00°01'22" EAST, A DISTANCE OF 109.53 FEET; THENCE SOUTH 89°54'27" EAST, A DISTANCE OF 97.72 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHEASTERLY 96.65 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 69.50 FEET, A CENTRAL ANGLE OF 79°40'56", (CHORD BEARING NORTH 50°15'05" EAST, A DISTANCE OF 89.05 FEET); THENCE NORTH 10°24'37" EAST, A DISTANCE OF 6.83 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHERLY 58.66 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 244.50 FEET, A CENTRAL ANGLE OF 13°44'48", (CHORD BEARING NORTH 03°32'13" EAST, A DISTANCE OF 58.52 FEET); THENCE NORTH 87°53'48" EAST, A DISTANCE OF 117.21 FEET; THENCE SOUTH 02°06'12" EAST, A DISTANCE OF 135.35 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 155.97 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 97.00 FEET, A CENTRAL ANGLE OF 92°07'34", (CHORD BEARING SOUTH 43°57'35" WEST, A DISTANCE OF 139.70 FEET); THENCE NORTH 89°58'38" WEST, A DISTANCE OF 196.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.06 ACRES, MORE OR LESS.

PROPERTY DESCRIPTION (PARCEL "C")

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, SOUTH 89°57'51" EAST, A DISTANCE OF 1,901.67 FEET; THENCE NORTH 00°02'09" EAST, A DISTANCE OF 30.87 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE NORTH 89°58'38" WEST, A DISTANCE OF 93.15 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE NORTHEASTERLY 94.59 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 43°21'25", (CHORD BEARING NORTH 64°10'48" EAST, A DISTANCE OF 92.35 FEET); THENCE SOUTH 47°29'54" EAST, A DISTANCE OF 17.67 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 4.36 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 142.67 FEET, A CENTRAL ANGLE OF 01°45'05", (CHORD BEARING SOUTH 43°22'38" WEST, A DISTANCE OF 4.36 FEET); THENCE SOUTH 00°01'22" WEST, A DISTANCE OF 25.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.491 SQUARE FEET, MORE OR LESS.

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AS BEING SOUTH 89°57'51" EAST.
2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	N/A
FILE:	14-98-GH-F
SHEET:	1 of 14



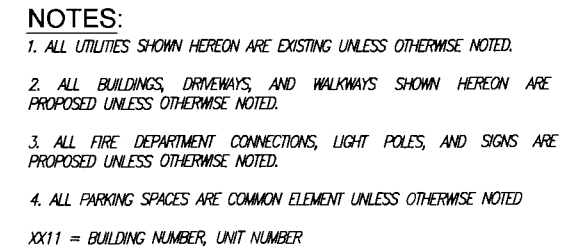
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Bonita Springs, Florida 34134

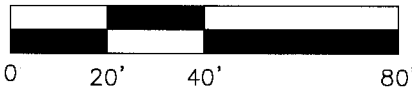
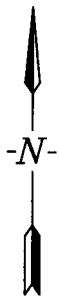
PROPOSED  
PHASE II

NOT COMPLETE WITHOUT  
SHEETS 1 -14 OF 14



NOT COMPLETE WITHOUT  
SHEETS 1 -14 OF 14

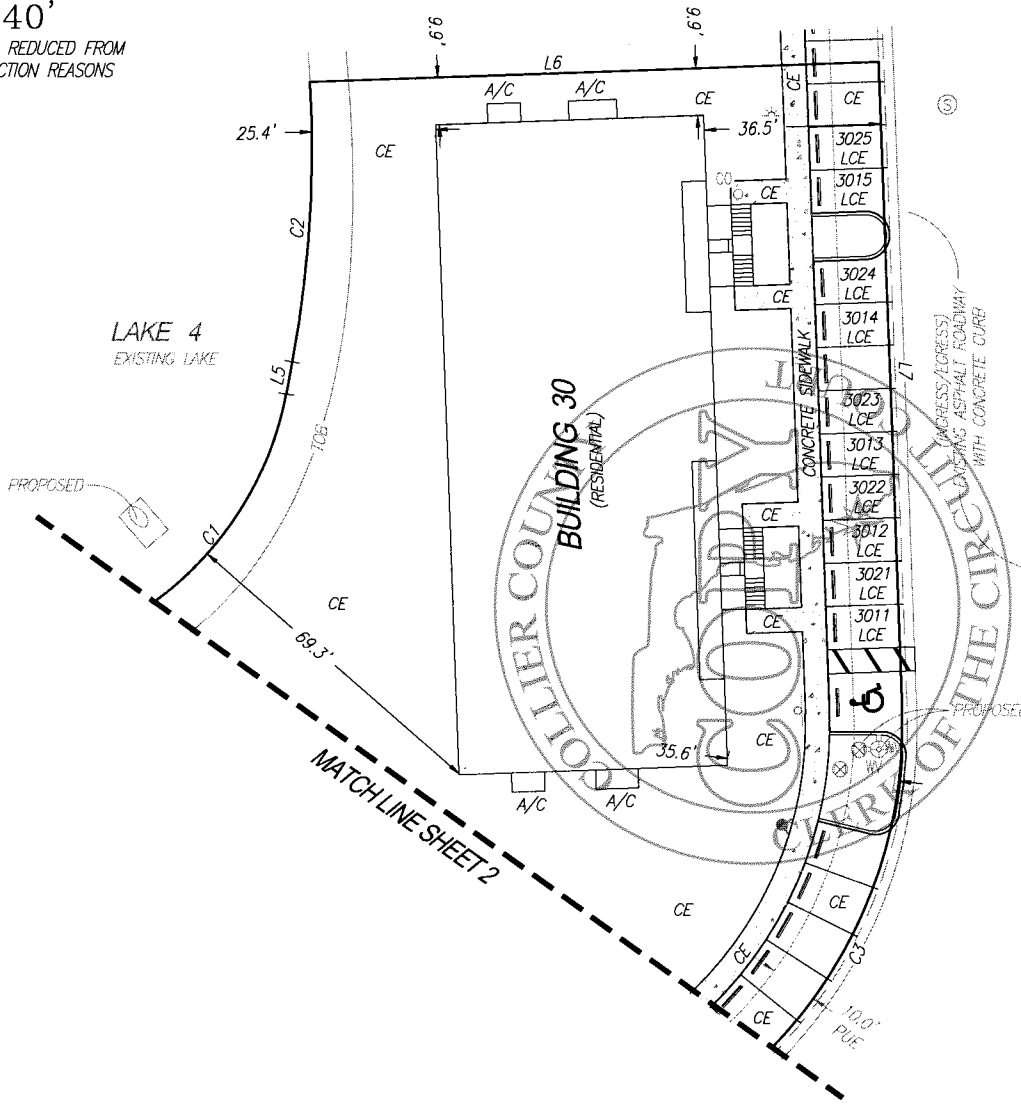
EXHIBIT F-II TO THE DECLARATION OF CONDOMINIUM  
FOR GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM



SCALE: 1" = 40'  
THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM  
INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS

LEGEND:

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- OR OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- PG PAGE(S)
- A.E. ACCESS EASEMENT
- D.E. DRAINAGE EASEMENT
- C.U.E. COUNTY UTILITY EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- WV WATER VALVE
- WM WATER METER
- FD FIRE HYDRANT
- CO CLEAN OUT
- BP BACK FLOW PREVENTER
- CB CATCH BASIN
- DM DRAINAGE MANHOLE
- YD YARD DRAIN
- EB ELECTRIC BOX/RISER
- ET ELECTRIC TRANSFORMER
- LP LIGHT POLE
- CTV CABLE TELEVISION BOX/RISER
- ARV AIR RELEASE VALVE
- GV GAS VALVE
- GM GAS MARKER
- IRV IRRIGATION VALVE
- NGVD 29 NATIONAL GEODETIC VERTICAL DATUM
- NAVD 88 NORTH AMERICAN VERTICAL DATUM
- CE COMMON ELEMENT
- LCE LIMITED COMMON ELEMENT
- LME LAKE MAINTENANCE EASEMENT
- ME MITERED END
- TOB TOP OF BANK
- WBS WATER BACTERIAL SAMPLE POINT
- FDC FIRE DEPARTMENT CONNECTION
- SSM SANITARY SEWER MANHOLE
- A/C AIR CONDITION PAD (LCE)
- P SIGN



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	69.50'	96.65'	79°40'56"	N 50°15'05" E	89.05'
C2	244.50'	58.66'	13°44'48"	N 3°32'13" E	58.52'
C3	97.00'	155.97'	92°07'34"	S 43°57'35" W	139.70'

LINE TABLE		
LINE	BEARING	DISTANCE
L5	N 10°24'37" E	6.83'
L6	N 87°53'48" E	117.21'
L7	S 2°06'12" E	135.35'

NOTES:

- 1. ALL UTILITIES SHOWN HEREON ARE EXISTING UNLESS OTHERWISE NOTED.
  - 2. ALL BUILDINGS, DRIVEWAYS, AND WALKWAYS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED.
  - 3. ALL FIRE DEPARTMENT CONNECTIONS, LIGHT POLES, AND SIGNS ARE PROPOSED UNLESS OTHERWISE NOTED.
  - 4. ALL PARKING SPACES ARE COMMON ELEMENT UNLESS OTHERWISE NOTED
- XX11 = BUILDING NUMBER, UNIT NUMBER

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	1" = 40'
FILE:	14-98-GH-F
SHEET:	3 of 14



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Bonita Springs, Florida 34134

PROPOSED  
**PHASE II**  
PLOT PLAN

NOT COMPLETE WITHOUT  
SHEETS 1 -14 OF 14

EXHIBIT F-III TO THE DECLARATION OF CONDOMINIUM  
FOR GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM

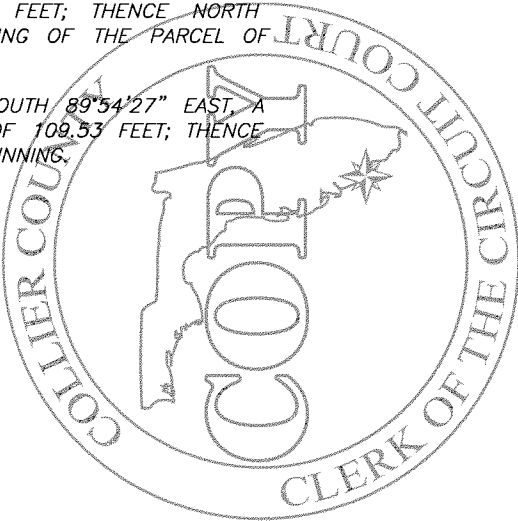
PROPERTY DESCRIPTION (BUILDINGS 32 AND 33)

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, SOUTH 89°57'51" EAST, A DISTANCE OF 1,270.77 FEET; THENCE NORTH 00°02'09" EAST, A DISTANCE OF 58.40 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE NORTH 00°01'22" EAST, A DISTANCE OF 109.93 FEET; THENCE SOUTH 89°54'27" EAST, A DISTANCE OF 332.47 FEET; THENCE SOUTH 00°01'22" WEST, A DISTANCE OF 109.53 FEET; THENCE NORTH 89°58'38" WEST, A DISTANCE OF 332.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.84 ACRE, MORE OR LESS.



NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AS BEING SOUTH 89°57'51" EAST.
2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	N/A
FILE:	14-98-GH-F
SHEET:	4 of 14



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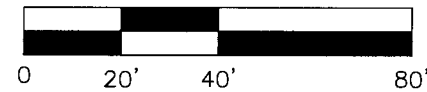
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PROPOSED  
PHASE III

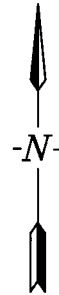
NOT COMPLETE WITHOUT  
SHEETS 1 -14 OF 14





SCALE: 1" = 40'

THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM  
INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS



# EXHIBIT F-III TO THE DECLARATION OF CONDOMINIUM FOR GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM

## NOTES:

1. ALL UTILITIES SHOWN HEREON ARE EXISTING UNLESS OTHERWISE NOTED.
2. ALL BUILDINGS, DRIVEWAYS, AND WALKWAYS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED.
3. ALL FIRE DEPARTMENT CONNECTIONS, LIGHT POLES, AND SIGNS ARE PROPOSED UNLESS OTHERWISE NOTED.
4. ALL PARKING SPACES ARE COMMON ELEMENT UNLESS OTHERWISE NOTED.

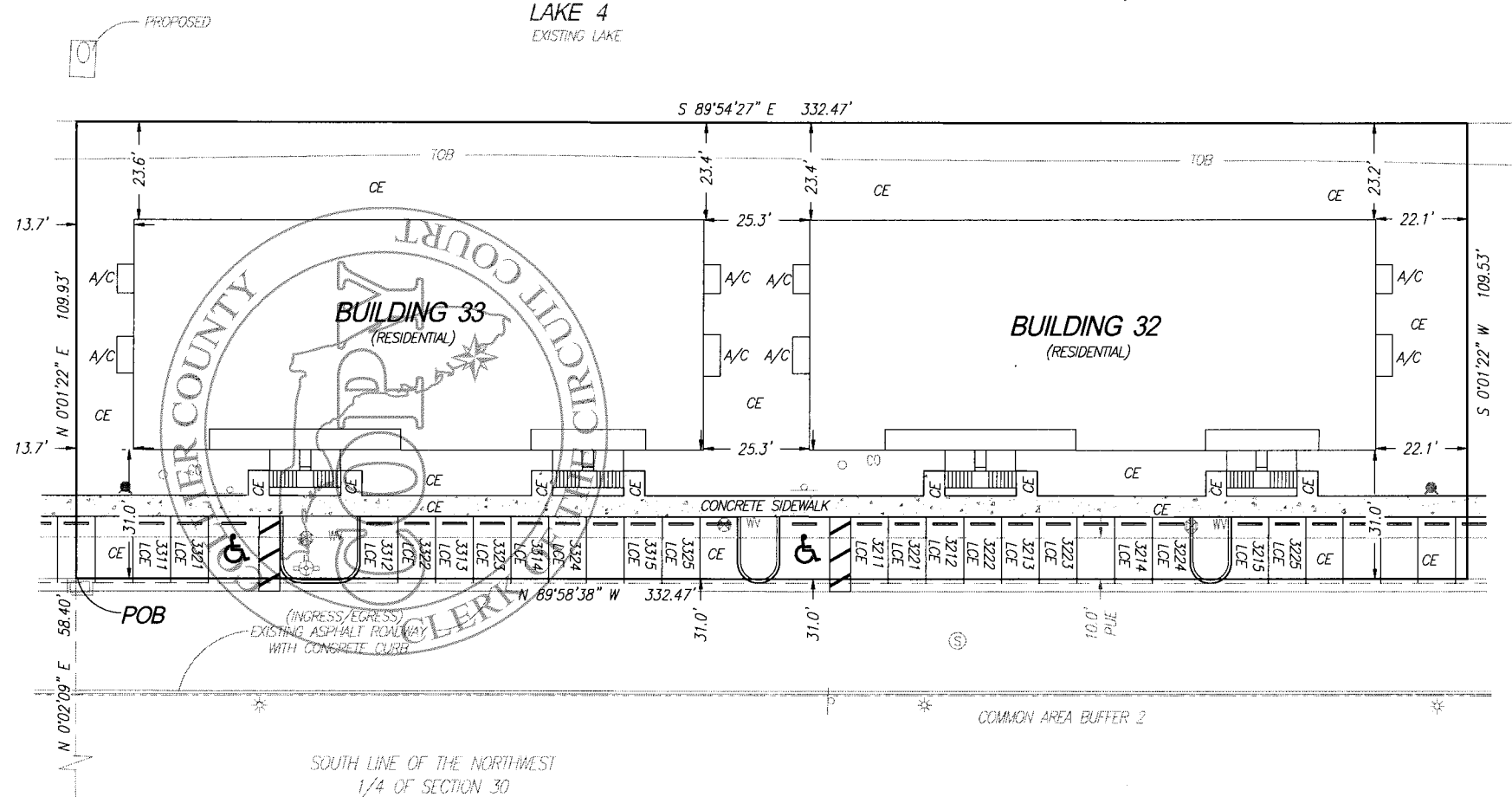
XX11 = BUILDING NUMBER, UNIT NUMBER

## LEGEND:

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
OR	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE(S)
A.E.	ACCESS EASEMENT
D.E.	DRAINAGE EASEMENT
C.U.E.	COUNTY UTILITY EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
WV	WATER VALVE
WM	WATER METER
FH	FIRE HYDRANT
CO	CLEAN OUT
BFP	BACK FLOW PREVENTER
CB	CATCH BASIN
DM	DRAINAGE MANHOLE
YD	YARD DRAIN
EB	ELECTRIC BOX/RISER
ET	ELECTRIC TRANSFORMER
LP	LIGHT POLE
CTBR	CABLE TELEVISION BOX/RISER
ARV	AIR RELEASE VALVE
GV	GAS VALVE
GM	GAS MARKER
IRV	IRRIGATION VALVE
NGVD 29	NATIONAL GEODETIC VERTICAL DATUM
NAVD 88	NORTH AMERICAN VERTICAL DATUM
CE	COMMON ELEMENT
LCE	LIMITED COMMON ELEMENT
LME	LAKE MAINTENANCE EASEMENT
ME	MITERED END
TOB	TOP OF BANK
WBS	WATER BACTERIAL SAMPLE POINT
FDC	FIRE DEPARTMENT CONNECTION
SSM	SANITARY SEWER MANHOLE
ACP	AIR CONDITION PAD (LCE)
S	SIGN

POC  
WEST QUARTER CORNER  
OF SECTION 30-48-26

S 89°57'51" E 1270.77'



DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	1" = 40'
FILE:	14-98-GH-F
SHEET:	5 of 14



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Bonita Springs, Florida 34134

PROPOSED  
**PHASE III**  
PLOT PLAN

NOT COMPLETE WITHOUT  
SHEETS 1 -14 OF 14

EXHIBIT F-IV TO THE DECLARATION OF CONDOMINIUM  
FOR GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM

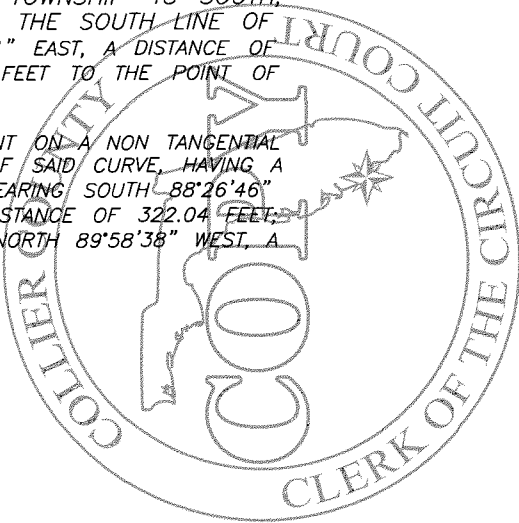
PROPERTY DESCRIPTION (BUILDINGS 34 AND 35)

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 30,  
TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 48 SOUTH,  
RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE SOUTH LINE OF  
THE NORTHWEST QUARTER OF SAID SECTION 30, SOUTH 89°57'51" EAST, A DISTANCE OF  
941.36 FEET; THENCE NORTH 00°02'09" EAST, A DISTANCE OF 58.33 FEET TO THE POINT OF  
BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE NORTH 00°01'22" EAST, A DISTANCE OF 110.52 FEET TO A POINT ON A NON TANGENTIAL  
CURVE TO THE LEFT; THENCE EASTERLY 7.37 FEET ALONG THE ARC OF SAID CURVE, HAVING A  
RADIUS OF 144.50 FEET, A CENTRAL ANGLE OF 02°55'22", (CHORD BEARING SOUTH 88°26'46"  
EAST, A DISTANCE OF 7.37 FEET); THENCE SOUTH 89°54'27" EAST, A DISTANCE OF 322.04 FEET;  
THENCE SOUTH 00°01'22" WEST, A DISTANCE OF 109.93 FEET; THENCE NORTH 89°58'38" WEST, A  
DISTANCE OF 329.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.83 ACRE, MORE OR LESS.



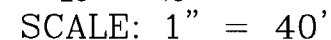
NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AS BEING SOUTH 89°57'51" EAST.
2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
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DRAWN BY: KJG			
CHECKED BY: DLS			
JOB CODE: LLCONDO			
SCALE: N/A			
FILE: 14-98-GH-F			
SHEET: 6 of 14			

PROPOSED  
PHASE IV

NOT COMPLETE WITHOUT  
SHEETS 1 -14 OF 14



THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM  
INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS

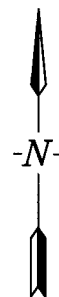


EXHIBIT F-IV TO THE DECLARATION OF CONDOMINIUM  
FOR GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM

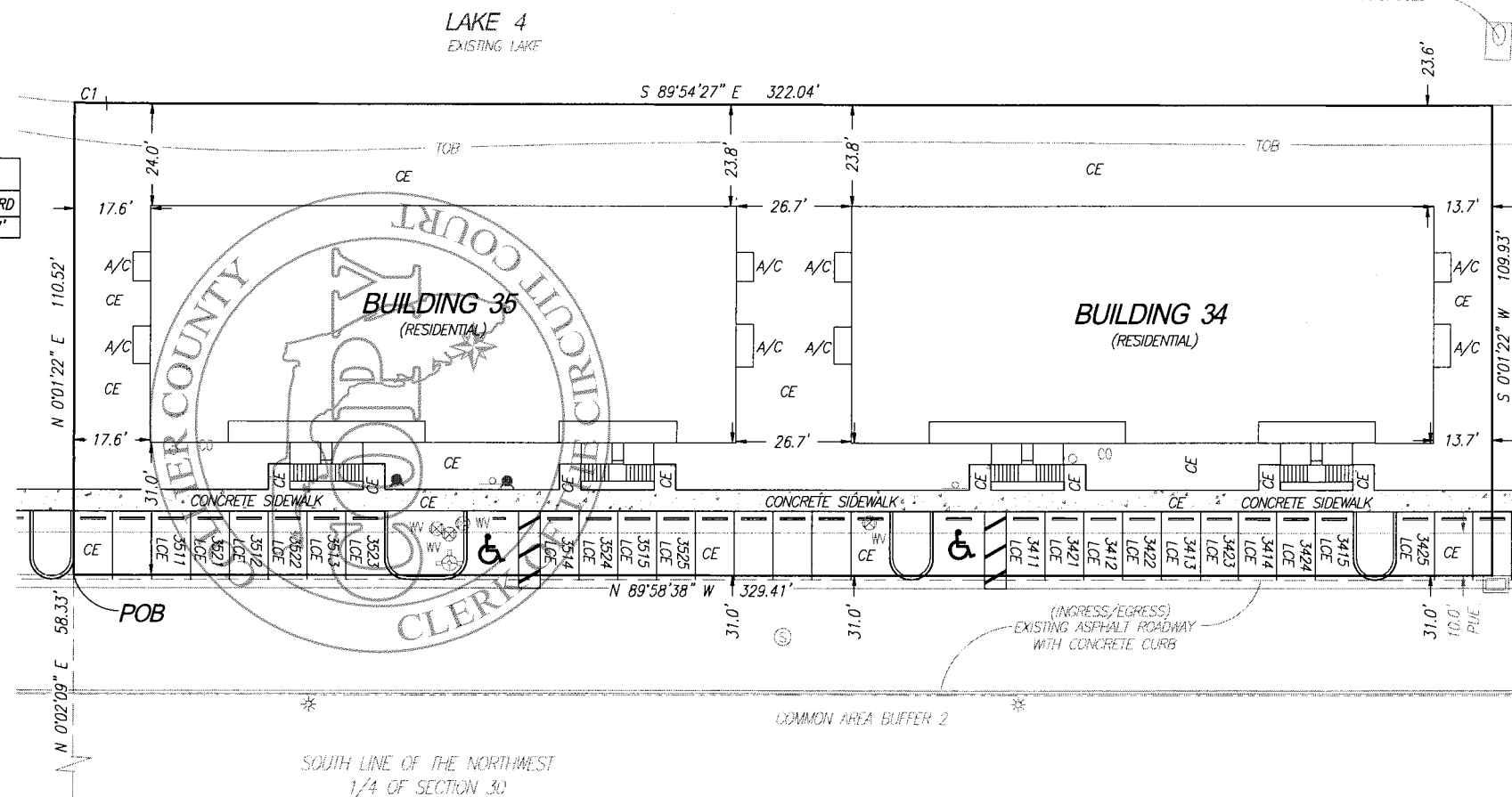
NOTES:

