

**PROPOSED COMBINED AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
WIGGINS LAKES CONDOMINIUM
WIGGINS PRESERVE CONDOMINIUM ONE
WIGGINS PRESERVE CONDOMINIUM TWO**

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

RECITALS:

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

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

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

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

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

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

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

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LAW OFFICES

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TELEPHONE (239) 433-7707

1 Amendment to Declaration of Condominium for Wiggins Lakes Condominium
2 (Submitting Phase 3 to the terms of the Declaration) recorded at O.R. Book 1650, Page 90
3 *et seq.*, of the Public Records of Collier County, Florida;

4 Amendment to Declaration of Condominium for Wiggins Lakes Condominium
5 (Submitting Phase 4 to the terms of the Declaration) recorded at O.R. Book 1674, Page 278
6 *et seq.*, of the Public Records of Collier County, Florida;

7 Amendment to Declaration of Condominium for Wiggins Lakes Condominium (amending
8 Legal Description and attaching Floor Plans for Phase 16) recorded at O.R. Book 1681,
9 Page 1832 *et seq.*, of the Public Records of Collier County, Florida;

10 Amendment to Declaration of Condominium for Wiggins Lakes Condominium (attaching
11 Surveyor's Certificate of Substantial Completion for Phase 16) recorded at O.R. Book
12 1744, Page 432 *et seq.*, of the Public Records of Collier County, Florida;

13 Amendment to Declaration of Condominium for Wiggins Lakes Condominium (Submitting
14 Phase 12 to the terms of the Declaration) recorded at O.R. Book 1786, Page
15 1427 *et seq.*, of the Public Records of Collier County, Florida;

16 Amendment to Declaration of Condominium for Wiggins Lakes Condominium (attaching
17 Surveyor's Certificate of Substantial Completion for Phase 12) recorded at O.R. Book
18 1801, Page 2275 *et seq.*, of the Public Records of Collier County, Florida;

19 Corrected Amendment to Declaration of Condominium for Wiggins Preserve
20 Condominium One (attaching Surveyor's Certificate of Substantial Completion for
21 Building 747) recorded at O.R. Book 1912, Page 756 *et seq.*, of the Public Records of
22 Collier County, Florida;

23 Amendment to Declaration of Condominium for Wiggins Preserve Condominium One
24 (attaching Surveyor's Certificate of Substantial Completion for Buildings 654 and 660)
25 recorded at O.R. Book 1922, Page 1943 *et seq.*, of the Public Records of Collier County,
26 Florida;

27 Amendment to Declaration of Condominium of Wiggins Lakes Condominium and Bylaws
28 recorded at O.R. Book 1945, Page 1826 *et seq.*, of the Public Records of Collier County,
29 Florida;

30 Amendment to Declaration of Condominium for Wiggins Preserve Condominium One
31 (attaching Surveyor's Certificate of Substantial Completion for Buildings 744 and 752)
32 recorded at O.R. Book 1922, Page 1943 *et seq.*, of the Public Records of Collier County,
33 Florida;

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1 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
2 (attaching Surveyor's Certificate of Substantial Completion for Building 736) recorded at
3 O.R. Book 2010, Page 2000 *et seq.*, of the Public Records of Collier County, Florida;

4 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
5 (attaching Surveyor's Certificate of Substantial Completion for Buildings 741 and 737)
6 recorded at O.R. Book 2010, Page 2006 *et seq.*, of the Public Records of Collier County,
7 Florida;

8 Amendment to Declaration of Condominium for Wiggins Preserve Condominium One
9 (attaching Surveyor's Certificate of Substantial Completion for Building 651) recorded at
10 O.R. Book 2010, Page 2017 *et seq.*, of the Public Records of Collier County, Florida;

11 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
12 (attaching Surveyor's Certificate of Substantial Completion for Buildings 733 and 688)
13 recorded at O.R. Book 2018, Page 1800 *et seq.*, of the Public Records of Collier County,
14 Florida;

15 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
16 (attaching Surveyor's Certificate of Substantial Completion for Building 736) recorded at
17 O.R. Book 2022, Page 1284 *et seq.*, of the Public Records of Collier County, Florida;