1. ALL UTILITIES SHOWN HEREON ARE EXISTING UNLESS OTHERWISE NOTED.
  2. ALL BUILDINGS, DRIVEWAYS, AND WALKWAYS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED.
  3. ALL FIRE DEPARTMENT CONNECTIONS, LIGHT POLES, AND SIGNS ARE PROPOSED UNLESS OTHERWISE NOTED.
  4. ALL PARKING SPACES ARE COMMON ELEMENT UNLESS OTHERWISE NOTED
- XX11 = BUILDING NUMBER, UNIT NUMBER

**LEGEND:**

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
OR	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE(S)
A.E.	ACCESS EASEMENT
D.E.	DRAINAGE EASEMENT
C.U.E.	COUNTY UTILITY EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
WV	⊗ WATER VALVE
	Ⓜ WATER METER
	⊕ FIRE HYDRANT
CO	○ CLEAN OUT
	<del>⊗</del> BACK FLOW PREVENTER
	▢ CATCH BASIN
	① DRAINAGE MANHOLE
	② YARD DRAIN
	Ⓢ ELECTRIC BOX/ RISER
	Ⓢ ELECTRIC TRANSFORMER
	☼ LIGHT POLE
	Ⓢ CABLE TELEVISION BOX/ RISER
	✚ AIR RELEASE VALVE
GV	⊗ GAS VALVE
	Ⓢ GAS MARKER
IRV	⊗ IRRIGATION VALVE
NGVD 29	NATIONAL GEODETIC VERTICAL DATUM
NAVD 88	NORTH AMERICAN VERTICAL DATUM
CE	COMMON ELEMENT
LCE	LIMITED COMMON ELEMENT
LME	LAKE MAINTENANCE EASEMENT
	Ⓢ MITERED END
TOB	TOP OF BANK
	⊗ WATER BACTERIAL SAMPLE POINT
	Ⓢ FIRE DEPARTMENT CONNECTION
	Ⓢ SANITARY SEWER MANHOLE
A/C	AIR CONDITION PAD (LCE)
	— SIGN

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	144.50'	7.37'	2°55'22"	S 88°26'46" E	7.37'



DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	1" = 40'
FILE:	14-98-GH-F
SHEET:	7 of 14



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**Bonita Springs, Florida 34134**

**Landscape Architects**  
Business LC 26000266

Fort Myers: 239.690.4380

PROPOSED  
**PHASE IV**  
PLOT PLAN

NOT COMPLETE WITHOUT  
SHEETS 1 -14 OF 14

EXHIBIT F-V TO THE DECLARATION OF CONDOMINIUM  
FOR GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM

**PROPERTY DESCRIPTION (BUILDING 36)**

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, SOUTH 89°57'51" EAST, A DISTANCE OF 941.36 FEET; THENCE NORTH 00°02'09" EAST, A DISTANCE OF 58.33 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE NORTH 89°58'38" WEST, A DISTANCE OF 52.03 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHWESTERLY 185.57 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 197.00 FEET, A CENTRAL ANGLE OF 53°58'12", (CHORD BEARING NORTH 62°59'32" WEST, A DISTANCE OF 178.78 FEET); THENCE NORTH 47°08'22" EAST, A DISTANCE OF 123.42 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE SOUTHEASTERLY 20.96 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 69.50 FEET, A CENTRAL ANGLE OF 17°16'45", (CHORD BEARING SOUTH 51°48'44" EAST, A DISTANCE OF 20.88 FEET); THENCE SOUTH 60°27'07" EAST, A DISTANCE OF 46.92 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE EASTERLY 66.92 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 144.50 FEET, A CENTRAL ANGLE OF 26°31'58", (CHORD BEARING SOUTH 73°43'06" EAST, A DISTANCE OF 66.32 FEET); THENCE SOUTH 00°01'22" WEST, A DISTANCE OF 110.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.53 ACRE, MORE OR LESS.

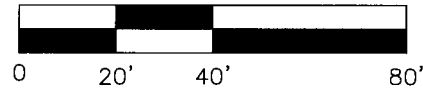
**NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AS BEING SOUTH 89°57'51" EAST.
2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

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DRAWN BY: KJG					
CHECKED BY: DLS					
JOB CODE: LLCONDO					
SCALE: N/A					
FILE: 14-98-GH-F					
SHEET: 8 of 14				Business LC 26000266	

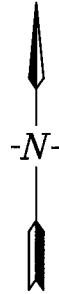
PROPOSED  
**PHASE V**

NOT COMPLETE WITHOUT  
SHEETS 1 -14 OF 14



SCALE: 1" = 40'

THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM  
INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS



LEGEND:

- POC POINT OF COMMENCEMENT  
POB POINT OF BEGINNING  
OR OFFICIAL RECORDS BOOK  
PB PLAT BOOK  
PG PAGE(S)  
A.E. ACCESS EASEMENT  
D.E. DRAINAGE EASEMENT  
C.U.E. COUNTY UTILITY EASEMENT  
P.U.E. PUBLIC UTILITY EASEMENT  
WV WATER VALVE  
WM WATER METER  
FH FIRE HYDRANT  
CO CLEAN OUT  
BFP BACK FLOW PREVENTER  
CB CATCH BASIN  
DM DRAINAGE MANHOLE  
YD YARD DRAIN  
EB ELECTRIC BOX/RISER  
ET ELECTRIC TRANSFORMER  
LP LIGHT POLE  
CTB CABLE TELEVISION BOX/RISER  
ARV AIR RELEASE VALVE  
GV GAS VALVE  
GM GAS MARKER  
IRV IRRIGATION VALVE  
NGVD 29 NATIONAL GEODETIC VERTICAL DATUM  
NAVD 88 NORTH AMERICAN VERTICAL DATUM  
CE COMMON ELEMENT  
LCE LIMITED COMMON ELEMENT  
LME LAKE MAINTENANCE EASEMENT  
ME MITERED END  
TOB TOP OF BANK  
WBS WATER BACTERIAL SAMPLE POINT  
FDC FIRE DEPARTMENT CONNECTION  
SSM SANITARY SEWER MANHOLE  
ACP AIR CONDITION PAD (LCE)  
SIGN

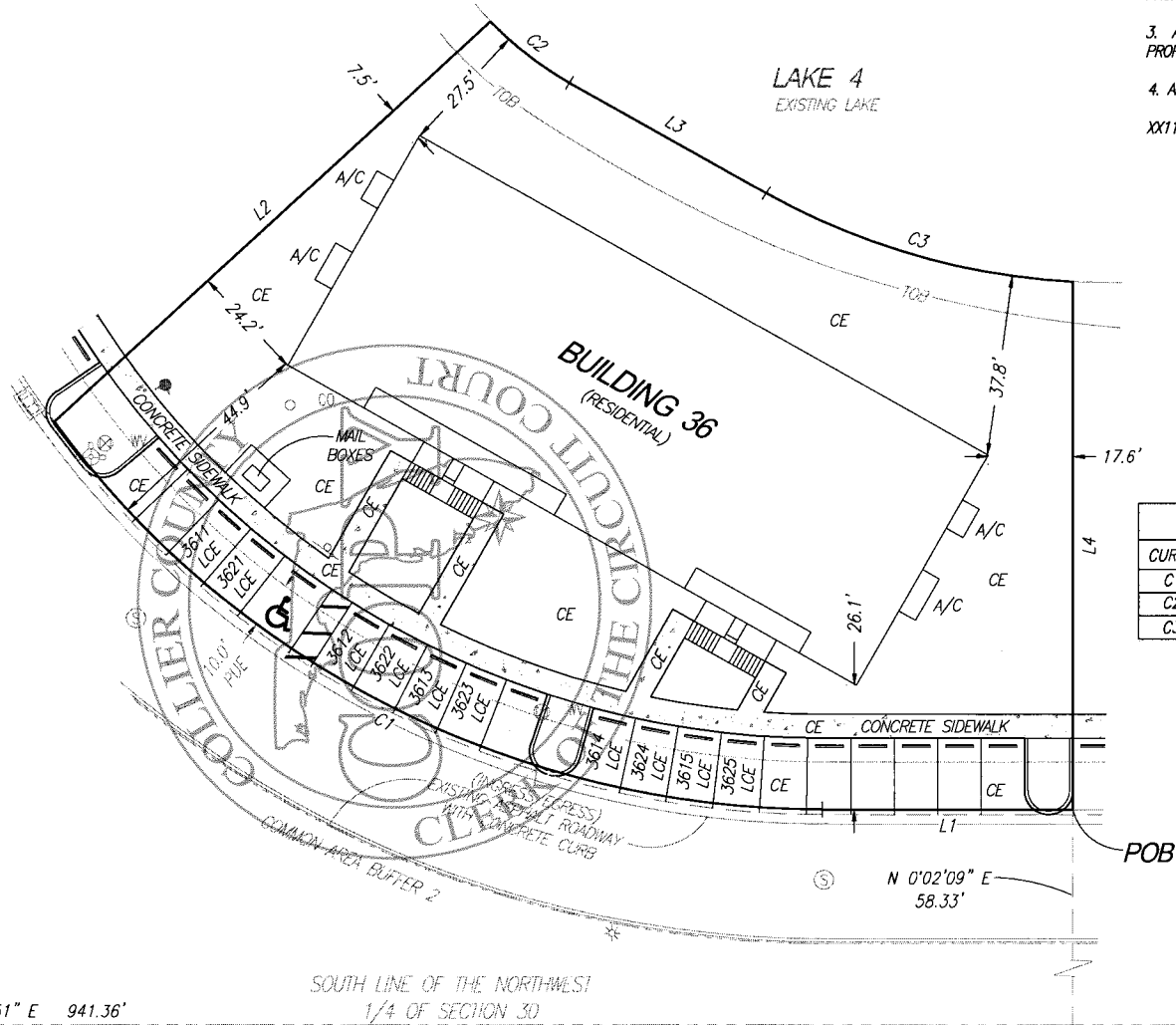
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°58'38" W	52.03'
L2	N 47°08'22" E	123.42'
L3	S 60°27'07" E	46.92'
L4	S 0°01'22" W	110.52'

NOTES:

1. ALL UTILITIES SHOWN HEREON ARE EXISTING UNLESS OTHERWISE NOTED.
  2. ALL BUILDINGS, DRIVEWAYS, AND WALKWAYS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED.
  3. ALL FIRE DEPARTMENT CONNECTIONS, LIGHT POLES, AND SIGNS ARE PROPOSED UNLESS OTHERWISE NOTED.
  4. ALL PARKING SPACES ARE COMMON ELEMENT UNLESS OTHERWISE NOTED.
- XX11 = BUILDING NUMBER, UNIT NUMBER

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	197.00'	185.57'	53°58'12"	N 62°59'32" W	178.78'
C2	69.50'	20.96'	17°16'45"	S 51°48'44" E	20.88'
C3	144.50'	66.92'	26°31'58"	S 73°43'06" E	66.32'

EXHIBIT F-V TO THE DECLARATION OF CONDOMINIUM  
FOR GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM



POC  
WEST QUARTER CORNER  
OF SECTION 30-48-26

S 89°57'51" E 941.36'

SOUTH LINE OF THE NORTHWEST  
1/4 OF SECTION 30

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	1" = 40'
FILE:	14-98-GH-F
SHEET:	9 of 14



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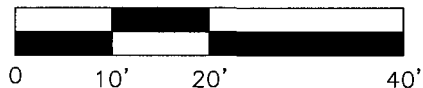
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PROPOSED  
**PHASE V**  
PLOT PLAN

NOT COMPLETE WITHOUT  
SHEETS 1 -14 OF 14

EXHIBIT F-VI TO THE DECLARATION OF CONDOMINIUM  
FOR GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM



SCALE: 1" = 20'

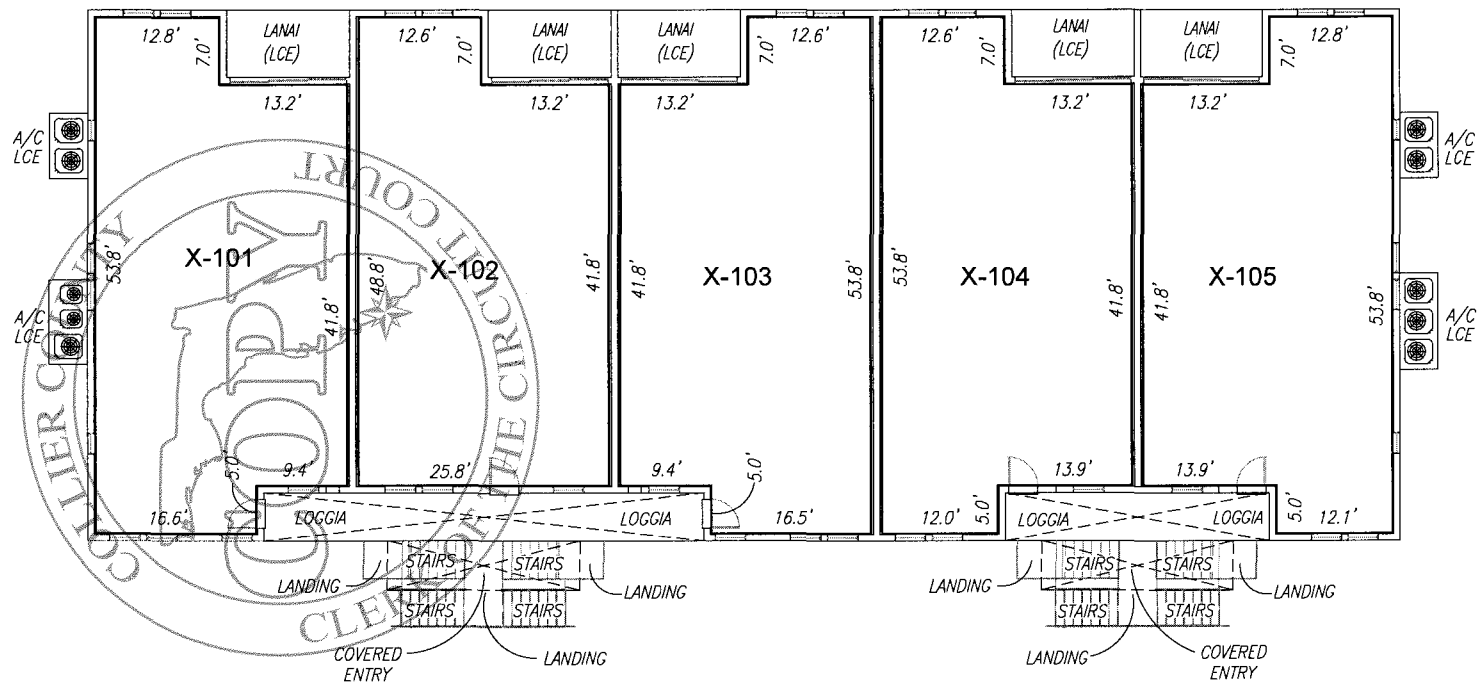
THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM  
INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS

**NOTES**

1. DIMENSIONS SHOWN HEREON ARE IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
2. ARCHITECTURAL DESIGN PROVIDED BY OTHERS.
3. IMPROVEMENTS ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

**LEGEND**

CE = COMMON ELEMENT  
LCE = LIMITED COMMON ELEMENT  
X-\_\_\_ = BUILDING # FOLLOWED BY UNIT #  
A/C = AIR CONDITIONING



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CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	1" = 20'
FILE:	14-98-GH-F
SHEET:	10 of 14



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BUILDINGS 30-36  
**FIRST FLOOR**  
HORIZONTAL LIMITS

NOT COMPLETE WITHOUT  
SHEETS 1 -14 OF 14

# EXHIBIT F-VI TO THE DECLARATION OF CONDOMINIUM FOR GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM



SCALE: 1" = 20'

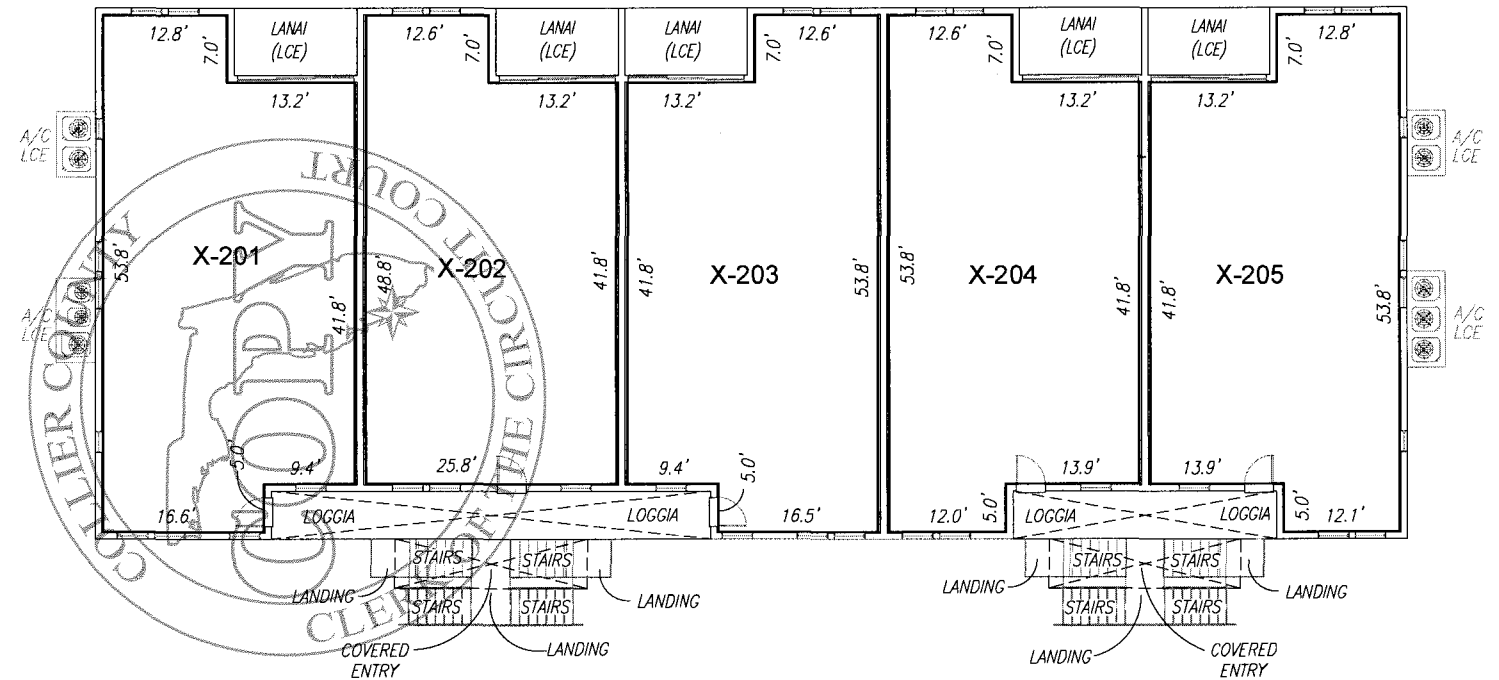
THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM  
INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS

## NOTES

1. DIMENSIONS SHOWN HEREON ARE IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
2. ARCHITECTURAL DESIGN PROVIDED BY OTHERS.
3. IMPROVEMENTS ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

## LEGEND

- CE = COMMON ELEMENT  
LCE = LIMITED COMMON ELEMENT  
X- = BUILDING # FOLLOWED BY UNIT #  
A/C = AIR CONDITIONING



DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	1" = 20'
FILE:	14-98-GH-F
SHEET:	11 of 14



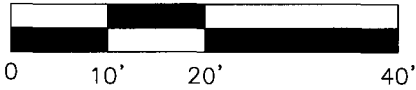
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BUILDINGS 30-36  
**SECOND FLOOR**  
HORIZONTAL LIMITS

NOT COMPLETE WITHOUT  
SHEETS 1 -14 OF 14



SCALE: 1" = 20'

THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM  
INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS

# EXHIBIT F-VI TO THE DECLARATION OF CONDOMINIUM FOR GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM

ROOF PEAK ELEV. = 32.67'

CEILING ELEV. = 20.17'

SECOND FLOOR ELEV. = 10.17'

CEILING ELEV. = 8.67'

FIRST FLOOR ELEV. = 0.00'



FRONT ELEVATION

## LEGEND

ELEV = ELEVATION

## NOTES

1. DIMENSIONS SHOWN HEREON ARE IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
2. ARCHITECTURAL DESIGN PROVIDED BY OTHERS.
3. IMPROVEMENTS ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.
4. ELEVATIONS ARE BASED ON AN ASSUMED DATUM BEING 0.0'.

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	1" = 20'
FILE:	14-98-GH-F
SHEET:	12 of 14



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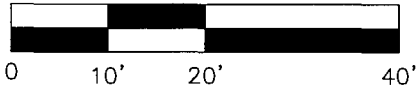
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Bonita Springs, Florida 34134

BUILDINGS 30-36  
**ELEVATION**  
VERTICAL LIMITS

NOT COMPLETE WITHOUT  
SHEETS 1 -14 OF 14

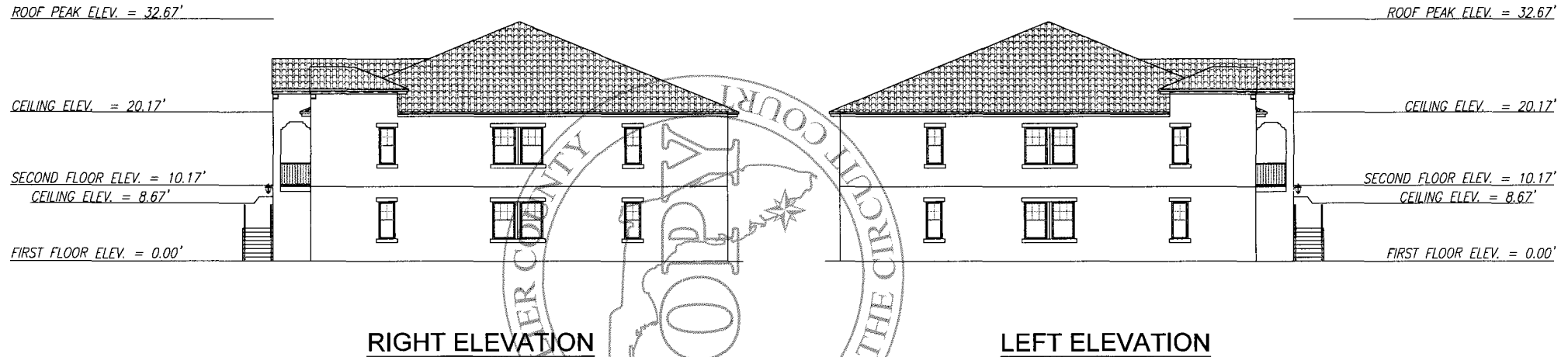




SCALE: 1" = 20'

THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM  
INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS

# EXHIBIT F-VI TO THE DECLARATION OF CONDOMINIUM FOR GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM



## LEGEND

ELEV = ELEVATION

## NOTES

1. DIMENSIONS SHOWN HEREON ARE IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
2. ARCHITECTURAL DESIGN PROVIDED BY OTHERS.
3. IMPROVEMENTS ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.
4. ELEVATIONS ARE BASED ON AN ASSUMED DATUM BEING 0.0'.

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	1" = 20'
FILE:	14-98-GH-F
SHEET:	13 of 14



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BUILDINGS 30-36  
**ELEVATION**  
VERTICAL LIMITS

NOT COMPLETE WITHOUT  
SHEETS 1 -14 OF 14

EXHIBIT F-VI TO THE DECLARATION OF CONDOMINIUM  
FOR GARDEN HOMES AT LIVINGSTON LAKES, A CONDOMINIUM



0 10' 20' 40'

SCALE: 1" = 20'

THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM  
INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS

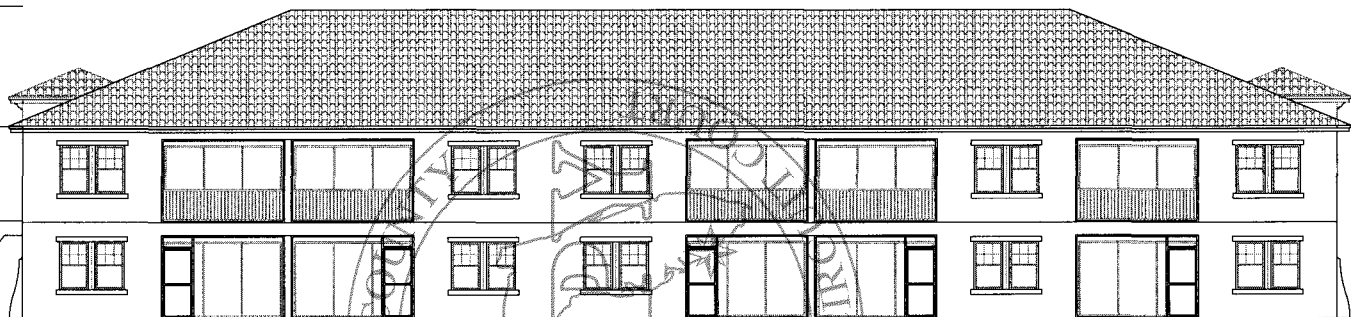
ROOF PEAK ELEV. = 32.67'

CEILING ELEV. = 20.17'

SECOND FLOOR ELEV. = 10.17'

CEILING ELEV. = 8.67'

FIRST FLOOR ELEV. = 0.00'



REAR ELEVATION

NOTES

1. DIMENSIONS SHOWN HEREON ARE IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
2. ARCHITECTURAL DESIGN PROVIDED BY OTHERS.
3. IMPROVEMENTS ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.
4. ELEVATIONS ARE BASED ON AN ASSUMED DATUM BEING 0.0'.

LEGEND

ELEV = ELEVATION

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	1" = 20'
FILE:	14-98-GH-F
SHEET:	14 of 14



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BUILDINGS 30-36  
ELEVATION  
VERTICAL LIMITS

NOT COMPLETE WITHOUT  
SHEETS 1 -14 OF 14

**Exhibit "G"****Number of Units and Types of Units in Additional Phases**

<b>Phase #</b>	<b>Types of Units in Phase</b>	<b>Planned # of Buildings per Phase</b>	<b>Planned # of Units per Building Proposed Plot Plans and Floor Plans in Exhibit F-II – F-V to Declaration</b>	<b>Minimum # of Units in Phase</b>	<b>Maximum # of Units in Phase</b>
II	A-101, A-102, A-103, A-104, A-105, A-201, A-202, A-203, A-204, A-205	2	10	20	24
III	A-101, A-102, A-103, A-104, A-105, A-201, A-202, A-203, A-204, A-205	2	10	20	24
IV	A-101, A-102, A-103, A-104, A-105, A-201, A-202, A-203, A-204, A-205	2	10	20	24
V	A-101, A-102, A-103, A-104, A-105, A-201, A-202, A-203, A-204, A-205	1	10	10	12

The mix and number of Units in the Additional Phases is subject to change within the parameters described above.

**Exhibit "H"****Undivided Interest in the Common Elements, Common Surplus-Condominium and Share of Condominium Common Expenses**

The undivided interest in the Common Elements and Common Surplus-Condominium and share of the Condominium Common Expenses of each Unit in Phase I is set forth below computed based upon the formula set forth in Section 5.1 of the Declaration.

<u>Unit Number</u>	<u>Undivided Interests</u>
29-101	1/20
29-102	1/20
29-103	1/20
29-104	1/20
29-105	1/20
29-201	1/20
29-202	1/20
29-203	1/20
29-204	1/20
29-205	1/20
37-101	1/20
37-102	1/20
37-103	1/20
37-104	1/20
37-105	1/20
37-201	1/20
37-202	1/20
37-203	1/20
37-204	1/20
37-205	1/20

1.00 = 100.00%

If, as and when an Additional Phase is added to the Condominium, each Unit's undivided interest in the Common Elements and Common Surplus-Condominium and share of the Condominium Common Expenses will be recomputed based upon the formula set forth in Section 5.1 of the Declaration.

If an Additional Phase is added to the Condominium, each Unit's share of the Condominium Common Expenses will decrease based on the number of Units added in each Additional Phase. If the Additional Phases are not added to the Condominium within the time provided in Section 6.8 of this Declaration, the Units in Phase I shall be responsible for one hundred percent (100%) of the Condominium Common Expenses.

**Exhibit "I"**

**Legal Description of the Property a/k/a Livingston Lakes Community**



## LIVINGSTON LAKES

### PARCEL 1

W 1/2 OF THE SE 1/4 OF THE NW 1/4, BEING SITUATE AND LYING IN SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.

### PARCEL 2

N 1/2 OF THE NE 1/4 OF THE SW 1/4 OF THE SW 1/4 OF THE NW 1/4, BEING SITUATE AND LYING IN SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.

### PARCEL 3

NW 1/4 OF THE NW 1/4 OF THE SW 1/4 OF THE SW 1/4 OF THE NW 1/4, BEING SITUATE AND LYING IN SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, LESS THE WESTERN 30 FEET THEREOF.

### PARCELS 4 & 10

THE S 1/2 OF THE SW 1/4 OF THE NW 1/4 OF THE SW 1/4 OF THE NW 1/4, LESS THE WESTERN 30 FEET THEREOF AND THE S 1/2 OF THE SE 1/4 OF THE NW 1/4 OF THE SW 1/4 OF THE NW 1/4, BEING SITUATE AND LYING IN SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.

### PARCEL 5

SW 1/4 OF THE NW 1/4 OF THE SW 1/4 OF THE SW 1/4 OF THE NW 1/4, BEING SITUATE AND LYING IN SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, LESS THE WESTERN 30 FEET THEREOF.

### PARCEL 6

E 1/2 OF THE NW 1/4 OF THE SW 1/4 OF THE SW 1/4 OF THE NW 1/4, BEING SITUATE AND LYING IN SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.

### PARCEL 7

NE 1/4 OF THE SW 1/4 OF THE NW 1/4, BEING SITUATE AND LYING IN SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.

### PARCEL 8

W 1/2 OF THE SE 1/4 OF THE SW 1/4 OF THE NW 1/4, BEING SITUATE AND LYING IN SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.

PARCEL 9

THE EAST 1/2 OF THE SE 1/4 OF THE SW 1/4 OF THE NW 1/4 OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER CORNER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY FLORIDA:

THENCE RUN N 89°57'51" W ALONG THE SOUTH LINE OF THE NW 1/4 OF SECTION 30 FOR 659.39 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE ALONG SAID LINE N 89°57'51" W FOR 1318.78 FEET TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2616, PAGE 136 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN ALONG SAID BOUNDARY FOR THE FOLLOWING (4) COURSES & DISTANCES; N 2°05'43" W FOR 500.62 FEET; THENCE RUN N 89°58'01" W FOR 329.76 FEET; THENCE RUN S 2°06'08" E FOR 166.87 FEET; THENCE RUN N 89°57'58" W FOR 299.71 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF LIVINGSTON RD; THENCE ALONG SAID LINE RUN N 2°06'33" W FOR 500.60 FEET TO A POINT ON THE BOUNDARY OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 4426, PAGE 2542 OF SAID PUBLIC RECORDS; THENCE RUN ALONG SAID BOUNDARY FOR THE FOLLOWING (2) COURSES & DISTANCES; S 89°58'06" E FOR 629.57 FEET; THENCE RUN N 2°05'43" W FOR 500.62 FEET TO THE NORTHEAST CORNER OF SAID LANDS, THE SAME BEING A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHWEST 1/4; THENCE RUN ALONG SAID NORTH LINE S 89°58'15" E FOR 1319.43 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3207, PAGE 2746 OF SAID PUBLIC RECORDS; THENCE RUN ALONG THE WEST LINE OF SAID LANDS S 2°04'02" E FOR 1335.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 46.37 ACRES, MORE OR LESS

**Exhibit "J"**

**Legal Description of Amenities Center**





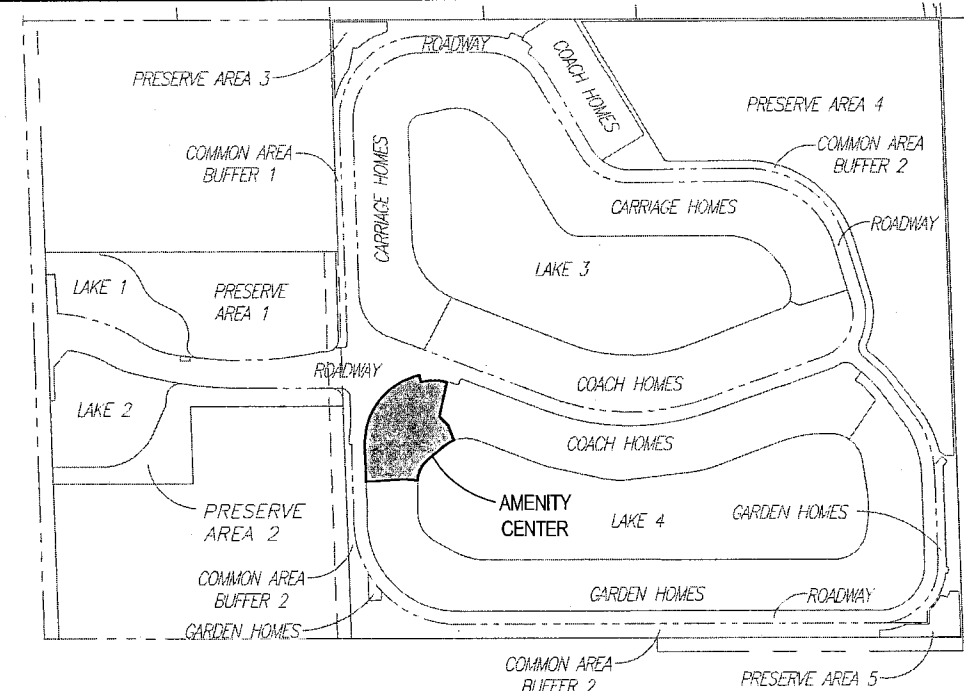
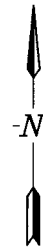
PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, NORTH 02°06'33" WEST, A DISTANCE OF 311.54 FEET; THENCE NORTH 87°53'25" EAST, A DISTANCE OF 701.54 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE NORTH 01°54'26" WEST, A DISTANCE OF 78.61 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHEASTERLY 207.57 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 149.00 FEET, A CENTRAL ANGLE OF 79°48'59", (CHORD BEARING NORTH 38°00'03" EAST, A DISTANCE OF 191.18 FEET); THENCE SOUTH 12°05'28" EAST, A DISTANCE OF 15.00 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE EASTERLY 56.66 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 24°13'37", (CHORD BEARING SOUTH 89°58'39" EAST, A DISTANCE OF 56.24 FEET); THENCE SOUTH 12°08'10" WEST, A DISTANCE OF 78.67 FEET; THENCE SOUTH 44°36'23" EAST, A DISTANCE OF 26.00 FEET; THENCE SOUTH 21°03'10" EAST, A DISTANCE OF 34.62 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE SOUTHWESTERLY 21.47 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 69.50 FEET, A CENTRAL ANGLE OF 17°41'51", (CHORD BEARING SOUTH 60°05'55" WEST, A DISTANCE OF 21.38 FEET); THENCE SOUTH 51°14'59" WEST, A DISTANCE OF 42.80 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHWESTERLY 58.39 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 69.50 FEET, A CENTRAL ANGLE OF 48°08'07", (CHORD BEARING SOUTH 27°10'55" WEST, A DISTANCE OF 56.69 FEET); THENCE NORTH 81°04'11" WEST, A DISTANCE OF 29.04 FEET; THENCE SOUTH 86°22'17" WEST, A DISTANCE OF 82.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.72 ACRE, MORE OR LESS.



KEY MAP  
NOT TO SCALE

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AS BEING NORTH 02°06'33" WEST.
2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

NOT COMPLETE WITHOUT SHEETS 1 -2 OF 2

\* NOT A SURVEY \*

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	N/A
DATE:	5 AUGUST 2014
FILE:	98-CONDO-MASTER-REV
SHEET:	1 of 2



GradyMinor

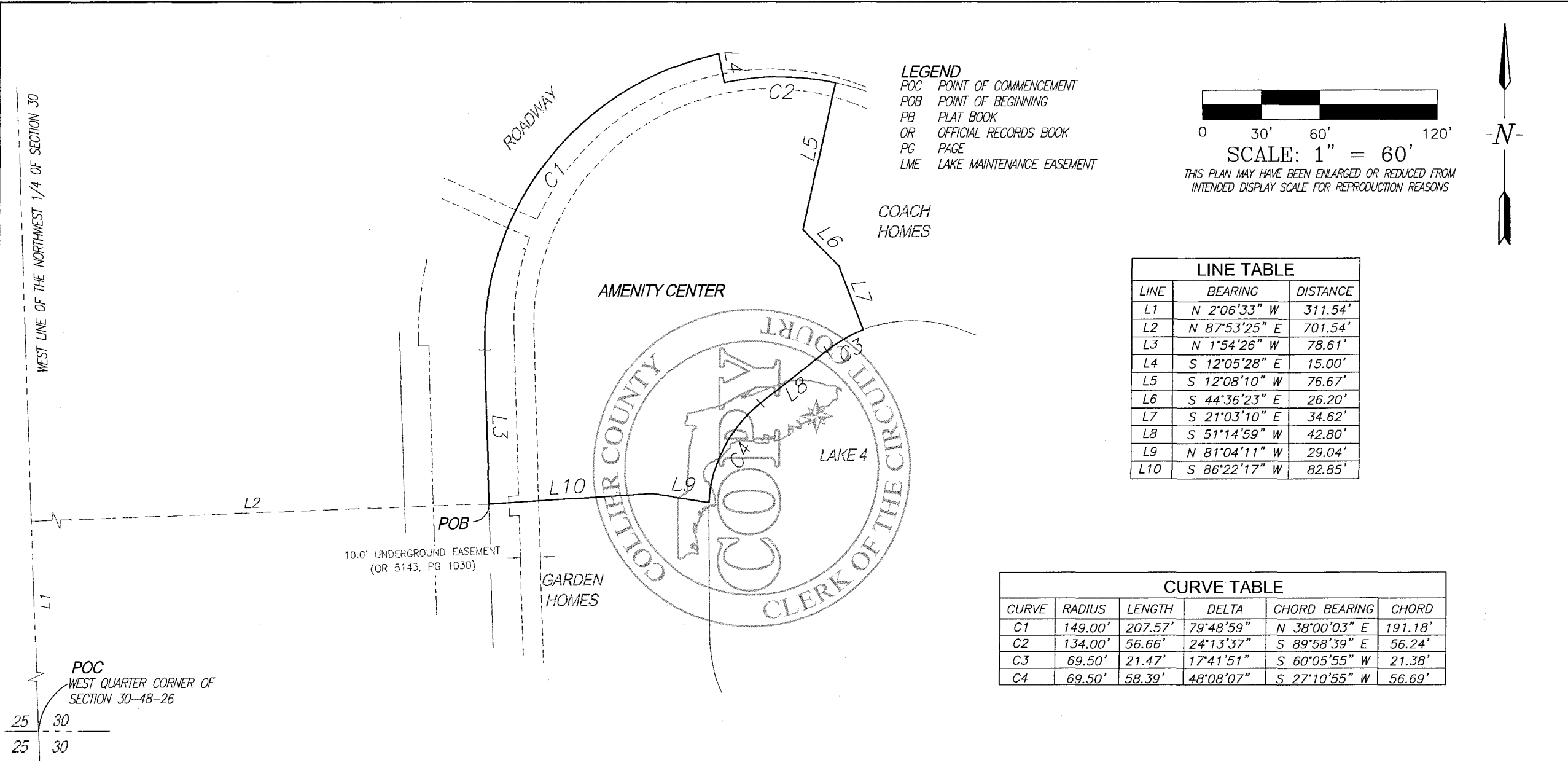
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Q. Grady Minor and Associates, P.A.  
3800 Via Del Rey  
Bonita Springs, Florida 34134

SKETCH AND DESCRIPTION

LIVINGSTON LAKES  
MASTER CONDOMINIUM ASSOCIATION  
AMENITY CENTER  
LYING IN  
SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST  
COLLIER COUNTY, FLORIDA

7/6/15  
DATE SIGNED  
  
DONALD L. SAINTENOY III, P.S.M.  
FL LICENSE #6761  
FOR THE FIRM



DRAWN BY: KJG  
CHECKED BY: DLS  
JOB CODE: LLCONDO  
SCALE: 1" = 60'  
DATE: 5 AUGUST 2014  
FILE: 98-CONDO-MASTER-REV  
SHEET: 2 of 2



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Q. Grady Minor and Associates, P.A.  
3800 Via Del Rey  
Bonita Springs, Florida 34134

Business LC 26000266

SKETCH AND DESCRIPTION

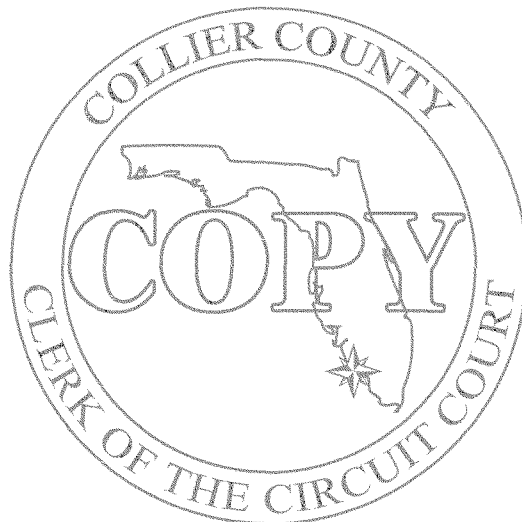
LIVINGSTON LAKES  
MASTER CONDOMINIUM ASSOCIATION  
AMENITY CENTER  
LYING IN  
SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST  
COLLIER COUNTY, FLORIDA

\* NOT A SURVEY \*

NOT COMPLETE WITHOUT  
SHEETS 1 -2 OF 2

**Exhibit "K"**

**Legal Description of Association Property other than Amenities Center  
a/k/a Infrastructure**



PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, NORTH 02°06'33" WEST, A DISTANCE OF 512.51 FEET; THENCE NORTH 87°52'15" EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THE SAME BEING A POINT ON THE EAST RIGHT-OF-WAY OF LIVINGSTON ROAD; THENCE RUN ALONG SAID EAST RIGHT-OF-WAY, NORTH 02°06'33" WEST, A DISTANCE OF 272.18 FEET; THENCE NORTH 87°53'27" EAST, A DISTANCE OF 19.16 FEET; THENCE SOUTH 03°57'34" EAST, A DISTANCE OF 84.50 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE EASTERLY 193.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 358.23 FEET, A CENTRAL ANGLE OF 30°56'24", (CHORD BEARING SOUTH 70°42'56" EAST, A DISTANCE OF 191.11 FEET) TO A POINT ON A REVERSE CURVE TO THE LEFT; THENCE EASTERLY 77.43 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 161.29 FEET, A CENTRAL ANGLE OF 27°30'16", (CHORD BEARING SOUTH 68°59'52" EAST, A DISTANCE OF 76.68 FEET); THENCE SOUTH 82°45'01" EAST, A DISTANCE OF 47.69 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE EASTERLY 247.57 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 782.00 FEET, A CENTRAL ANGLE OF 18°08'21", (CHORD BEARING NORTH 88°10'49" EAST, A DISTANCE OF 246.54 FEET) TO A POINT ON A REVERSE CURVE TO THE RIGHT; THENCE EASTERLY 35.76 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 288.00 FEET, A CENTRAL ANGLE OF 07°06'50", (CHORD BEARING NORTH 82°40'03" EAST, A DISTANCE OF 35.74 FEET) TO A POINT ON A REVERSE CURVE TO THE LEFT; THENCE NORTHEASTERLY 19.23 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 44°04'12", (CHORD BEARING NORTH 64°11'22" EAST, A DISTANCE OF 18.76 FEET); THENCE NORTH 88°06'13" EAST, A DISTANCE OF 22.54 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE NORTHERLY 4.57 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 28.00 FEET, A CENTRAL ANGLE OF 09°21'29", (CHORD BEARING NORTH 13°13'53" EAST, A DISTANCE OF 4.57 FEET); THENCE NORTH 08°33'09" EAST, A DISTANCE OF 12.82 FEET; THENCE NORTH 02°08'02" WEST, A DISTANCE OF 469.78 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHEASTERLY 288.20 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 179.00 FEET, A CENTRAL ANGLE OF 92°14'54", (CHORD BEARING NORTH 43°59'26" EAST, A DISTANCE OF 258.06 FEET); THENCE SOUTH 89°53'07" EAST, A DISTANCE OF 138.15 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE EASTERLY 45.48 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 153.00 FEET, A CENTRAL ANGLE OF 17°01'54", (CHORD BEARING SOUTH 81°22'10" EAST, A DISTANCE OF 45.31 FEET); THENCE NORTH 19°01'09" EAST, A DISTANCE OF 14.01 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE EASTERLY 28.70 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 167.00 FEET, A CENTRAL ANGLE OF 09°50'50", (CHORD BEARING SOUTH 67°46'23" EAST, A DISTANCE OF 28.67 FEET); THENCE SOUTH 27°09'02" WEST, A DISTANCE OF 5.00 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 26.52 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 162.00 FEET, A CENTRAL ANGLE OF 09°22'43", (CHORD BEARING SOUTH 58°09'36" EAST, A DISTANCE OF 26.49 FEET); THENCE SOUTH 36°31'46" WEST, A DISTANCE OF 13.08 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHERLY 4.52 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 51°47'16", (CHORD BEARING SOUTH 10°38'08" WEST, A DISTANCE OF 4.37 FEET) TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 54.48 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 145.00 FEET, A CENTRAL ANGLE OF 21°31'43", (CHORD BEARING SOUTH 41°57'10" EAST, A DISTANCE OF 54.16 FEET); THENCE SOUTH 31°11'19" EAST, A DISTANCE OF 192.91 FEET TO A POINT ON A LINE HEREIN AFTER KNOWN AS LINE "A"; THENCE RUN ALONG SAID LINE "A", SOUTH 58°48'41" WEST, A DISTANCE OF 28.00 FEET; THENCE NORTH 31°11'19" WEST, A DISTANCE OF 192.91 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHWESTERLY 119.86 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 117.00 FEET, A CENTRAL ANGLE OF 58°41'49", (CHORD BEARING NORTH 60°32'13" WEST, A DISTANCE OF 114.69 FEET); THENCE NORTH 89°53'07" WEST, A DISTANCE OF 141.33 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHWESTERLY 236.68 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 147.00 FEET, A CENTRAL ANGLE OF 92°14'54", (CHORD BEARING SOUTH 43°59'26" WEST, A DISTANCE OF 211.93 FEET); THENCE SOUTH 02°08'02" EAST, A DISTANCE OF 373.23 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHEASTERLY 113.29 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 97.00 FEET, A CENTRAL ANGLE OF 66°55'11", (CHORD BEARING SOUTH 35°35'37" EAST, A DISTANCE OF 106.96 FEET); THENCE SOUTH 69°03'13" EAST, A DISTANCE OF 368.15 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE EASTERLY 350.52 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 497.00 FEET, A CENTRAL ANGLE OF 40°24'34", (CHORD BEARING SOUTH 89°12'23" EAST, A DISTANCE OF 343.30 FEET); THENCE NORTH 70°35'19" EAST, A DISTANCE OF 266.98 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHEASTERLY 148.75 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 97.00 FEET, A CENTRAL ANGLE OF 87°51'47", (CHORD BEARING NORTH 26°39'26" EAST, A DISTANCE OF 134.60 FEET); THENCE NORTH 17°16'27" WEST, A DISTANCE OF 126.49 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHWESTERLY 251.99 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 197.00 FEET, A CENTRAL ANGLE OF 73°17'25", (CHORD BEARING NORTH 53°55'10" WEST, A DISTANCE OF 235.16 FEET); THENCE SOUTH 89°26'08" WEST, A DISTANCE OF 249.65 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHWESTERLY 131.61 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 127.00 FEET, A CENTRAL ANGLE OF 59°22'33", (CHORD BEARING NORTH 60°52'35" WEST, A DISTANCE OF 125.80 FEET) TO A POINT ON THE AFOREMENTIONED LINE "A";