18 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
19 (attaching Surveyor's Certificate of Substantial Completion for Building 440) recorded at
20 O.R. Book 2047, Page 1596 *et seq.*, of the Public Records of Collier County, Florida;

21 Articles of Merger and Plan of Merger of Wiggins Preserve One Association, Inc. into
22 Wiggins Preserve Two Association, Inc., which changed its name to Wiggins Preserve
23 Condominium Association, Inc., recorded at O.R. Book 2058, Page 1168 *et seq.*, of the
24 Public Records of Collier County, Florida;

25 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
26 (attaching Surveyor's Certificate of Substantial Completion for Buildings 768, 449, and
27 443) recorded at O.R. Book 2074, Page 1667 *et seq.*, of the Public Records of Collier
28 County, Florida;

29 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
30 (attaching Surveyor's Certificate of Substantial Completion for Building 661) recorded at
31 O.R. Book 2081, Page 1942 *et seq.*, of the Public Records of Collier County, Florida;

32 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
33 (attaching Surveyor's Certificate of Substantial Completion for Building 665) recorded at
34 O.R. Book 2081, Page 1956 *et seq.*, of the Public Records of Collier County, Florida;

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1 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
2 (attaching Surveyor's Certificate of Substantial Completion for Building 437) recorded at
3 O.R. Book 2088, Page 703 *et seq.*, of the Public Records of Collier County, Florida;

4 Amendment to Declaration of Condominium for Wiggins Preserve Condominium One
5 (attaching Surveyor's Certificate of Substantial Completion for Building 657) recorded at
6 O.R. Book 2112, Page 2214 *et seq.*, of the Public Records of Collier County, Florida;

7 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
8 (attaching Surveyor's Certificate of Substantial Completion for Building 431) recorded at
9 O.R. Book 2112, Page 2228 *et seq.*, of the Public Records of Collier County, Florida;

10 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
11 (attaching Surveyor's Certificate of Substantial Completion for Buildings 675 and 684)
12 recorded at O.R. Book 2135, Page 1 *et seq.*, of the Public Records of Collier County,
13 Florida;

14 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
15 (attaching Surveyor's Certificate of Substantial Completion for Buildings 691 and 434)
16 recorded at O.R. Book 2135, Page 28 *et seq.*, of the Public Records of Collier County
17 Florida;

18 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
19 (attaching Surveyor's Certificate of Substantial Completion for Building 680) recorded at
20 O.R. Book 2142, Page 324 *et seq.*, of the Public Records of Collier County, Florida;

21 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
22 (attaching Surveyor's Certificate of Substantial Completion for Building 679) recorded at
23 O.R. Book 2142, Page 337 *et seq.*, of the Public Records of Collier County, Florida;

24 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
25 (attaching Surveyor's Certificate of Substantial Completion for Building 671) recorded at
26 O.R. Book 2142, Page 350 *et seq.*, of the Public Records of Collier County, Florida;

27 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
28 (attaching Surveyor's Certificate of Substantial Completion for Building 687) recorded at
29 O.R. Book 2142, Page 364 *et seq.*, of the Public Records of Collier County, Florida;

30 Amendment to Declaration of Condominium of Wiggins Lakes Condominium and Bylaws
31 recorded at O.R. Book 2172, Page 672 *et seq.*, of the Public Records of Collier County,
32 Florida;

33 Amendment to Declaration of Condominium of Wiggins Lakes Condominium recorded at
34 O.R. Book 2185, Page 1608 *et seq.*, of the Public Records of Collier County, Florida;

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1 Amendment to Declaration of Condominium for Wiggins Preserve Condominium Two
2 (attaching Surveyor's Certificate of Substantial Completion for Buildings 668 and 683)
3 recorded at O.R. Book 2221, Page 477 *et seq.*, of the Public Records of Collier County,
4 Florida;

5 Amendment to Declaration of Condominium of Wiggins Preserve Condominium Two
6 recorded at O.R. Book 2282, Page 1845 *et seq.*, of the Public Records of Collier County,
7 Florida;