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AS BEING NORTH 02°06'33" WEST.
2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

\* NOT A SURVEY \*

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	N/A
DATE:	5 AUGUST 2014
FILE:	98-CONDO-MASTER-REV
SHEET:	1 of 5



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Q. Grady Minor and Associates, P.A.  
3800 Via Del Rey  
Bonita Springs, Florida 34134

SKETCH AND DESCRIPTION

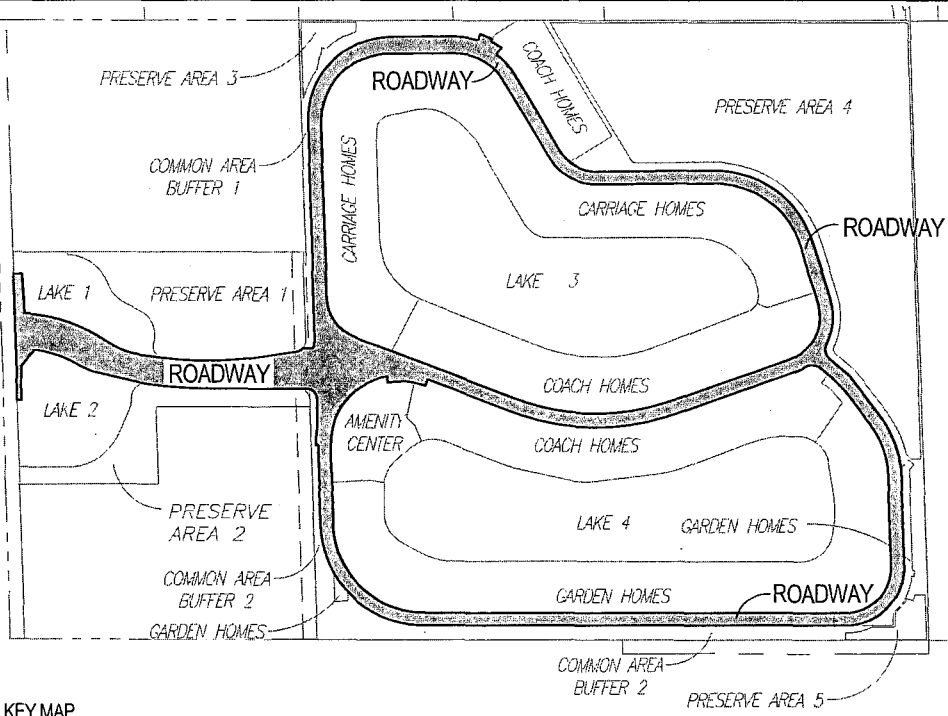
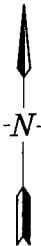
LIVINGSTON LAKES  
MASTER CONDOMINIUM ASSOCIATION  
ROADWAY  
LYING IN  
SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST  
COLLIER COUNTY, FLORIDA

7/6/15  
DATE SIGNED  
11 6 61  
DONALD L. SAINTENOY, P.S.M.  
FL LICENSE #6761  
FOR THE FIRM

PROPERTY DESCRIPTION (CONTINUED)

THENCE RUN ALONG SAID LINE "A", NORTH 58°48'41" EAST, A DISTANCE OF 28.00 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE SOUTHEASTERLY 102.59 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 99.00 FEET, A CENTRAL ANGLE OF 59°22'33", (CHORD BEARING SOUTH 60°52'35" EAST, A DISTANCE OF 98.06 FEET); THENCE NORTH 89°26'08" EAST, A DISTANCE OF 249.65 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 287.81 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 75°17'25", (CHORD BEARING SOUTH 53°55'10" EAST, A DISTANCE OF 268.59 FEET); THENCE SOUTH 17°16'27" EAST, A DISTANCE OF 126.49 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY 96.03 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 44°01'05", (CHORD BEARING SOUTH 04°44'05" WEST, A DISTANCE OF 93.69 FEET) TO A POINT ON A REVERSE CURVE TO THE LEFT; THENCE SOUTHERLY 39.07 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 29.00 FEET, A CENTRAL ANGLE OF 77°11'09", (CHORD BEARING SOUTH 11°50'57" EAST, A DISTANCE OF 36.18 FEET); THENCE SOUTH 50°26'31" EAST, A DISTANCE OF 30.13 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 54.87 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 232.00 FEET, A CENTRAL ANGLE OF 13°33'06", (CHORD BEARING SOUTH 43°39'58" EAST, A DISTANCE OF 54.75 FEET); THENCE SOUTH 36°53'25" EAST, A DISTANCE OF 81.08 FEET TO A POINT ON A LINE THAT IS HEREINAFTER KNOWN AS LINE "B"; THENCE RUN ALONG SAID LINE "B", SOUTH 53°06'35" WEST, A DISTANCE OF 28.00 FEET; THENCE NORTH 36°53'25" WEST, A DISTANCE OF 81.08 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHWESTERLY 48.25 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 204.00 FEET, A CENTRAL ANGLE OF 13°33'06", (CHORD BEARING NORTH 43°39'58" WEST, A DISTANCE OF 48.14 FEET); THENCE NORTH 50°26'31" WEST, A DISTANCE OF 34.58 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY 33.51 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 27.00 FEET, A CENTRAL ANGLE OF 71°06'55", (CHORD BEARING NORTH 85°59'59" WEST, A DISTANCE OF 31.40 FEET) TO A POINT ON A REVERSE CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 26.92 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 127.00 FEET, A CENTRAL ANGLE OF 12°08'46", (CHORD BEARING SOUTH 64°30'57" WEST, A DISTANCE OF 26.87 FEET); THENCE SOUTH 70°35'19" WEST, A DISTANCE OF 266.98 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE WESTERLY 371.68 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 527.00 FEET, A CENTRAL ANGLE OF 40°24'34", (CHORD BEARING NORTH 89°12'24" WEST, A DISTANCE OF 364.02 FEET); THENCE NORTH 69°00'07" WEST, A DISTANCE OF 190.33 FEET; THENCE SOUTH 20°56'47" WEST, A DISTANCE OF 15.17 FEET; THENCE NORTH 69°03'13" WEST, A DISTANCE OF 3.42 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY 77.27 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 33°02'15", (CHORD BEARING NORTH 85°34'20" WEST, A DISTANCE OF 76.20 FEET); THENCE NORTH 12°05'28" WEST, A DISTANCE OF 15.00 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE SOUTHWESTERLY 207.57 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 149.00 FEET, A CENTRAL ANGLE OF 79°48'59", (CHORD BEARING SOUTH 38°00'03" WEST, A DISTANCE OF 191.18 FEET); THENCE SOUTH 01°54'26" EAST, A DISTANCE OF 167.61 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHEASTERLY 302.81 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 197.00 FEET, A CENTRAL ANGLE OF 88°04'12", (CHORD BEARING SOUTH 45°56'32" EAST, A DISTANCE OF 273.87 FEET); THENCE SOUTH 89°58'38" EAST, A DISTANCE OF 910.10 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHEASTERLY 156.97 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 97.00 FEET, A CENTRAL ANGLE OF 92°07'34", (CHORD BEARING NORTH 43°57'35" EAST, A DISTANCE OF 139.70 FEET); THENCE NORTH 02°06'12" WEST, A DISTANCE OF 193.09 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHERLY 119.61 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 197.00 FEET, A CENTRAL ANGLE OF 34°47'13", (CHORD BEARING NORTH 19°29'48" WEST, A DISTANCE OF 117.78 FEET) TO A POINT ON THE AFOREMENTIONED LINE "B"; THENCE RUN ALONG SAID LINE "B", NORTH 53°06'35" EAST, A DISTANCE OF 28.00 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE SOUTHERLY 136.61 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 34°47'13", (CHORD BEARING SOUTH 19°29'48" EAST, A DISTANCE OF 134.52 FEET); THENCE SOUTH 02°06'12" EAST, A DISTANCE OF 193.09 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 200.99 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 92°07'34", (CHORD BEARING SOUTH 43°57'35" WEST, A DISTANCE OF 180.03 FEET); THENCE NORTH 89°58'38" WEST, A DISTANCE OF 910.10 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHWESTERLY 345.85 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 88°04'12", (CHORD BEARING NORTH 45°56'32" WEST, A DISTANCE OF 312.79 FEET); THENCE NORTH 01°54'26" WEST, A DISTANCE OF 170.38 FEET; THENCE NORTH 89°30'08" WEST, A DISTANCE OF 5.40 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE NORTHERLY 42.69 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 12°13'48", (CHORD BEARING NORTH 05°22'08" EAST, A DISTANCE OF 42.61 FEET); THENCE NORTH 01°54'26" WEST, A DISTANCE OF 59.22 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE NORTHWESTERLY 30.76 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 19.92 FEET, A CENTRAL ANGLE OF 88°28'22", (CHORD BEARING NORTH 45°54'59" WEST, A DISTANCE OF 27.79 FEET); THENCE NORTH 89°55'31" WEST, A DISTANCE OF 208.76 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE WESTERLY 199.96 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 842.00 FEET, A CENTRAL ANGLE OF 13°36'25", (CHORD BEARING NORTH 83°23'00" WEST, A DISTANCE OF 199.49 FEET); THENCE NORTH 76°34'48" WEST, A DISTANCE OF 45.40 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE WESTERLY 49.11 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 158.00 FEET, A CENTRAL ANGLE OF 17°48'33", (CHORD BEARING NORTH 67°40'31" WEST, A DISTANCE OF 48.91 FEET) TO A POINT ON A REVERSE CURVE TO THE LEFT; THENCE WESTERLY 97.85 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 222.28 FEET, A CENTRAL ANGLE OF 25°13'24", (CHORD BEARING NORTH 71°22'57" WEST, A DISTANCE OF 97.06 FEET); THENCE SOUTH 38°10'29" WEST, A DISTANCE OF 46.54 FEET; THENCE SOUTH 02°06'33" EAST, A DISTANCE OF 71.73 FEET; THENCE SOUTH 87°53'27" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.20 ACRES, MORE OR LESS.



KEY MAP  
NOT TO SCALE

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	N/A
DATE:	5 AUGUST 2014
FILE:	98-CONDO-MASTER-REV
SHEET:	2 of 5

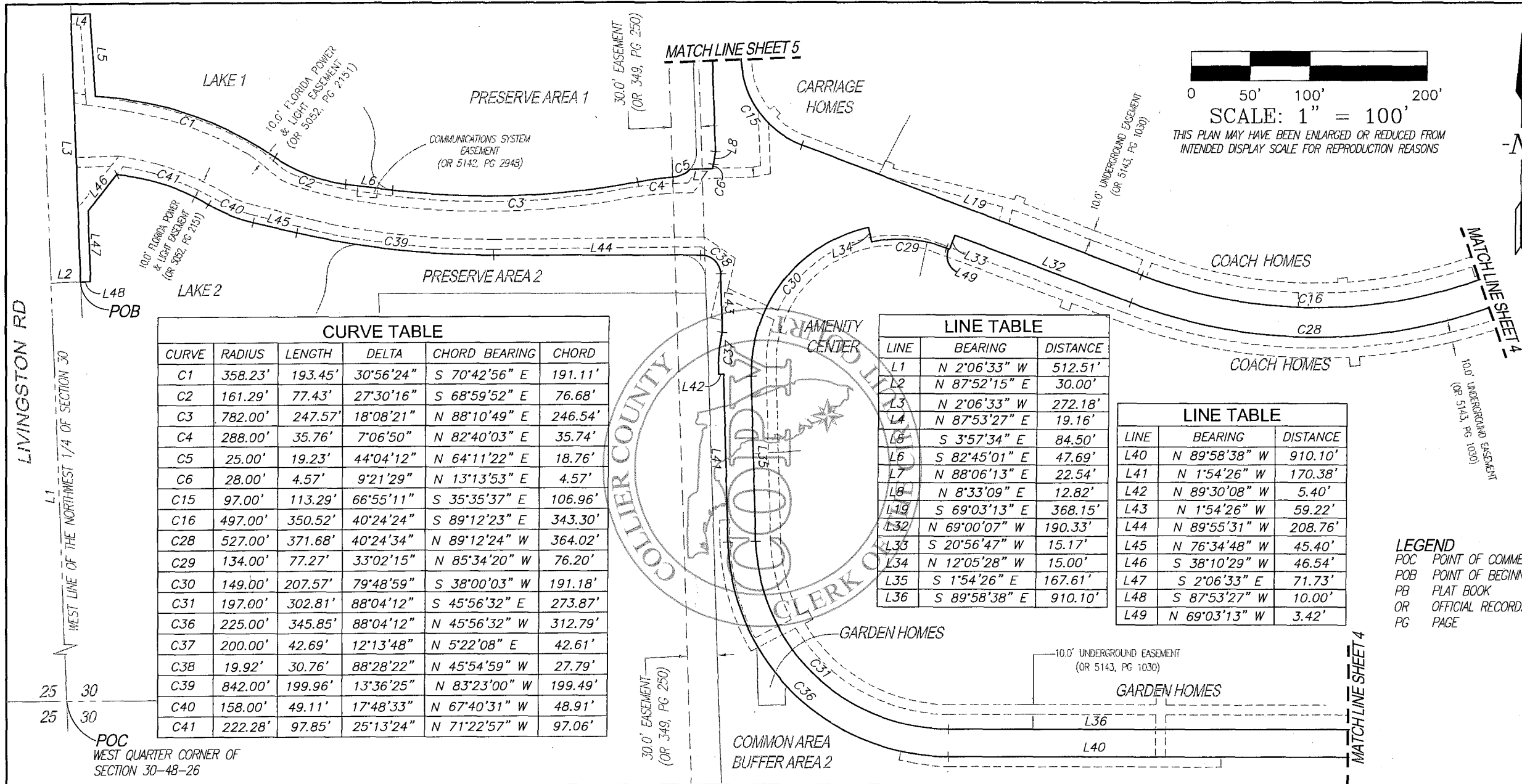


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3800 Via Del Rey  
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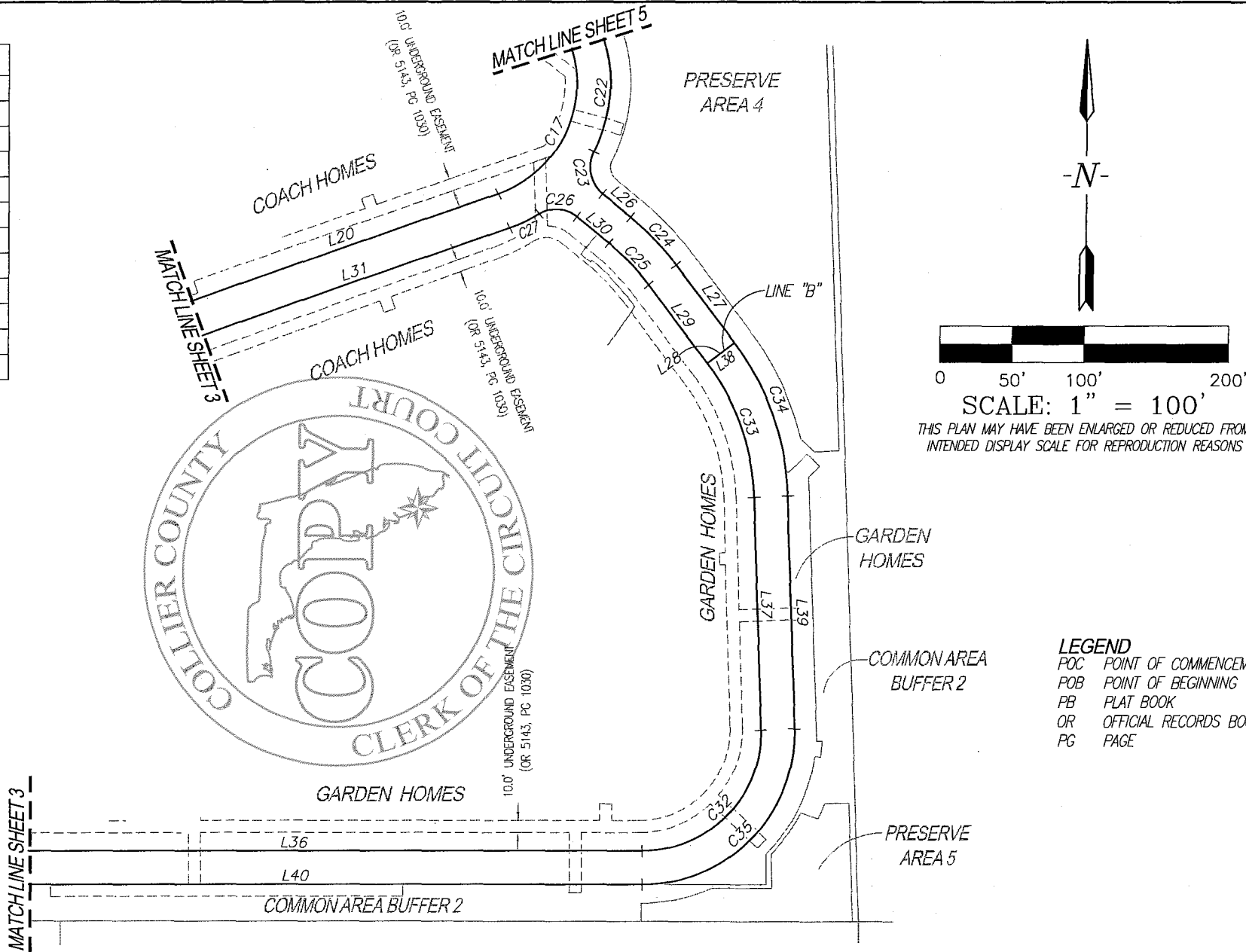
SKETCH AND DESCRIPTION	
LIVINGSTON LAKES MASTER CONDOMINIUM ASSOCIATION ROADWAY LYING IN SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST COLLIER COUNTY, FLORIDA	
* NOT A SURVEY *	
NOT COMPLETE WITHOUT SHEETS 1 -5 OF 5	



<b>DRAWN BY:</b> KJG <b>CHECKED BY:</b> DLS <b>JOB CODE:</b> LLCONDO <b>SCALE:</b> 1" = 100' <b>DATE:</b> 5 AUGUST 2014 <b>FILE:</b> 98-CONDO-MASTER-REV <b>SHEET:</b> 3 of 5	 <b>GradyMinor</b> Civil Engineers • Land Surveyors • Planners • Landscape Architects Cert. of Auth. EB 0005151    Cert. of Auth. LB 0005151 Bonita Springs: 239.947.1144 <a href="http://www.GradyMinor.com">www.GradyMinor.com</a>	Q. Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134 Business LC 26000266 Fort Myers: 239.690.4380	<b>SKETCH AND DESCRIPTION</b> <b>LIVINGSTON LAKES</b> <b>MASTER CONDOMINIUM ASSOCIATION</b> <b>ROADWAY</b> <b>LYING IN</b> <b>SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST</b> <b>COLLIER COUNTY, FLORIDA</b>	<b>* NOT A SURVEY *</b>  NOT COMPLETE WITHOUT SHEETS 1 -5 OF 5
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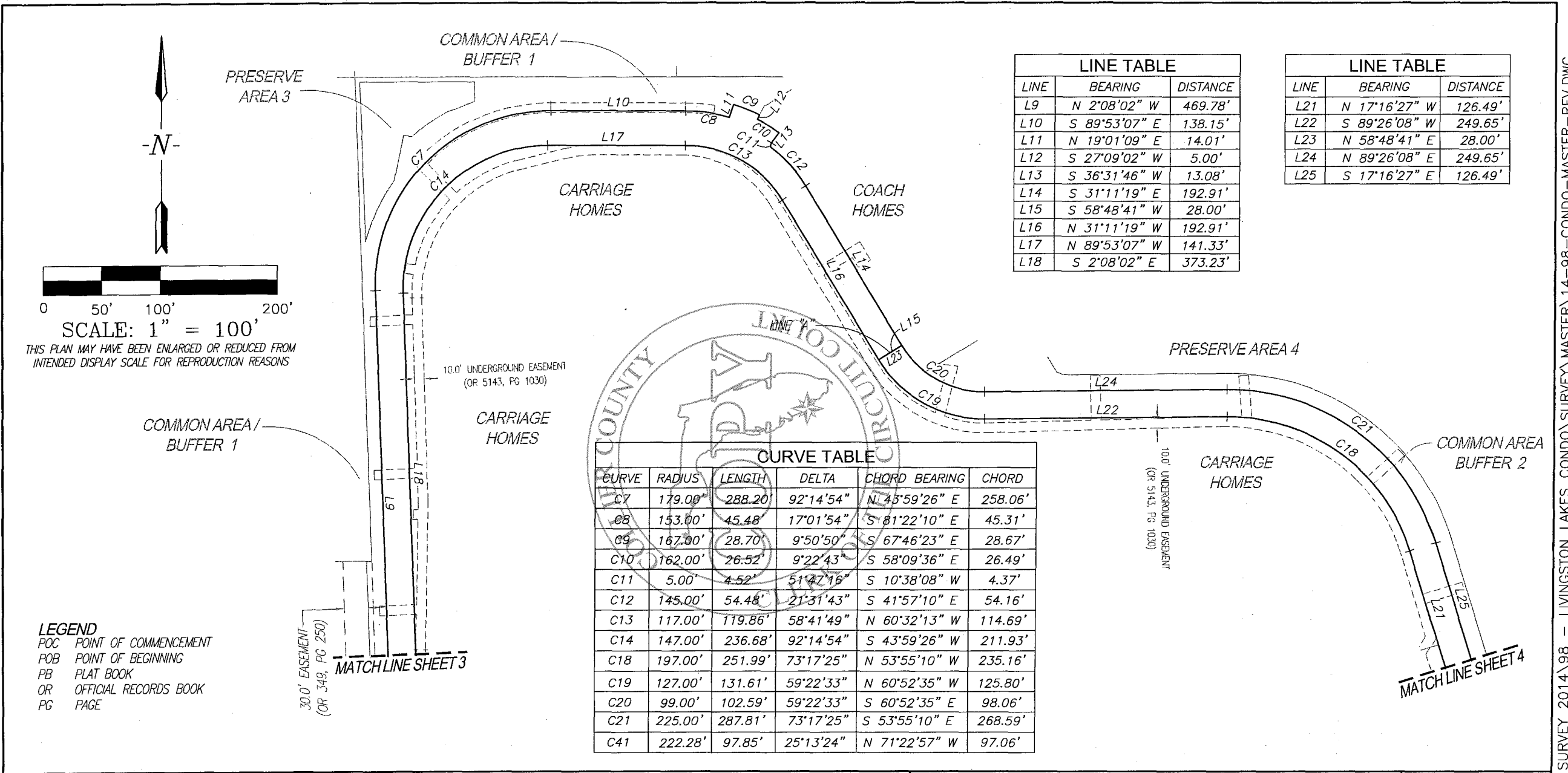
CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C17	97.00'	148.75'	87°51'47"	N 26°39'26" E	134.60'
C22	125.00'	96.03'	44°01'05"	S 4°44'05" W	93.69'
C23	29.00'	39.07'	77°11'09"	S 11°50'57" E	36.18'
C24	232.00'	54.87'	13°33'06"	S 43°39'58" E	54.75'
C25	204.00'	48.25'	13°33'06"	N 43°39'58" W	48.14'
C26	27.00'	33.51'	71°06'55"	N 85°59'59" W	31.40'
C27	127.00'	26.92'	12°08'46"	S 64°30'57" W	26.87'
C32	97.00'	155.97'	92°07'34"	N 43°57'35" E	139.70'
C33	197.00'	119.61'	34°47'13"	N 19°29'48" W	117.78'
C34	225.00'	136.61'	34°47'13"	S 19°29'48" E	134.52'
C35	125.00'	200.99'	92°07'34"	S 43°57'35" W	180.03'

LINE TABLE		
LINE	BEARING	DISTANCE
L20	N 70°35'19" E	266.98'
L26	S 50°26'31" E	30.13'
L27	S 36°53'25" E	81.08'
L28	S 53°06'35" W	28.00'
L29	N 36°53'25" W	81.08'
L30	N 50°26'31" W	34.58'
L31	S 70°35'19" W	266.98'
L36	S 89°58'38" E	910.10'
L37	N 2°06'12" W	193.09'
L38	N 53°06'35" E	28.00'
L39	S 2°06'12" E	193.09'
L40	N 89°58'38" W	910.10'



DRAWN BY: KJG CHECKED BY: DLS JOB CODE: LLCONDO SCALE: 1" = 100' DATE: 5 AUGUST 2014 FILE: 98-CONDO-MASTER-REV SHEET: 4 of 5	 <b>GradyMinor</b> Civil Engineers • Land Surveyors • Planners • Landscape Architects Cert. of Auth. EB 0005151    Cert. of Auth. LB 0005151 Bonita Springs: 239.947.1144 <a href="http://www.GradyMinor.com">www.GradyMinor.com</a> Fort Myers: 239.690.4380	Q. Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134 Business LC 26000266	<b>SKETCH AND DESCRIPTION</b> LIVINGSTON LAKES MASTER CONDOMINIUM ASSOCIATION ROADWAY LYING IN SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST COLLIER COUNTY, FLORIDA	<b>* NOT A SURVEY *</b> NOT COMPLETE WITHOUT SHEETS 1 -5 OF 5
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G:\SURVEY\PROJECT SURVEY 2014\98 - LIVINGSTON LAKES CONDO\MASTER\14-98-CONDO-MASTER-REV.DWG



<div><div>DRAWN BY: KJG</div><div>CHECKED BY: DLS</div><div>JOB CODE: LLCONDO</div><div>SCALE: 1" = 100'</div><div>DATE: 5 AUGUST 2014</div><div>FILE: 98-CONDO-MASTER-REV</div><div>SHEET: 5 of 5</div></div>	<div><div><div>GradyMinor</div></div><div>Civil Engineers • Land Surveyors • Planners • Landscape Architects</div><div>Cert. of Auth. EB 0005151      Cert. of Auth. LB 0005151</div><div>Bonita Springs: 239.947.1144      <a href="http://www.GradyMinor.com">www.GradyMinor.com</a>      Fort Myers: 239.690.4380</div></div> <div><div>Q. Grady Minor and Associates, P.A.</div><div>3800 Via Del Rey</div><div>Bonita Springs, Florida 34134</div></div>	<div>SKETCH AND DESCRIPTION</div> <div>LIVINGSTON LAKES MASTER CONDOMINIUM ASSOCIATION ROADWAY LYING IN SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST COLLIER COUNTY, FLORIDA</div>	<div>* NOT A SURVEY *</div> <div>NOT COMPLETE WITHOUT SHEETS 1 -5 OF 5</div>
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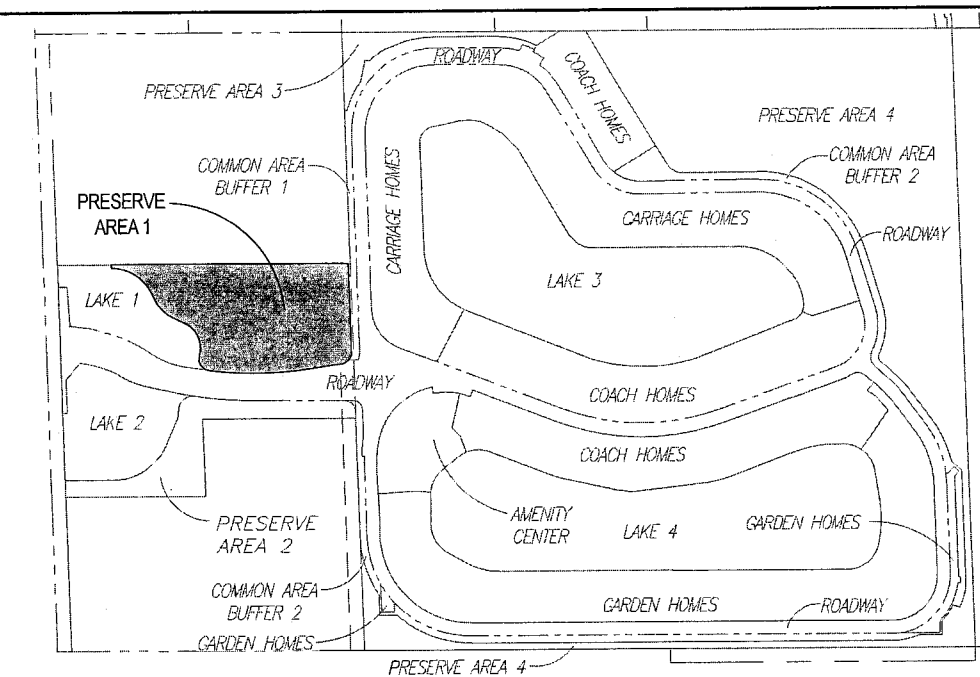
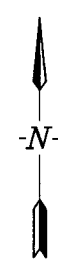
PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, NORTH 02°06'33" WEST, A DISTANCE OF 834.32 FEET; THENCE RUN ALONG THE EXTENSION OF, AND THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5041, PAGE 3574, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, SOUTH 89°58'06" EAST, A DISTANCE OF 146.69 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE CONTINUE ALONG SAID BOUNDARY, SOUTH 89°58'06" EAST, A DISTANCE OF 507.59 FEET; THENCE SOUTH 02°06'16" EAST, A DISTANCE OF 190.21 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 38.54 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 88°19'44", (CHORD BEARING SOUTH 42°03'36" WEST, A DISTANCE OF 34.84 FEET) TO A POINT ON A REVERSE CURVE TO THE LEFT; THENCE WESTERLY 35.76 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 288.00 FEET, A CENTRAL ANGLE OF 07°06'50", (CHORD BEARING SOUTH 82°40'03" WEST, A DISTANCE OF 35.74 FEET) TO A POINT ON A REVERSE CURVE TO THE RIGHT; THENCE WESTERLY 247.57 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 782.00 FEET, A CENTRAL ANGLE OF 18°08'21", (CHORD BEARING SOUTH 88°10'49" WEST, A DISTANCE OF 246.54 FEET) TO A POINT ON A COMPOUND CURVE TO THE RIGHT; THENCE NORTHWESTERLY 43.30 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 99°14'15", (CHORD BEARING NORTH 33°07'53" WEST, A DISTANCE OF 38.09 FEET) TO A POINT ON A REVERSE CURVE TO THE LEFT; THENCE NORTHWESTERLY 84.49 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 80°41'00", (CHORD BEARING NORTH 23°51'16" WEST, A DISTANCE OF 77.68 FEET); THENCE NORTH 64°11'46" WEST, A DISTANCE OF 29.87 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHWESTERLY 59.87 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 42°52'45", (CHORD BEARING NORTH 42°45'24" WEST, A DISTANCE OF 58.48 FEET) TO A POINT ON A REVERSE CURVE TO THE LEFT; THENCE NORTHWESTERLY 117.56 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 67°21'29", (CHORD BEARING NORTH 54°59'45" WEST, A DISTANCE OF 110.91 FEET); THENCE NORTH 02°43'14" EAST, A DISTANCE OF 6.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.00 ACRES, MORE OR LESS.



KEY MAP  
NOT TO SCALE

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AS BEING NORTH 02°06'33" WEST.
2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

\* NOT A SURVEY \*

NOT COMPLETE WITHOUT SHEETS 1 -2 OF 2

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	N/A
DATE:	5 AUGUST 2014
FILE:	14-98-CONDO-MASTER
SHEET:	1 of 2



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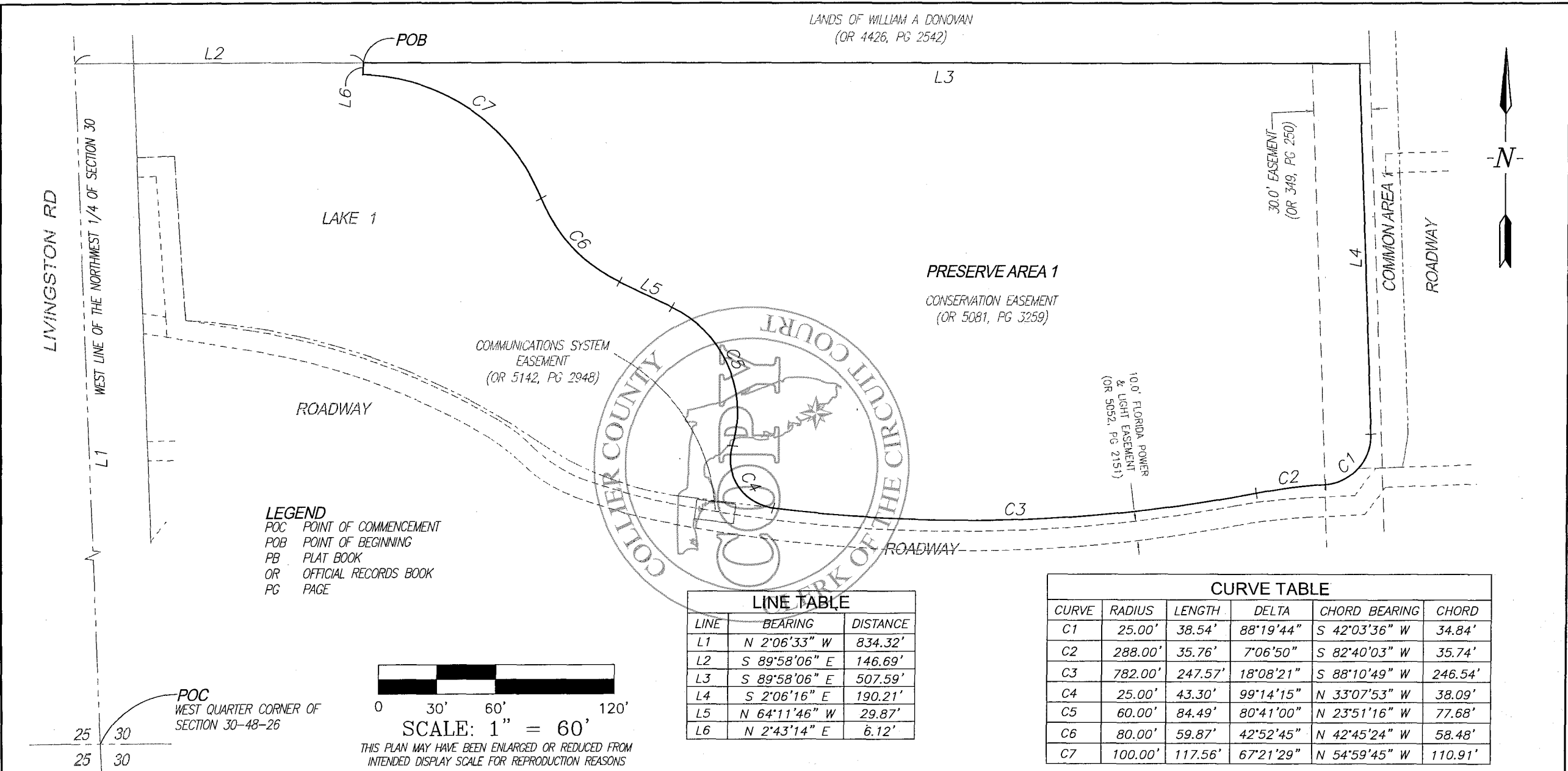
Q. Grady Minor and Associates, P.A.  
3800 Via Del Rey  
Bonita Springs, Florida 34134

SKETCH AND DESCRIPTION

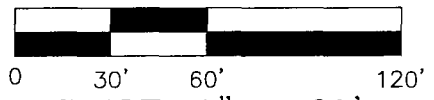
LIVINGSTON LAKES  
MASTER CONDOMINIUM ASSOCIATION  
PRESERVE AREA 1  
LYING IN  
SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST  
COLLIER COUNTY, FLORIDA

7/6/15  
DATE SIGNED  
No. 0761  
  
DONALD L. SAINTENOUGH III, P.S.M.  
FL. LICENSE #6761  
FOR THE FIRM

G:\SURVEY\PROJECT SURVEY 2014\98 - LIVINGSTON LAKES CONDO\MASTER\14-98-98-CONDO-MASTER.DWG



**LEGEND**  
POC POINT OF COMMENCEMENT  
POB POINT OF BEGINNING  
PB PLAT BOOK  
OR OFFICIAL RECORDS BOOK  
PG PAGE

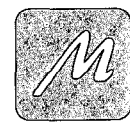


THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 2°06'33" W	834.32'
L2	S 89°58'06" E	146.69'
L3	S 89°58'06" E	507.59'
L4	S 2°06'16" E	190.21'
L5	N 64°11'46" W	29.87'
L6	N 2°43'14" E	6.12'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	25.00'	38.54'	88°19'44"	S 42°03'36" W	34.84'
C2	288.00'	35.76'	7°06'50"	S 82°40'03" W	35.74'
C3	782.00'	247.57'	18°08'21"	S 88°10'49" W	246.54'
C4	25.00'	43.30'	99°14'15"	N 33°07'53" W	38.09'
C5	60.00'	84.49'	80°41'00"	N 23°51'16" W	77.68'
C6	80.00'	59.87'	42°52'45"	N 42°45'24" W	58.48'
C7	100.00'	117.56'	67°21'29"	N 54°59'45" W	110.91'

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	1" = 60'
DATE:	5 AUGUST 2014
FILE:	14-98-CONDO-MASTER
SHEET:	2 of 2



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Q. Grady Minor and Associates, P.A.  
3800 Via Del Rey  
Bonita Springs, Florida 34134

SKETCH AND DESCRIPTION		* NOT A SURVEY *  NOT COMPLETE WITHOUT SHEETS 1 -2 OF 2
LIVINGSTON LAKES MASTER CONDOMINIUM ASSOCIATION PRESERVE AREA 1		
LYING IN SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST COLLIER COUNTY, FLORIDA		

OR 5235 PG 2856

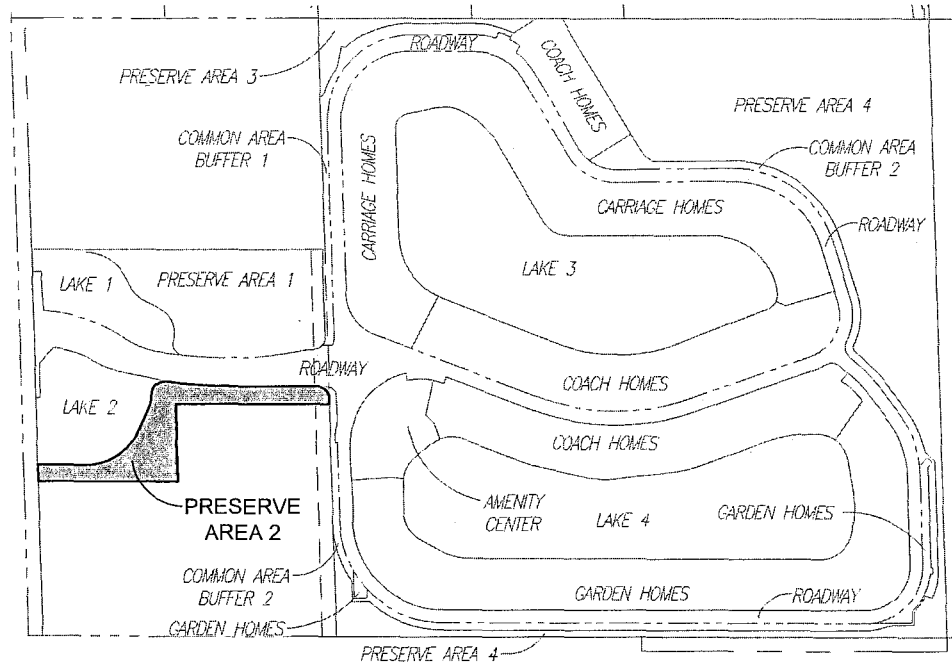
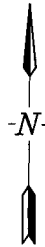
PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, NORTH 02°06'33" WEST, A DISTANCE OF 333.73 FEET; THENCE SOUTH 89°57'58" EAST, A DISTANCE OF 30.02 FEET TO A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5041, PAGE 3574, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA THE SAME BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE RUN ALONG SAID BOUNDARY, NORTH 02°06'33" WEST, A DISTANCE OF 37.01 FEET; THENCE SOUTH 89°37'32" EAST, A DISTANCE OF 104.44 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHEASTERLY 139.74 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 66°43'17", (CHORD BEARING NORTH 57°00'49" EAST, A DISTANCE OF 131.98 FEET); THENCE NORTH 23°39'11" EAST, A DISTANCE OF 55.63 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHERLY 26.56 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 25°21'49", (CHORD BEARING NORTH 10°58'16" EAST, A DISTANCE OF 26.34 FEET) TO A POINT ON A REVERSE CURVE TO THE RIGHT; THENCE NORTHEASTERLY 52.69 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 100°37'50", (CHORD BEARING NORTH 48°36'16" EAST, A DISTANCE OF 46.17 FEET) TO A POINT ON A REVERSE CURVE TO THE LEFT; THENCE EASTERLY 133.83 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 842.00 FEET, A CENTRAL ANGLE OF 09°06'24", (CHORD BEARING SOUTH 85°38'01" EAST, A DISTANCE OF 133.69 FEET); THENCE SOUTH 89°55'31" EAST, A DISTANCE OF 188.81 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 38.32 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°49'48", (CHORD BEARING SOUTH 46°00'37" EAST, A DISTANCE OF 34.68 FEET); THENCE SOUTH 02°05'43" EAST, A DISTANCE OF 14.62 FEET TO A POINT ON THE BOUNDARY OF THE AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5041, PAGE 3574; THENCE RUN ALONG SAID BOUNDARY FOR ALL OF THE REMAINING COURSES AND DISTANCES BACK TO THE POINT OF BEGINNING, NORTH 89°58'01" WEST, A DISTANCE OF 329.76 FEET; THENCE SOUTH 02°06'08" EAST, A DISTANCE OF 166.87 FEET; THENCE NORTH 89°57'58" WEST, A DISTANCE OF 299.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.88 ACRE, MORE OR LESS.



KEY MAP  
NOT TO SCALE

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AS BEING NORTH 02°06'33" WEST.
2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

NOT COMPLETE WITHOUT SHEETS 1 -2 OF 2

\* NOT A SURVEY \*

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	N/A
DATE:	5 AUGUST 2014
FILE:	14-98-CONDO-MASTER
SHEET:	1 of 2



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3800 Via Del Rey  
Bonita Springs, Florida 34134

SKETCH AND DESCRIPTION

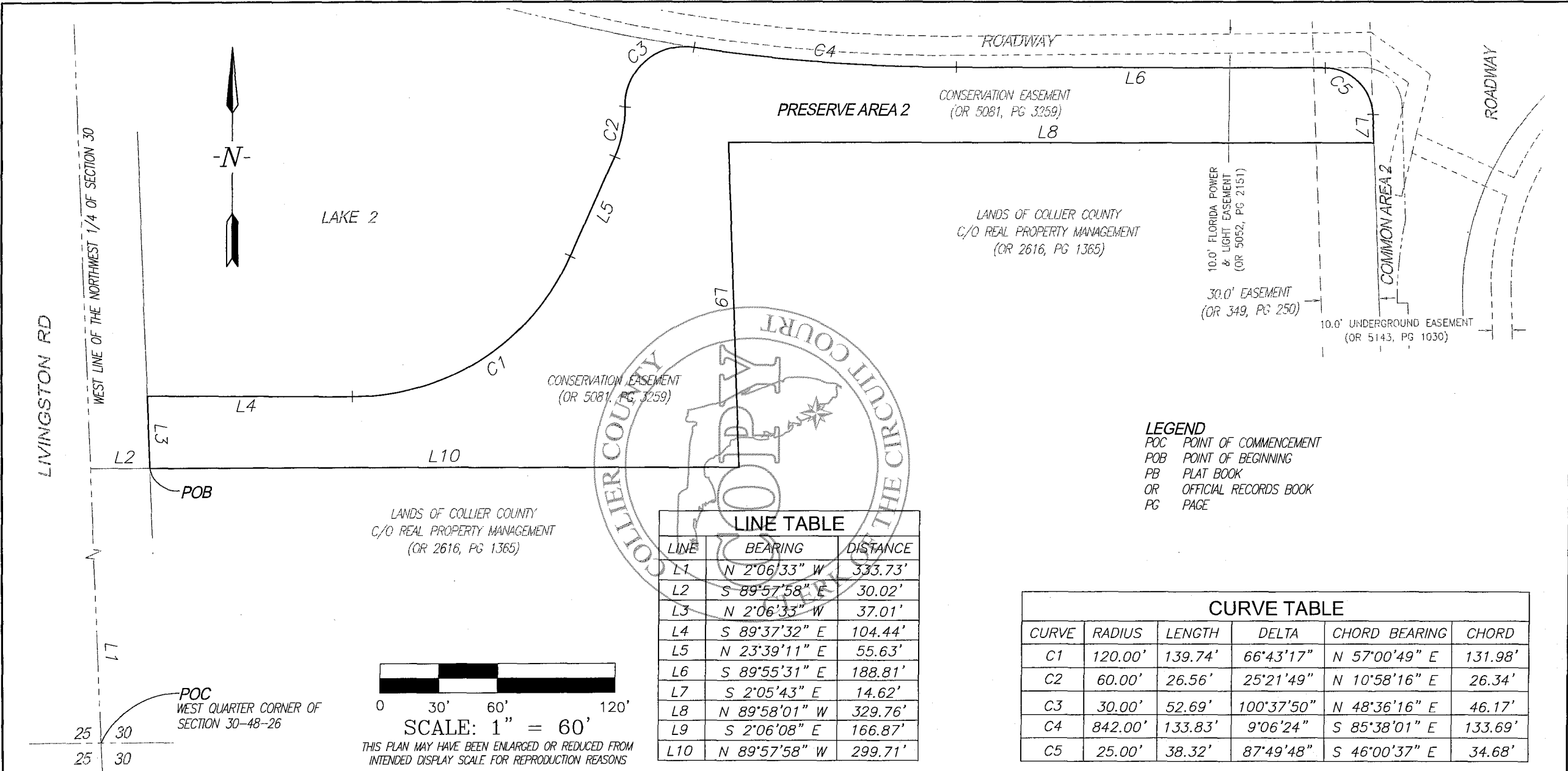
LIVINGSTON LAKES  
MASTER CONDOMINIUM ASSOCIATION  
PRESERVE AREA 2

LYING IN  
SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST  
COLLIER COUNTY, FLORIDA

7/6/15

DATE SIGNED  
No 6761

DONALD L. SAINTENOY II, P.S.M.  
FL. LICENSE #6761  
FOR THE FIRM



**LEGEND**  
POC POINT OF COMMENCEMENT  
POB POINT OF BEGINNING  
PB PLAT BOOK  
OR OFFICIAL RECORDS BOOK  
PG PAGE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 2°06'33" W	333.73'
L2	S 89°57'58" E	30.02'
L3	N 2°06'33" W	37.01'
L4	S 89°37'32" E	104.44'
L5	N 23°39'11" E	55.63'
L6	S 89°55'31" E	188.81'
L7	S 2°05'43" E	14.62'
L8	N 89°58'01" W	329.76'
L9	S 2°06'08" E	166.87'
L10	N 89°57'58" W	299.71'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	120.00'	139.74'	66°43'17"	N 57°00'49" E	131.98'
C2	60.00'	26.56'	25°21'49"	N 10°58'16" E	26.34'
C3	30.00'	52.69'	100°37'50"	N 48°36'16" E	46.17'
C4	842.00'	133.83'	9°06'24"	S 85°38'01" E	133.69'
C5	25.00'	38.32'	87°49'48"	S 46°00'37" E	34.68'

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	1" = 60'
DATE:	5 AUGUST 2014
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SHEET:	2 of 2



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3800 Via Del Rey  
Bonita Springs, Florida 34134

**SKETCH AND DESCRIPTION**

LIVINGSTON LAKES  
MASTER CONDOMINIUM ASSOCIATION  
PRESERVE AREA 2

LYING IN  
SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST  
COLLIER COUNTY, FLORIDA

**\* NOT A SURVEY \***  
  
NOT COMPLETE WITHOUT  
SHEETS 1 -2 OF 2

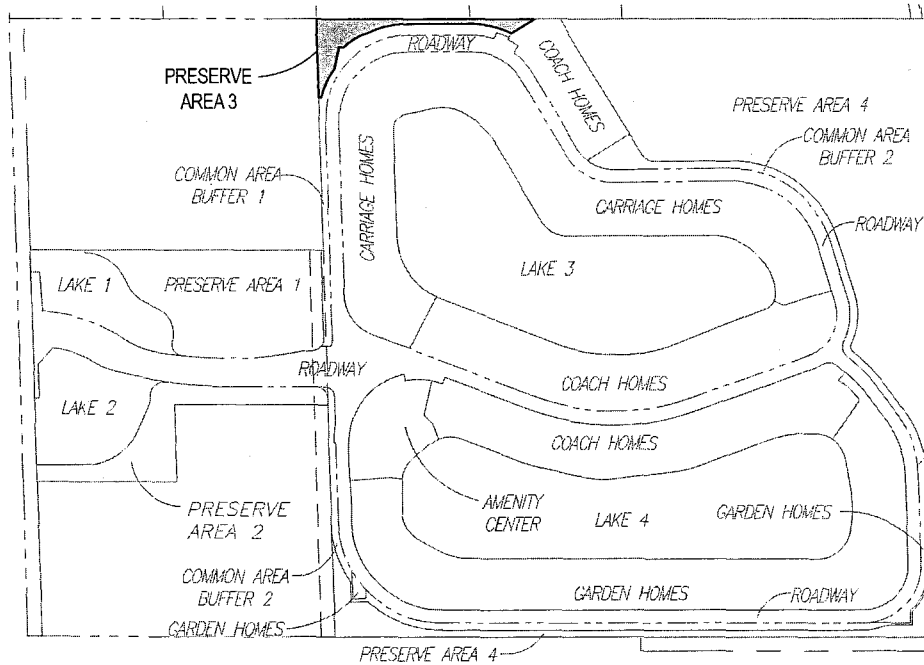
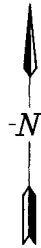
PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, NORTH 02°06'33" WEST, A DISTANCE OF 1,334.92 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE RUN ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 30, SOUTH 89°58'15" EAST, A DISTANCE OF 659.71 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THE SAME BEING A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5041, PAGE 3574, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, THENCE CONTINUE ALONG SAID NORTH LINE AND SAID BOUNDARY, SOUTH 89°58'15" EAST, A DISTANCE OF 468.98 FEET; THENCE SOUTH 58°21'07" WEST, A DISTANCE OF 58.26 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE WESTERLY 83.95 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 177.00 FEET, A CENTRAL ANGLE OF 27°10'34", (CHORD BEARING NORTH 76°22'58" WEST, A DISTANCE OF 83.17 FEET); THENCE NORTH 89°58'15" WEST, A DISTANCE OF 141.29 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY 94.95 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 207.00 FEET, A CENTRAL ANGLE OF 26°16'52", (CHORD BEARING SOUTH 76°53'19" WEST, A DISTANCE OF 94.12 FEET); THENCE SOUTH 73°04'41" WEST, A DISTANCE OF 10.89 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE SOUTHWESTERLY 45.28 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 209.00 FEET, A CENTRAL ANGLE OF 12°24'46", (CHORD BEARING SOUTH 54°38'52" WEST, A DISTANCE OF 45.19 FEET); THENCE NORTH 78°10'59" WEST, A DISTANCE OF 8.35 FEET; THENCE SOUTH 11°49'01" WEST, A DISTANCE OF 48.15 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE SOUTHWESTERLY 69.77 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 192.00 FEET, A CENTRAL ANGLE OF 20°49'10", (CHORD BEARING SOUTH 24°53'59" WEST, A DISTANCE OF 69.38 FEET); THENCE SOUTH 87°53'32" WEST, A DISTANCE OF 5.04 FEET TO A POINT ON THE BOUNDARY OF THE AFOREMENTIONED LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 5041, PAGE 3574; THENCE RUN ALONG SAID BOUNDARY, NORTH 02°05'43" WEST, A DISTANCE OF 170.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.32 ACRE, MORE OR LESS.



KEY MAP  
NOT TO SCALE

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AS BEING NORTH 02°06'33" WEST.
2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

\* NOT A SURVEY \*

NOT COMPLETE WITHOUT SHEETS 1 -2 OF 2

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	N/A
DATE:	5 AUGUST 2014
FILE:	14-98-CONDO-MASTER
SHEET:	1 of 2



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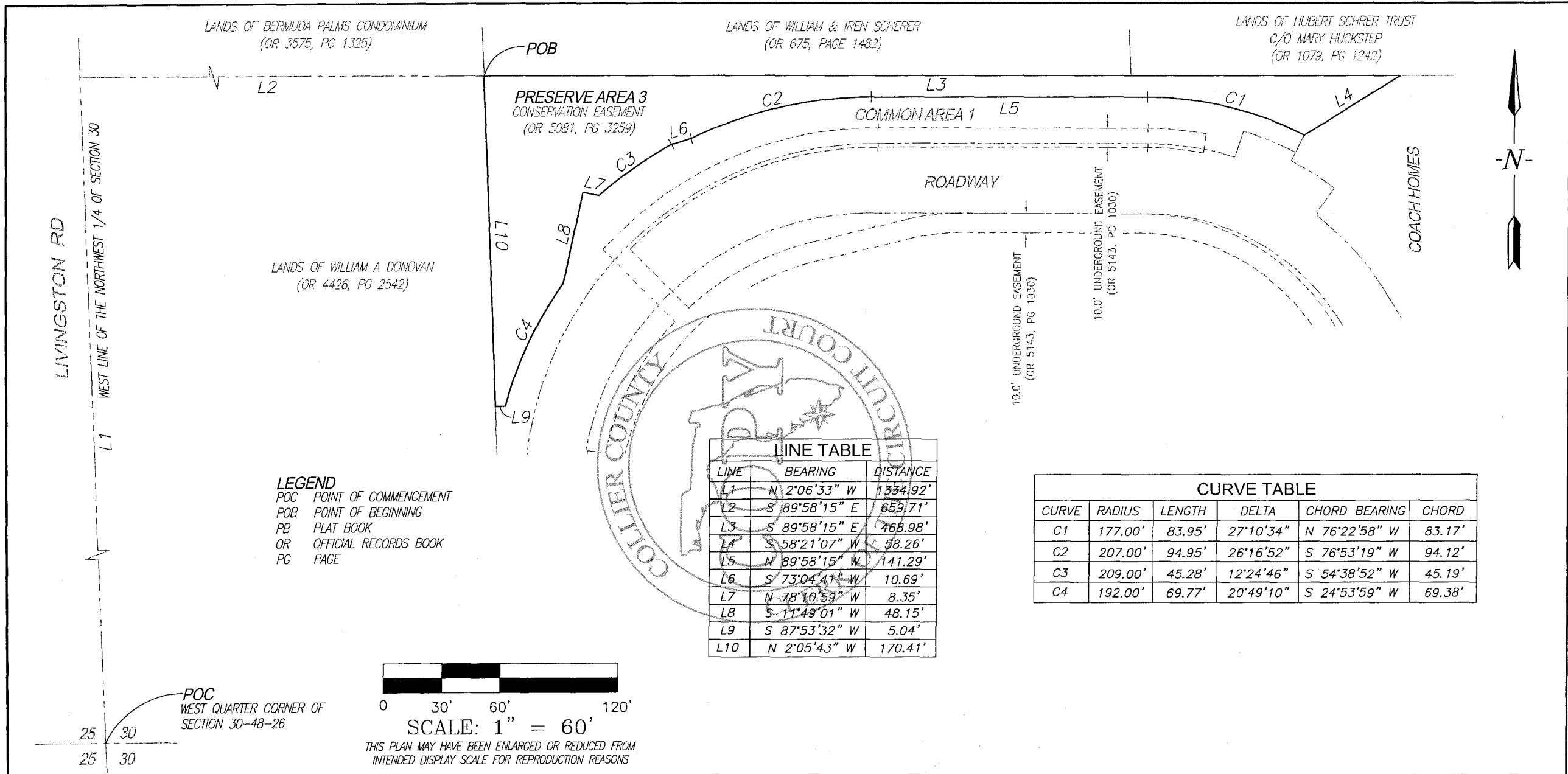
Q. Grady Minor and Associates, P.A.  
3800 Via Del Rey  
Bonita Springs, Florida 34134

SKETCH AND DESCRIPTION

LIVINGSTON LAKES  
MASTER CONDOMINIUM ASSOCIATION  
PRESERVE AREA 3  
LYING IN  
SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST  
COLLIER COUNTY, FLORIDA

7/6/15  
DATE SIGNED

*Donald L. Sainteno III*  
DONALD L. SAINTENO III, P.S.M.  
FL LICENSE #6761  
FOR THE FIRM



<div><div><div>DRAWN BY: KJG</div><div>CHECKED BY: DLS</div><div>JOB CODE: LLCONDO</div><div>SCALE: 1" = 60'</div><div>DATE: 5 AUGUST 2014</div><div>FILE: 14-98-CONDO-MASTER</div><div>SHEET: 2 of 2</div></div><div><div><div><div><div></div><div></div></div><div>GradyMinor</div></div><div><div>Civil Engineers</div><div>Land Surveyors</div><div>Planners</div><div>Landscape Architects</div></div><div><div>Cert. of Auth. EB 0005151</div><div>Cert. of Auth. LB 0005151</div></div><div><div>Bonita Springs: 239.947.1144</div><div>www.GradyMinor.com</div><div>Fort Myers: 239.690.4380</div></div></div><div>Q. Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134</div></div></div>		<div>SKETCH AND DESCRIPTION</div> <div>LIVINGSTON LAKES MASTER CONDOMINIUM ASSOCIATION PRESERVE AREA 3 LYING IN SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST COLLIER COUNTY, FLORIDA</div>		<div>* NOT A SURVEY *</div> <div>NOT COMPLETE WITHOUT SHEETS 1 -2 OF 2</div>
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PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, SOUTH 89°57'51" EAST, A DISTANCE OF 659.39 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THE SAME BEING A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK, 5041, PAGE 3574, COLLIER COUNTY, FLORIDA, THENCE RUN ALONG SAID BOUNDARY, NORTH 02°05'43" WEST, A DISTANCE OF 224.35 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE SOUTHERLY 112.52 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 239.11 FEET, A CENTRAL ANGLE OF 26°57'41", (CHORD BEARING SOUTH 20°44'52" EAST, A DISTANCE OF 111.48 FEET); THENCE SOUTH 02°05'15" EAST, A DISTANCE OF 44.48 FEET; THENCE NORTH 87°54'45" EAST, A DISTANCE OF 35.97 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE EASTERLY 176.23 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 240.00 FEET, A CENTRAL ANGLE OF 42°04'18", (CHORD BEARING SOUTH 68°55'42" EAST, A DISTANCE OF 172.30 FEET); THENCE SOUTH 89°57'51" EAST, A DISTANCE OF 909.92 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE EASTERLY 59.61 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF 24°23'45", (CHORD BEARING NORTH 77°50'16" EAST, A DISTANCE OF 59.16 FEET); THENCE SOUTH 89°57'51" EAST, A DISTANCE OF 49.86 FEET; THENCE NORTH 01°47'14" WEST, A DISTANCE OF 28.39 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE NORTHEASTERLY 42.43 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 143.83 FEET, A CENTRAL ANGLE OF 16°54'08", (CHORD BEARING NORTH 34°53'31" EAST, A DISTANCE OF 42.27 FEET); THENCE SOUTH 70°44'56" EAST, A DISTANCE OF 15.11 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE NORTHERLY 52.86 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 137.99 FEET, A CENTRAL ANGLE OF 21°56'53", (CHORD BEARING NORTH 15°30'30" EAST, A DISTANCE OF 52.54 FEET); THENCE NORTH 02°04'02" WEST, A DISTANCE OF 244.37 FEET; THENCE NORTH 47°22'34" WEST, A DISTANCE OF 30.12 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE NORTHWESTERLY 98.67 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 240.18 FEET, A CENTRAL ANGLE OF 23°32'13", (CHORD BEARING NORTH 25°12'33" WEST, A DISTANCE OF 97.97 FEET); THENCE NORTH 36°50'34" WEST, A DISTANCE OF 82.26 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHWESTERLY 55.91 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 242.00 FEET, A CENTRAL ANGLE OF 13°14'10", (CHORD BEARING NORTH 43°27'39" WEST, A DISTANCE OF 55.78 FEET); THENCE NORTH 50°04'44" WEST, A DISTANCE OF 32.29 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY 16.09 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF 76°48'37", (CHORD BEARING NORTH 11°40'25" WEST, A DISTANCE OF 14.91 FEET) TO A POINT ON A REVERSE CURVE TO THE LEFT; THENCE NORTHERLY 109.03 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 142.00 FEET, A CENTRAL ANGLE OF 43°59'31", (CHORD BEARING NORTH 04°44'08" EAST, A DISTANCE OF 106.37 FEET); THENCE NORTH 17°15'38" WEST, A DISTANCE OF 126.51 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHWESTERLY 309.48 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 242.00 FEET, A CENTRAL ANGLE OF 73°16'20", (CHORD BEARING NORTH 53°53'48" WEST, A DISTANCE OF 288.82 FEET); THENCE SOUTH 89°28'02" WEST, A DISTANCE OF 160.85 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHWESTERLY 41.11 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 58°53'18", (CHORD BEARING NORTH 61°05'19" WEST, A DISTANCE OF 39.33 FEET); THENCE NORTH 31°38'40" WEST, A DISTANCE OF 339.45 FEET TO A POINT ON THE AFOREMENTIONED BOUNDARY OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 5041, PAGE 3574; THENCE RUN ALONG SAID BOUNDARY FOR ALL OF THE REMAINING COURSES AND DISTANCES BACK TO THE POINT OF BEGINNING, SOUTH 89°58'15" EAST, A DISTANCE OF 795.42 FEET; THENCE SOUTH 02°04'02" EAST, A DISTANCE OF 1,335.11 FEET; THENCE NORTH 89°57'51" WEST, A DISTANCE OF 1,318.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.41 ACRES, MORE OR LESS.

NOTES:

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AS BEING SOUTH 89°57'51" EAST.
- 2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
- 3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

NOT COMPLETE WITHOUT SHEETS 1 -4 OF 4

\* NOT A SURVEY \*

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	N/A
DATE:	5 AUGUST 2014
FILE:	14-98-CONDO-MASTER
SHEET:	1 of 4



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Q. Grady Minor and Associates, P.A.  
3800 Via Del Rey  
Bonita Springs, Florida 34134

SKETCH AND DESCRIPTION

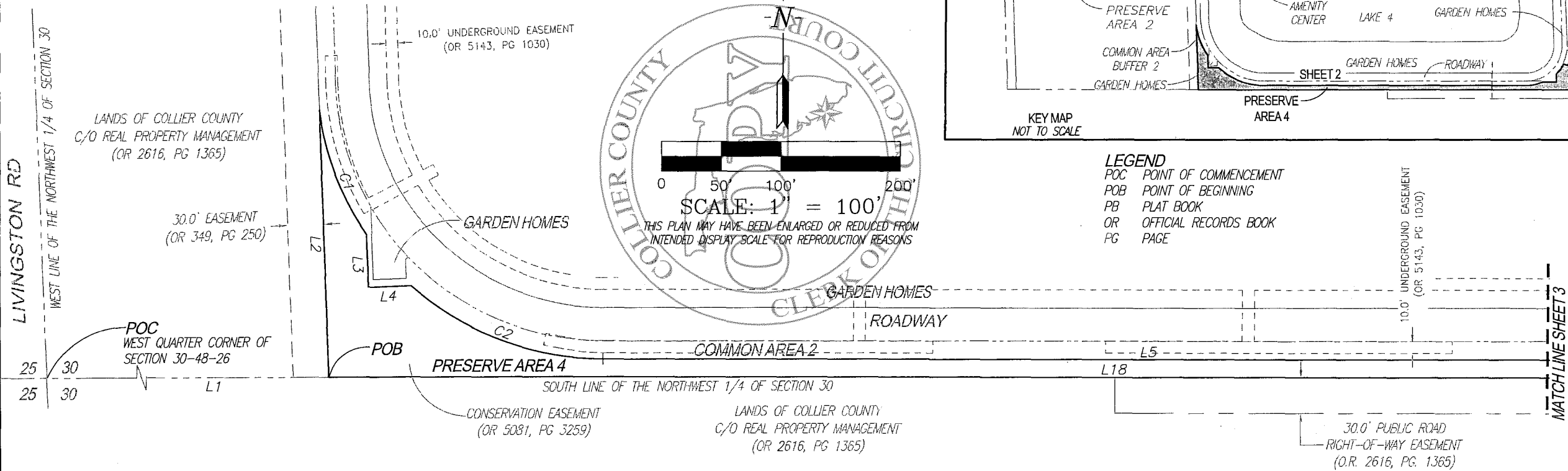
LIVINGSTON LAKES  
MASTER CONDOMINIUM ASSOCIATION  
PRESERVE AREA 4

LYING IN  
SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST  
COLLIER COUNTY, FLORIDA

7/6/15  
DATE SIGNED  
No 6761  
DONALD L. SAINTENOY III, P.S.M.  
FL LICENSE #6761  
FOR THE FIRM

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 89°57'51" E	659.39'
L2	N 2°05'43" W	224.35'
L3	S 2°05'15" E	44.48'
L4	N 87°54'45" E	35.97'
L5	S 89°57'51" E	909.92'
L18	N 89°57'51" W	1318.78'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	239.11'	112.52'	26°57'41"	S 20°44'52" E	111.48'
C2	240.00'	176.23'	42°04'18"	S 68°55'42" E	172.30'



DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	1" = 100'
DATE:	5 AUGUST 2014
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SHEET:	2 of 4



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 Bonita Springs, Florida 34134

#### SKETCH AND DESCRIPTION

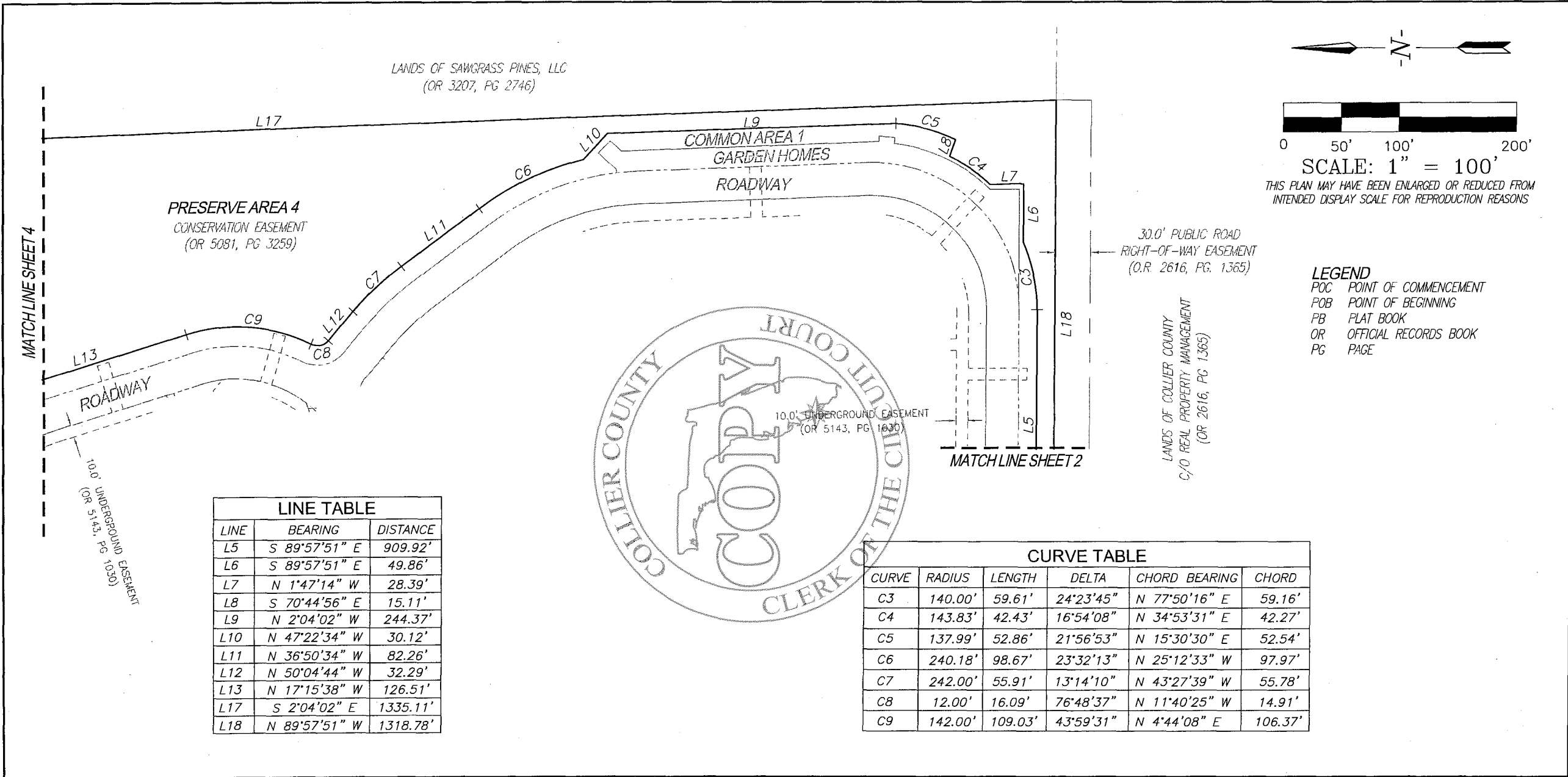
LIVINGSTON LAKES  
 MASTER CONDOMINIUM ASSOCIATION  
 PRESERVE AREA 4

LYING IN  
 SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST  
 COLLIER COUNTY, FLORIDA

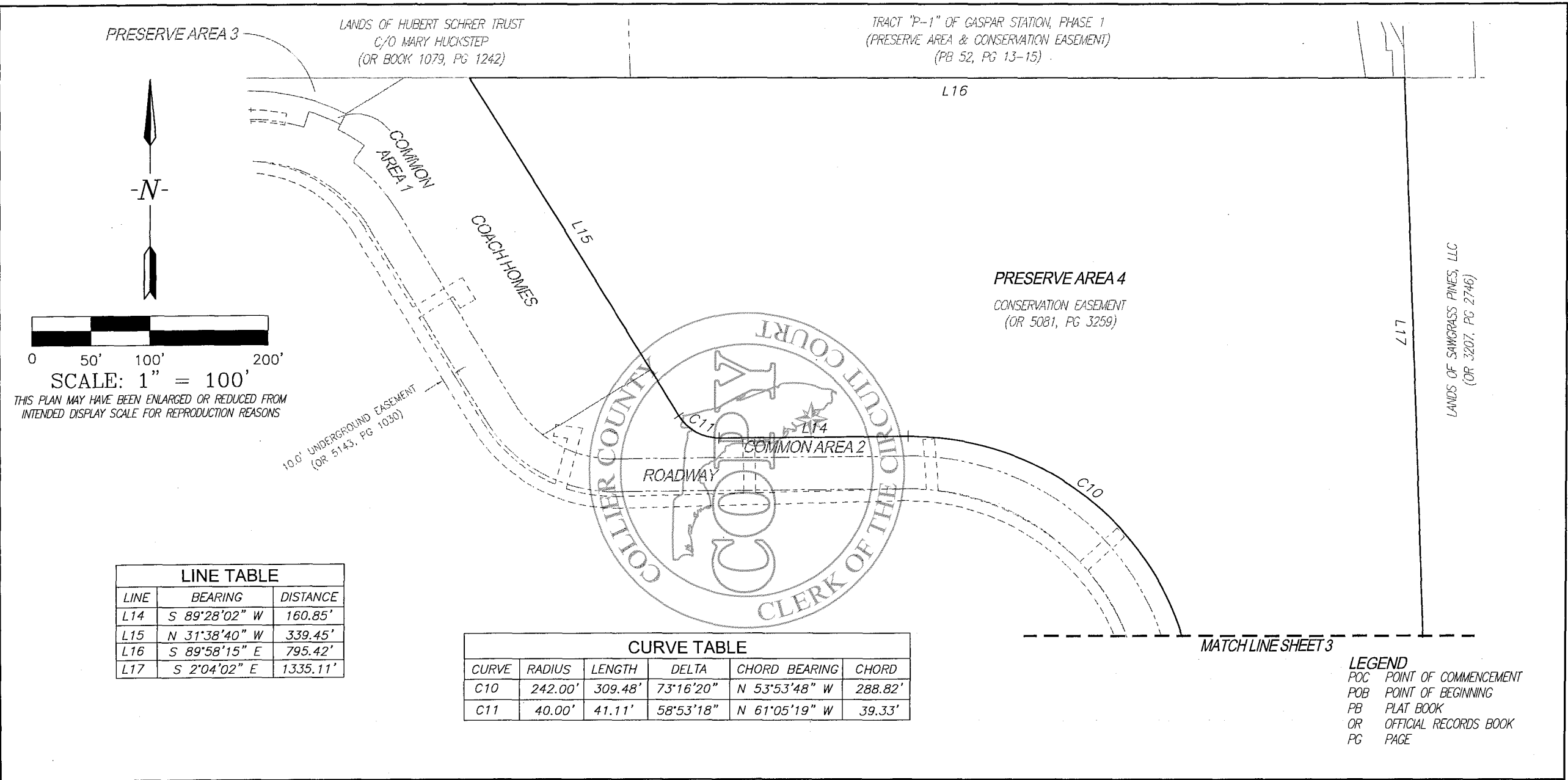
\* NOT A SURVEY \*

NOT COMPLETE WITHOUT  
 SHEETS 1 -4 OF 4





<b>DRAWN BY:</b> KJG <b>CHECKED BY:</b> DLS <b>JOB CODE:</b> LLCONDO <b>SCALE:</b> 1" = 100' <b>DATE:</b> 5 AUGUST 2014 <b>FILE:</b> 14-98-CONDO-MASTER <b>SHEET:</b> 3 of 4	 <b>GradyMinor</b> Civil Engineers • Land Surveyors • Planners • Landscape Architects Cert. of Auth. EB 0005151    Cert. of Auth. LB 0005151 Bonita Springs: 239.947.1144 <a href="http://www.GradyMinor.com">www.GradyMinor.com</a>	Q. Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134 Business LC 26000266 Fort Myers: 239.690.4380	<b>SKETCH AND DESCRIPTION</b>	<b>* NOT A SURVEY *</b>  NOT COMPLETE WITHOUT SHEETS 1 -4 OF 4
			<b>LIVINGSTON LAKES MASTER CONDOMINIUM ASSOCIATION PRESERVE AREA 4 LYING IN SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST COLLIER COUNTY, FLORIDA</b>	



DRAWN BY: KJG  
CHECKED BY: DLS  
JOB CODE: LLCONDO  
SCALE: 1" = 100'  
DATE: 5 AUGUST 2014  
FILE: 14-98-CONDO-MASTER  
SHEET: 4 of 4



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3800 Via Del Rey  
Bonita Springs, Florida 34134

Business LC 26000266  
Fort Myers: 239.690.4380

**SKETCH AND DESCRIPTION**

LIVINGSTON LAKES  
MASTER CONDOMINIUM ASSOCIATION  
PRESERVE AREA 4

LYING IN  
SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST  
COLLIER COUNTY, FLORIDA

**\* NOT A SURVEY \***

NOT COMPLETE WITHOUT  
SHEETS 1 -4 OF 4

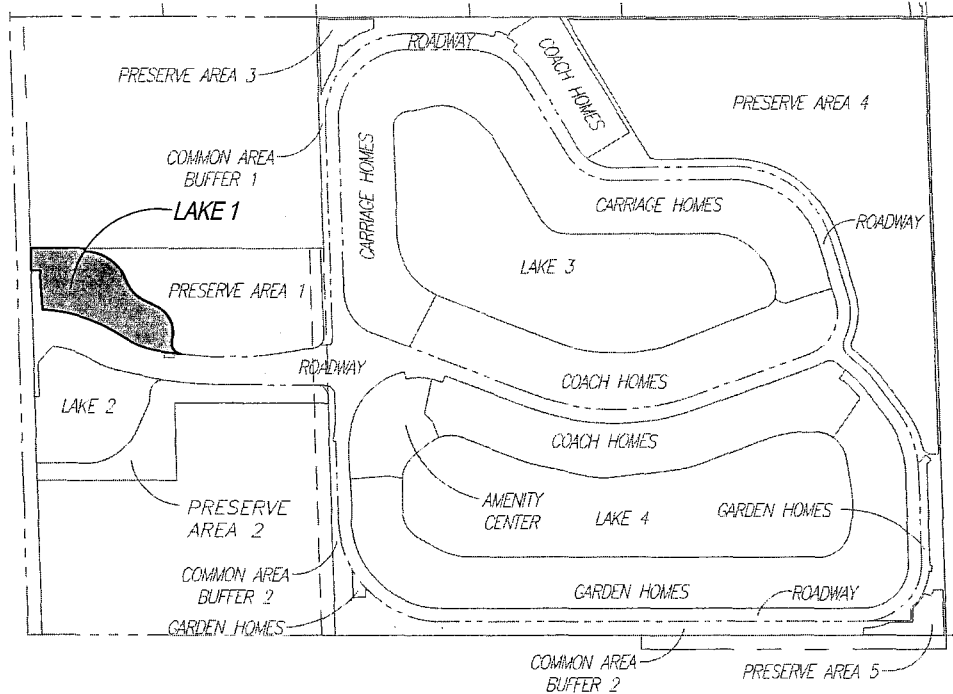
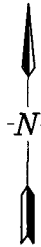
PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, NORTH 02°06'33" WEST, A DISTANCE OF 834.32 FEET; THENCE SOUTH 89°58'06" EAST, A DISTANCE OF 30.02 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THE SAME BEING A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5041, PAGE 3574, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN ALONG SAID BOUNDARY, SOUTH 89°58'06" EAST, A DISTANCE OF 116.67 FEET; THENCE SOUTH 02°43'14" WEST, A DISTANCE OF 6.12 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 117.56 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 67°21'29"; (CHORD BEARING SOUTH 54°59'45" EAST, A DISTANCE OF 110.91 FEET) TO A POINT ON A REVERSE CURVE TO THE LEFT; THENCE SOUTHEASTERLY 59.87 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 42°52'45"; (CHORD BEARING SOUTH 42°45'24" EAST, A DISTANCE OF 58.48 FEET); THENCE SOUTH 64°11'46" EAST, A DISTANCE OF 29.87 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 84.49 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 80°41'00"; (CHORD BEARING SOUTH 23°51'16" EAST, A DISTANCE OF 77.68 FEET) TO A POINT ON A REVERSE CURVE TO THE LEFT; THENCE SOUTHEASTERLY 43.30 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 99°14'15"; (CHORD BEARING SOUTH 33°07'53" EAST, A DISTANCE OF 38.09 FEET); THENCE NORTH 82°45'01" WEST, A DISTANCE OF 47.69 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE WESTERLY 77.43 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 161.29 FEET, A CENTRAL ANGLE OF 27°30'16"; (CHORD BEARING NORTH 68°59'52" WEST, A DISTANCE OF 76.68 FEET) TO A POINT ON A REVERSE CURVE TO THE LEFT; THENCE WESTERLY 193.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 358.23 FEET, A CENTRAL ANGLE OF 30°56'24"; (CHORD BEARING NORTH 70°42'56" WEST, A DISTANCE OF 191.11 FEET); THENCE NORTH 03°57'34" WEST, A DISTANCE OF 84.50 FEET; THENCE SOUTH 87°53'27" WEST, A DISTANCE OF 19.16 FEET TO A POINT ON THE AFOREMENTIONED BOUNDARY OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 5041, PAGE 3574; THENCE RUN ALONG SAID BOUNDARY, NORTH 02°06'33" WEST, A DISTANCE OF 48.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.85 ACRE, MORE OR LESS.



KEY MAP  
NOT TO SCALE

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AS BEING NORTH 02°06'33" WEST.
2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

NOT COMPLETE WITHOUT SHEETS 1 -2 OF 2

\* NOT A SURVEY \*

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	N/A
DATE:	5 AUGUST 2014
FILE:	98-CONDO-MASTER-REV
SHEET:	1 of 2



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3800 Via Del Rey  
Bonita Springs, Florida 34134

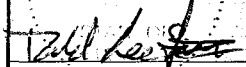
SKETCH AND DESCRIPTION

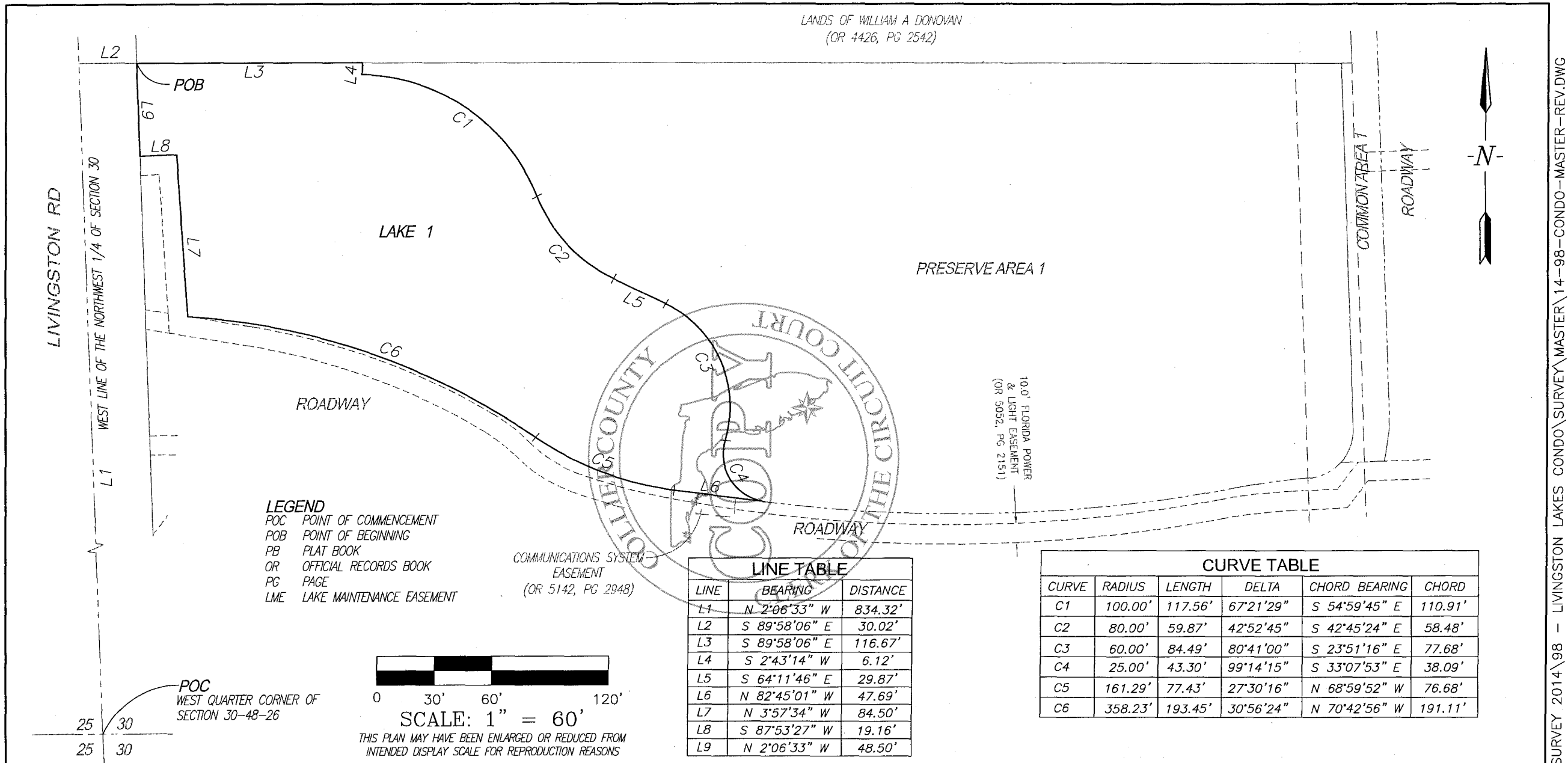
LIVINGSTON LAKES  
MASTER CONDOMINIUM ASSOCIATION

LAKE 1  
LYING IN  
SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST  
COLLIER COUNTY, FLORIDA

7/6/15

DATE SIGNED  
No 6761

  
DONALD L. SAINTENCY III, P.S.M.  
FL LICENSE #6761  
FOR THE FIRM



<b>DRAWN BY:</b> KJG <b>CHECKED BY:</b> DLS <b>JOB CODE:</b> LLCONDO <b>SCALE:</b> 1" = 60' <b>DATE:</b> 5 AUGUST 2014 <b>FILE:</b> 98-CONDO-MASTER-REV <b>SHEET:</b> 2 of 2	 <b>GradyMinor</b> Civil Engineers • Land Surveyors • Planners • Landscape Architects Cert. of Auth. EB 0005151    Cert. of Auth. LB 0005151 Bonita Springs: 239.947.1144 <a href="http://www.GradyMinor.com">www.GradyMinor.com</a> Fort Myers: 239.690.4380	<b>Q. Grady Minor and Associates, P.A.</b> 3800 Via Del Rey Bonita Springs, Florida 34134	<b>SKETCH AND DESCRIPTION</b> <b>LIVINGSTON LAKES</b> <b>MASTER CONDOMINIUM ASSOCIATION</b> <b>LAKE 1</b> <b>LYING IN</b> <b>SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST</b> <b>COLLIER COUNTY, FLORIDA</b>	<b>* NOT A SURVEY *</b> NOT COMPLETE WITHOUT SHEETS 1 -2 OF 2
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PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, NORTH 02°06'33" WEST, A DISTANCE OF 370.91 FEET; THENCE SOUTH 89°37'32" EAST, A DISTANCE OF 30.03 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THE SAME BEING A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5041, PAGE 3574, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN ALONG SAID BOUNDARY, NORTH 02°06'33" WEST, A DISTANCE OF 142.91 FEET; THENCE NORTH 87°53'27" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 02°06'33" WEST, A DISTANCE OF 71.73 FEET; THENCE NORTH 38°10'29" EAST, A DISTANCE OF 46.54 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE EASTERLY 97.85 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 222.28 FEET, A CENTRAL ANGLE OF 25°13'24", (CHORD BEARING SOUTH 71°22'57" EAST, A DISTANCE OF 97.06 FEET) TO A POINT ON A REVERSE CURVE TO THE LEFT; THENCE EASTERLY 49.11 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 158.00 FEET, A CENTRAL ANGLE OF 17°48'33", (CHORD BEARING SOUTH 67°40'31" EAST, A DISTANCE OF 48.91 FEET); THENCE SOUTH 76°34'48" EAST, A DISTANCE OF 45.40 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE EASTERLY 66.13 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 842.00 FEET, A CENTRAL ANGLE OF 04°30'01", (CHORD BEARING SOUTH 78°49'48" EAST, A DISTANCE OF 66.12 FEET) TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE SOUTHWESTERLY 52.69 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 100°37'50", (CHORD BEARING SOUTH 48°36'16" WEST, A DISTANCE OF 46.17 FEET) TO A POINT ON A REVERSE CURVE TO THE RIGHT; THENCE SOUTHERLY 26.56 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 25°21'49", (CHORD BEARING SOUTH 10°58'16" WEST, A DISTANCE OF 26.34 FEET); THENCE SOUTH 23°39'11" WEST, A DISTANCE OF 55.63 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 139.74 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 66°43'17", (CHORD BEARING SOUTH 57°00'49" WEST, A DISTANCE OF 131.98 FEET); THENCE NORTH 89°37'32" WEST, A DISTANCE OF 104.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.12 ACRES, MORE OR LESS.

\* NOT A SURVEY \*

NOT COMPLETE WITHOUT SHEETS 1 -2 OF 2

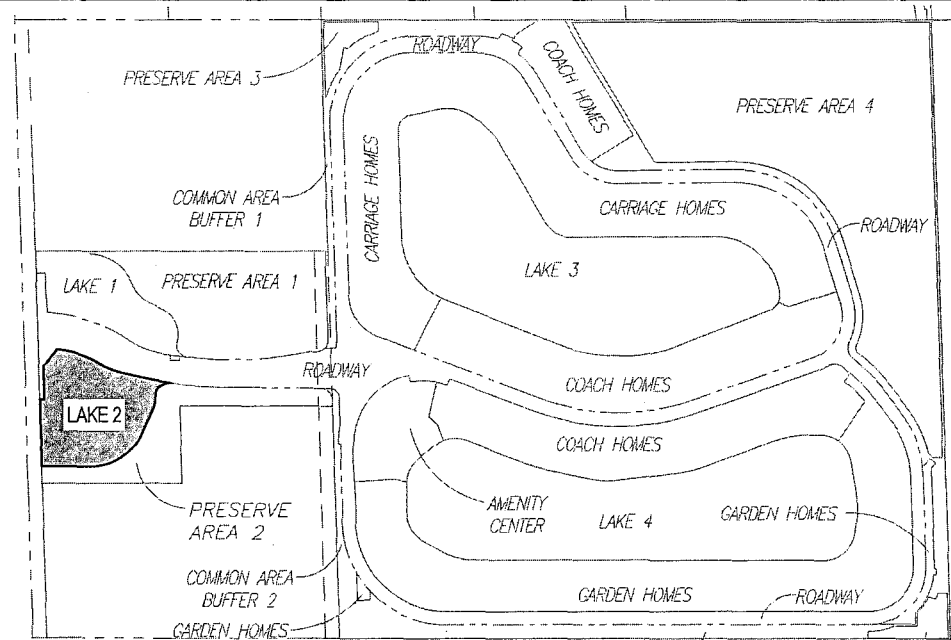
DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	N/A
DATE:	5 AUGUST 2014
FILE:	98-CONDO-MASTER-REV
SHEET:	1 of 2



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Bonita Springs: 239.947.1144 [www.GradyMinor.com](http://www.GradyMinor.com) Fort Myers: 239.690.4380

Q. Grady Minor and Associates, P.A.  
3800 Via Del Rey  
Bonita Springs, Florida 34134



KEY MAP  
NOT TO SCALE

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AS BEING NORTH 02°06'33" WEST.
2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

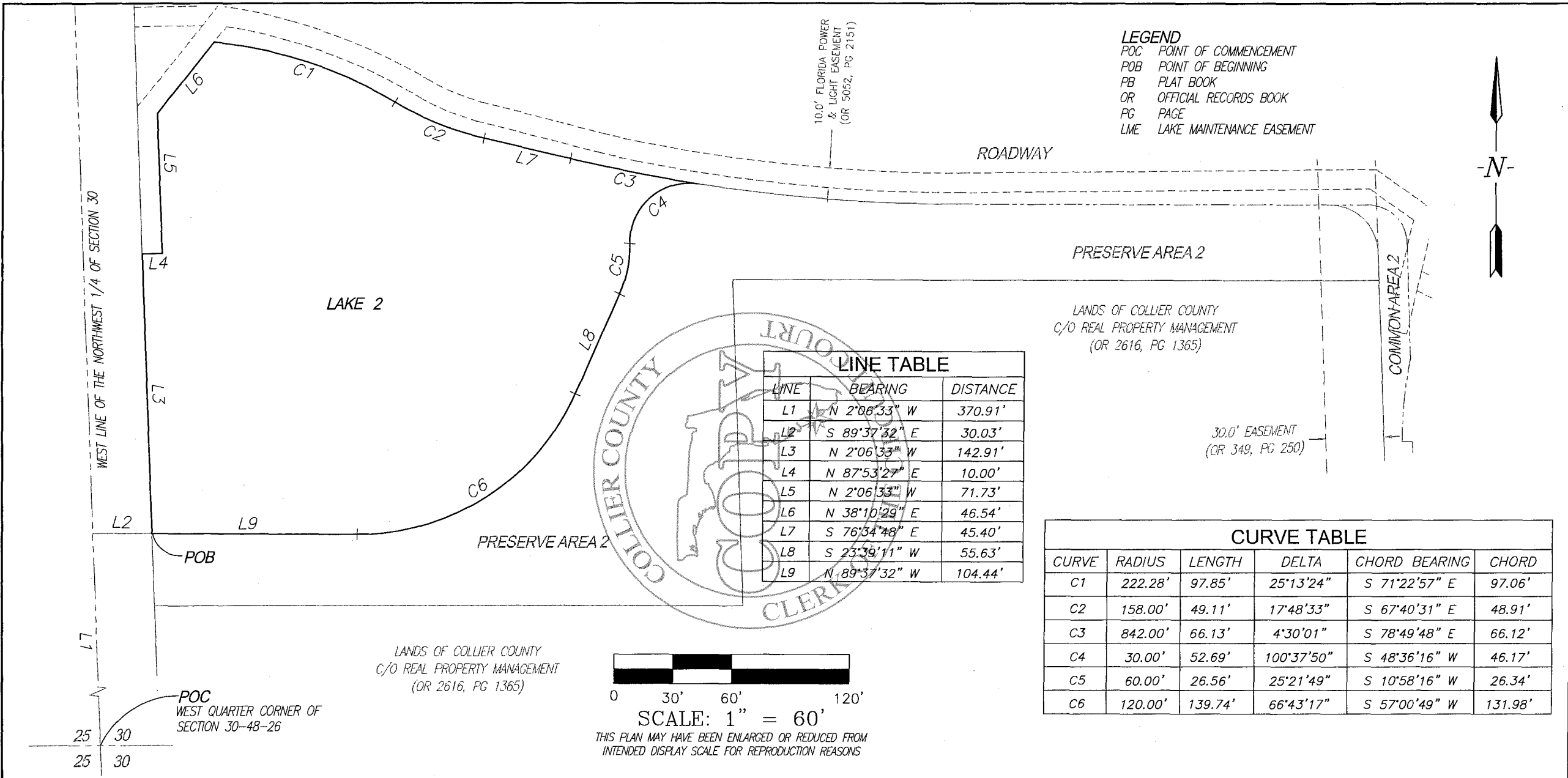
SKETCH AND DESCRIPTION

LIVINGSTON LAKES  
MASTER CONDOMINIUM ASSOCIATION  
LAKE 2

LYING IN  
SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST  
COLLIER COUNTY, FLORIDA

7/6/15  
DATE SIGNED

DONALD L. SAINTENOY III, P.S.M.  
FL. LICENSE #8761  
FOR THE FIRM



DRAWN BY: KJG

CHECKED BY: DLS

JOB CODE: LLCONDO

SCALE: 1" = 60'

DATE: 5 AUGUST 2014

FILE: 98-CONDO-MASTER-REV

SHEET: 2 of 2



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3800 Via Del Rey

Bonita Springs, Florida 34134

SKETCH AND DESCRIPTION

LIVINGSTON LAKES  
MASTER CONDOMINIUM ASSOCIATION  
LAKE 2  
LYING IN  
SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST  
COLLIER COUNTY, FLORIDA

\* NOT A SURVEY \*

NOT COMPLETE WITHOUT  
SHEETS 1 -2 OF 2

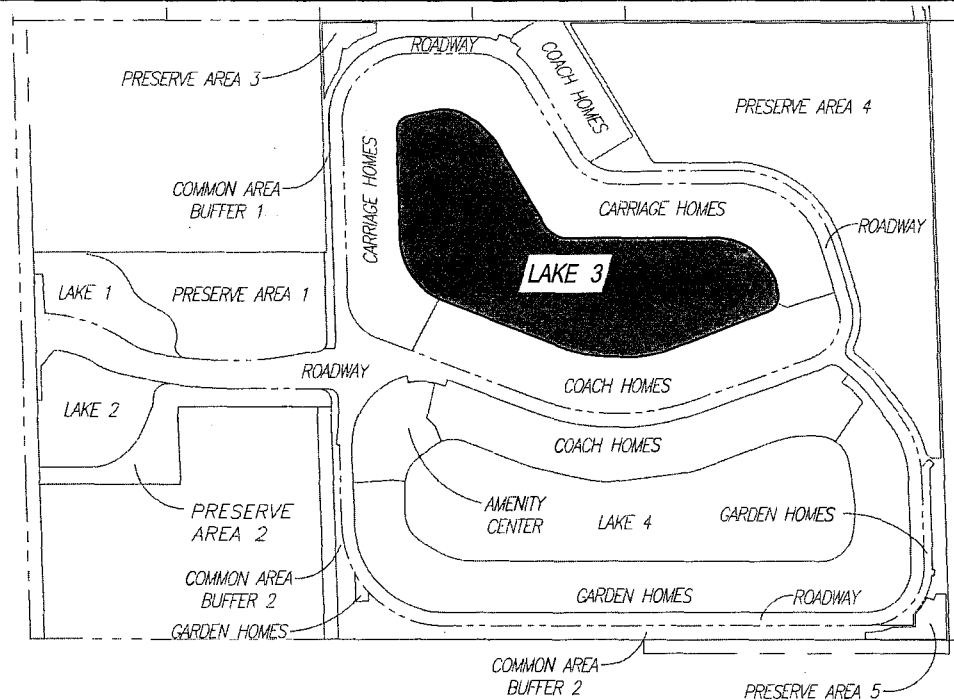
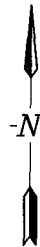
PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, NORTH 02°06'33" WEST, A DISTANCE OF 831.06 FEET; THENCE NORTH 87°53'22" EAST, A DISTANCE OF 818.83 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE NORTH 02°06'16" WEST, A DISTANCE OF 234.12 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHEASTERLY 46.20 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 33.00 FEET, A CENTRAL ANGLE OF 80°12'35", (CHORD BEARING NORTH 38°00'02" EAST, A DISTANCE OF 42.52 FEET); THENCE NORTH 78°06'19" EAST, A DISTANCE OF 60.85 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE EASTERLY 66.44 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 87.00 FEET, A CENTRAL ANGLE OF 43°45'13", (CHORD BEARING SOUTH 80°01'04" EAST, A DISTANCE OF 64.83 FEET); THENCE SOUTH 58°08'28" EAST, A DISTANCE OF 30.22 FEET; THENCE SOUTH 44°39'25" EAST, A DISTANCE OF 52.35 FEET; THENCE SOUTH 30°19'21" EAST, A DISTANCE OF 210.79 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHEASTERLY 63.64 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 61.00 FEET, A CENTRAL ANGLE OF 59°46'21", (CHORD BEARING SOUTH 60°12'32" EAST, A DISTANCE OF 60.79 FEET); THENCE NORTH 89°54'18" EAST, A DISTANCE OF 317.49 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 202.08 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 139.00 FEET, A CENTRAL ANGLE OF 83°17'45", (CHORD BEARING SOUTH 48°26'49" EAST, A DISTANCE OF 184.75 FEET) TO A POINT ON A COMPOUND CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 46.33 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 75°50'33", (CHORD BEARING SOUTH 31°07'20" WEST, A DISTANCE OF 43.02 FEET); THENCE SOUTH 69°02'36" WEST, A DISTANCE OF 220.14 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE WESTERLY 119.09 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 293.00 FEET, A CENTRAL ANGLE OF 23°17'16", (CHORD BEARING SOUTH 80°41'14" WEST, A DISTANCE OF 118.27 FEET); THENCE NORTH 87°40'08" WEST, A DISTANCE OF 30.35 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE WESTERLY 87.30 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 291.00 FEET, A CENTRAL ANGLE OF 17°11'21", (CHORD BEARING NORTH 79°04'27" WEST, A DISTANCE OF 86.98 FEET); THENCE NORTH 68°25'10" WEST, A DISTANCE OF 285.95 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHWESTERLY 168.98 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 146.00 FEET, A CENTRAL ANGLE OF 66°18'54", (CHORD BEARING NORTH 35°15'43" WEST, A DISTANCE OF 159.71 FEET) TO THE POINT OF BEGINNING.

CONTAINING 5.16 ACRES, MORE OR LESS.



KEY MAP  
NOT TO SCALE

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AS BEING NORTH 02°06'33" WEST.
2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
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\* NOT A SURVEY \*

NOT COMPLETE WITHOUT SHEETS 1 -2 OF 2

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	N/A
DATE:	5 AUGUST 2014
FILE:	98-CONDO-MASTER-REV
SHEET:	1 of 2



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Q. Grady Minor and Associates, P.A.  
3800 Via Del Rey  
Bonita Springs, Florida 34134

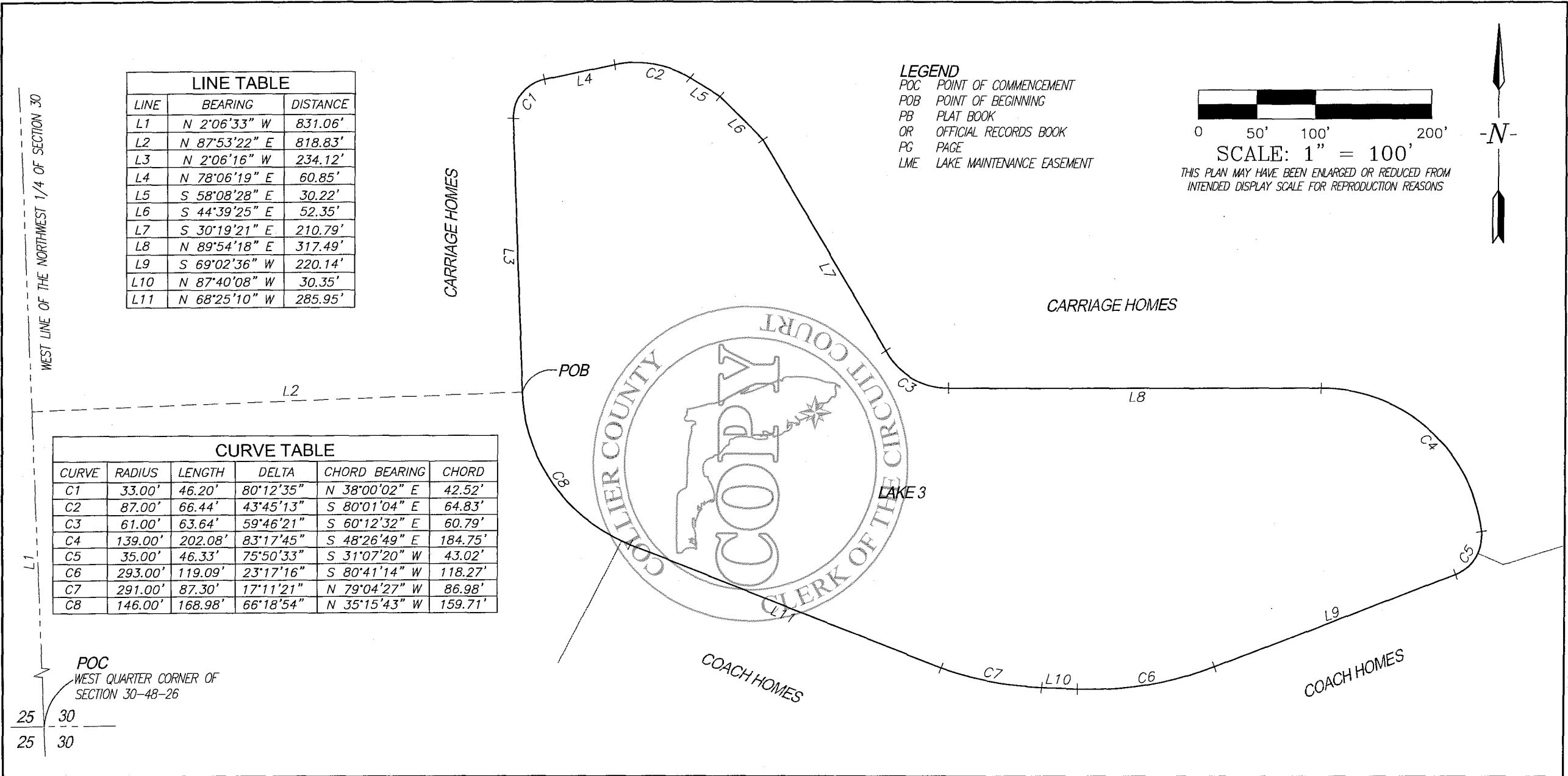
SKETCH AND DESCRIPTION

LIVINGSTON LAKES  
MASTER CONDOMINIUM ASSOCIATION  
LAKE 3

LYING IN  
SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST  
COLLIER COUNTY, FLORIDA

7/6/15  
DATE SIGNED

DONALD L. SAINTENOY III, P.S.M.  
FL LICENSE #6761  
FOR THE FIRM



DRAWN BY: KJG	 <b>GradyMinor</b>	Q. Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134		SKETCH AND DESCRIPTION		* NOT A SURVEY *  NOT COMPLETE WITHOUT SHEETS 1 -2 OF 2
CHECKED BY: DLS				LIVINGSTON LAKES MASTER CONDOMINIUM ASSOCIATION LAKE 3 LYING IN SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST COLLIER COUNTY, FLORIDA		
JOB CODE: LLCONDO						
SCALE: 1" = 60'						
DATE: 5 AUGUST 2014						
FILE: 98-CONDO-MASTER-REV						
SHEET: 2 of 2	Civil Engineers • Land Surveyors • Planners • Landscape Architects Cert. of Auth. EB 0005151      Cert. of Auth. LB 0005151 Business LC 26000266 Bonita Springs: 239.947.1144 <a href="http://www.GradyMinor.com">www.GradyMinor.com</a> Fort Myers: 239.690.4380					



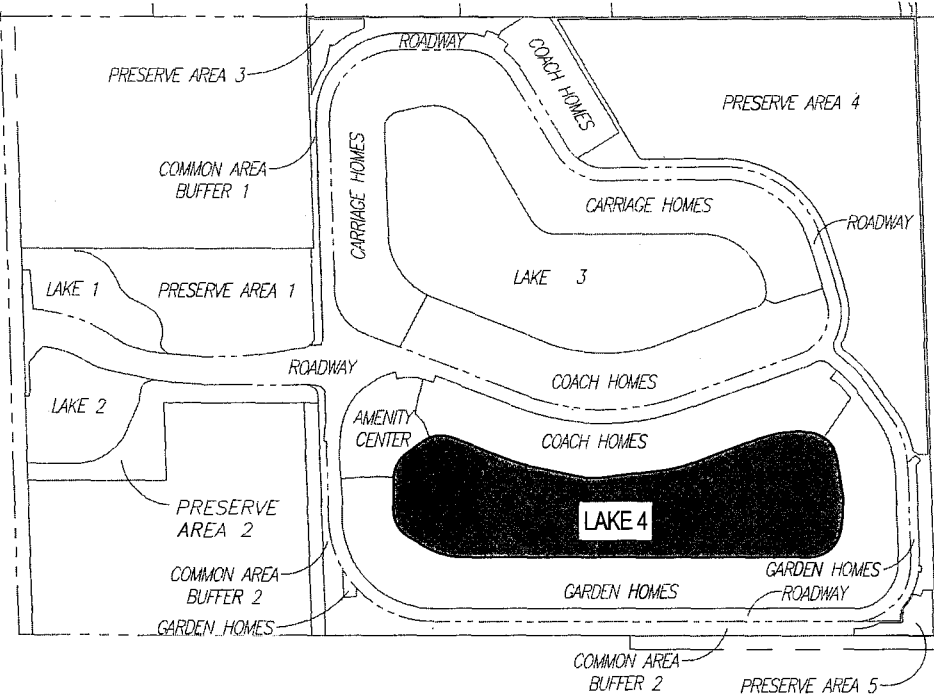
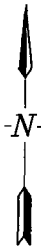
PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, NORTH 02°06'33" WEST, A DISTANCE OF 239.80 FEET; THENCE NORTH 87°53'25" EAST, A DISTANCE OF 811.12 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE NORTH 00°46'58" WEST, A DISTANCE OF 63.67 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHEASTERLY 63.12 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 69.50 FEET, A CENTRAL ANGLE OF 52°01'57", (CHORD BEARING NORTH 25°14'01" EAST, A DISTANCE OF 60.97 FEET); THENCE NORTH 51°14'59" EAST, A DISTANCE OF 42.80 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE EASTERLY 72.40 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 69.50 FEET, A CENTRAL ANGLE OF 59°41'16", (CHORD BEARING NORTH 81°05'37" EAST, A DISTANCE OF 69.17 FEET); THENCE SOUTH 69°03'45" EAST, A DISTANCE OF 139.30 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE EASTERLY 40.03 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 255.50 FEET, A CENTRAL ANGLE OF 08°58'36", (CHORD BEARING SOUTH 73°33'03" EAST, A DISTANCE OF 39.99 FEET); THENCE SOUTH 78°02'21" EAST, A DISTANCE OF 108.51 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE EASTERLY 50.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 155.50 FEET, A CENTRAL ANGLE OF 18°35'26", (CHORD BEARING SOUTH 87°20'04" EAST, A DISTANCE OF 50.23 FEET); THENCE NORTH 83°22'13" EAST, A DISTANCE OF 138.96 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE EASTERLY 62.42 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 255.50 FEET, A CENTRAL ANGLE OF 13°59'52", (CHORD BEARING NORTH 76°22'17" EAST, A DISTANCE OF 62.27 FEET); THENCE NORTH 69°22'21" EAST, A DISTANCE OF 144.30 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE EASTERLY 84.42 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 244.50 FEET, A CENTRAL ANGLE OF 19°46'59", (CHORD BEARING NORTH 79°15'51" EAST, A DISTANCE OF 84.00 FEET); THENCE NORTH 89°09'20" EAST, A DISTANCE OF 22.30 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 99.43 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 69.50 FEET, A CENTRAL ANGLE OF 81°58'17", (CHORD BEARING SOUTH 49°51'31" EAST, A DISTANCE OF 91.17 FEET); THENCE SOUTH 08°52'23" EAST, A DISTANCE OF 67.05 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY 82.29 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 244.50 FEET, A CENTRAL ANGLE OF 19°16'59", (CHORD BEARING SOUTH 00°46'07" WEST, A DISTANCE OF 81.90 FEET); THENCE SOUTH 10°24'37" WEST, A DISTANCE OF 6.83 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 96.65 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 69.50 FEET, A CENTRAL ANGLE OF 79°40'56", (CHORD BEARING SOUTH 50°15'05" WEST, A DISTANCE OF 89.05 FEET); THENCE NORTH 89°54'27" WEST, A DISTANCE OF 752.22 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE WESTERLY 74.29 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 144.50 FEET, A CENTRAL ANGLE OF 29°27'21", (CHORD BEARING NORTH 75°10'47" WEST, A DISTANCE OF 73.47 FEET); THENCE NORTH 60°27'07" WEST, A DISTANCE OF 46.92 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHWESTERLY 72.38 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 69.50 FEET, A CENTRAL ANGLE OF 59°40'09", (CHORD BEARING NORTH 30°37'02" WEST, A DISTANCE OF 69.15 FEET) TO THE POINT OF BEGINNING.

CONTAINING 4.76 ACRES, MORE OR LESS.



NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AS BEING NORTH 02°06'33" WEST.
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NOT COMPLETE WITHOUT SHEETS 1 -2 OF 2

\* NOT A SURVEY \*

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	LLCONDO
SCALE:	N/A
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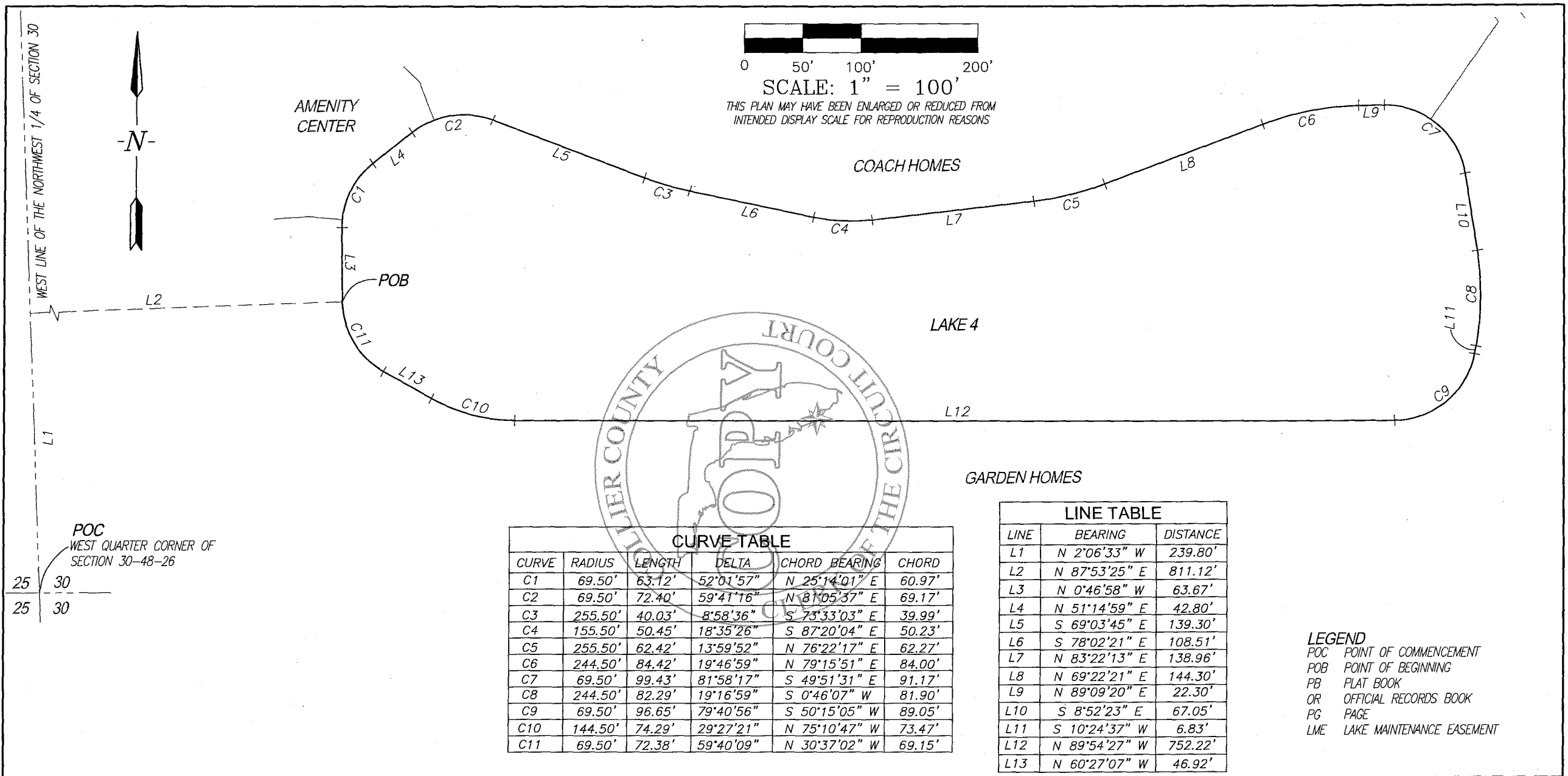
SKETCH AND DESCRIPTION

LIVINGSTON LAKES  
MASTER CONDOMINIUM ASSOCIATION  
LAKE 4

LYING IN  
SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST  
COLLIER COUNTY, FLORIDA

7/6/15  
DATE SIGNED

DONALD L. SAINTENOY II, P.S.M.  
FL LICENSE #6761  
FOR THE FIRM



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	69.50'	63.12'	52°01'57"	N 25°14'01" E	60.97'
C2	69.50'	72.40'	59°41'16"	N 81°05'37" E	69.17'
C3	255.50'	40.03'	8°58'36"	S 73°33'03" E	39.99'
C4	155.50'	50.45'	18°35'26"	S 87°20'04" E	50.23'
C5	255.50'	62.42'	13°59'52"	N 76°22'17" E	62.27'
C6	244.50'	84.42'	19°46'59"	N 79°15'51" E	84.00'
C7	69.50'	99.43'	81°58'17"	S 49°51'31" E	91.17'
C8	244.50'	82.29'	19°16'59"	S 0°46'07" W	81.90'
C9	69.50'	96.65'	79°40'56"	S 50°15'05" W	89.05'
C10	144.50'	74.29'	29°27'21"	N 75°10'47" W	73.47'
C11	69.50'	72.38'	59°40'09"	N 30°37'02" W	69.15'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 2°06'33" W	239.80'
L2	N 87°53'25" E	811.12'
L3	N 0°46'58" W	63.67'
L4	N 51°14'59" E	42.80'
L5	S 69°03'45" E	139.30'
L6	S 78°02'21" E	108.51'
L7	N 83°22'13" E	138.96'
L8	N 69°22'21" E	144.30'
L9	N 89°09'20" E	22.30'
L10	S 8°52'23" E	67.05'
L11	S 10°24'37" W	6.83'
L12	N 89°54'27" W	752.22'
L13	N 60°27'07" W	46.92'

LEGEND  
POC POINT OF COMMENCEMENT  
POB POINT OF BEGINNING  
PB PLAT BOOK  
OR OFFICIAL RECORDS BOOK  
PG PAGE  
LME LAKE MAINTENANCE EASEMENT

<div>DRAWN BY: KJG</div> <div>CHECKED BY: DLS</div> <div>JOB CODE: LLCONDO</div> <div>SCALE: 1" = 60'</div> <div>DATE: 5 AUGUST 2014</div> <div>FILE: 98-CONDO-MASTER-REV</div> <div>SHEET: 2 of 2</div>	<div> <b>GradyMinor</b></div> <div>Civil Engineers • Land Surveyors • Planners • Landscape Architects</div> <div>Cert. of Auth. EB 0005151      Cert. of Auth. LB 0005151      Business LC 26000266</div> <div>Bonita Springs: 239.947.1144      <a href="http://www.GradyMinor.com">www.GradyMinor.com</a>      Fort Myers: 239.690.4380</div>	<div>Q. Grady Minor and Associates, P.A.</div> <div>3800 Via Del Rey</div> <div>Bonita Springs, Florida 34134</div>	<div>SKETCH AND DESCRIPTION</div> <div>LIVINGSTON LAKES</div> <div>MASTER CONDOMINIUM ASSOCIATION</div> <div>LAKE 4</div> <div>LYING IN</div> <div>SECTION 30, TOWNSHIP 48 SOUTH, RANGE 26 EAST</div> <div>COLLIER COUNTY, FLORIDA</div>	<div>* NOT A SURVEY *</div> <div>NOT COMPLETE WITHOUT SHEETS 1 -2 OF 2</div>
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