8 Amendment to Declaration of Condominium of Wiggins Preserve Condominium One
9 recorded at O.R. Book 2282, Page 1847 *et seq.*, of the Public Records of Collier County,
10 Florida;

11 Amendment to Declaration of Condominium of Wiggins Preserve Condominium One
12 recorded at O.R. Book 2297, Page 874 *et seq.*, of the Public Records of Collier County,
13 Florida;

14 Amendment to Declaration of Condominium of Wiggins Preserve Condominium Two and
15 Bylaws recorded at O.R. Book 2297, Page 876 *et seq.*, of the Public Records of Collier
16 County, Florida;

17 Articles of Merger and Plan of Merger of Wiggins Lakes Condominium Association, Inc.
18 and Wiggins Preserve Condominium Association, Inc. into Wiggins Lakes Master
19 Association, Inc., which changed its name to Wiggins Lakes & Preserve Association, Inc.,
20 Amended and Restated Articles of Incorporation, and Amended and Restated Bylaws,
21 recorded at O.R. Book 2345, Page 2806 *et seq.*, of the Public Records of Collier County,
22 Florida;

23 Amendment to Declaration of Condominium of Wiggins Preserve Condominium One and
24 the Articles of Merger recorded at O.R. Book 2345, Page 2836 *et seq.*, of the Public
25 Records of Collier County, Florida;

26 Amendment to Declaration of Condominium of Wiggins Preserve Condominium Two and
27 the Articles of Merger recorded at O.R. Book 2345, Page 2853 *et seq.*, of the Public
28 Records of Collier County, Florida;

29 Amendment to Declaration of Condominium of Wiggins Lakes Condominium and the
30 Articles of Merger recorded at O.R. Book 2345, Page 2870 *et seq.*, of the Public Records
31 of Collier County, Florida;

32 Amended and Restated Declaration of Protective Covenants for Wiggins Lakes recorded
33 at O.R. Book 4337, Page 3526 *et seq.*, of the Public Records of Collier County, Florida;
34 and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31 **1.14 “Common Expenses of the Condominium”** means those expenses for which Unit
32 Owners in the individual Condominiums are liable to the Association. Expenses pertaining to the
33 Maintenance and Repair After Casualty of the Common Elements of the individual
34 Condominiums, except as set forth in Article 1.13 as to landscaping, is a Common Expense of the
35 Condominium. By way of example, but not limitation, utility bills and governmental services
36 (including, but not limited to, water, sewer, electricity and trash collection) that are not separately
37 metered or billed to individual Units, Maintenance of utility installations serving a Condominium,
38 building painting and Maintenance, roof Maintenance, the Maintenance of internal drives, parking
39 lots and parking facilities serving a Condominium, and property insurance are Common Expenses
40 of the Condominium. Legal fees involving the interests of the physical property within a particular
41 Condominium, including, but not limited to, assessment collection matters, shall be a Common

1 Expense of the Condominium. When the Association receives a single billing for an item that is
2 declared a Common Expense of the Condominium (e.g., property insurance, etc.) the Board may
3 allocate segments of said invoices to the individual Condominiums on a reasonable basis. Common
4 Expenses of the Condominium shall be shared by Wiggins Lakes Condominium Unit Owners on
5 a 1/84, Wiggins Preserve Condominium One Unit Owners on a 1/32, and Wiggins Preserve
6 Condominium Two Unit Owners on a 1/96. Reserves required by the Act and the Condominium
7 Documents are a Common Expense of the Condominium. The designation of an expense as a
8 Common Expense of the Condominium does not limit the ability of this Declaration to designate
9 items as Limited Common Expenses or the allocation of Maintenance responsibilities to an Owner
10 with exclusive use rights in such property.

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

15 **1.16 “Communications Services”** means those services described in Section 202.11,
16 Florida Statutes (2024), and for the purpose of this Declaration, also includes Information Service
17 and Internet Access Service, as defined in this Declaration and Section 202.11, Florida Statutes.

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

24 **1.18 “Condominium Parcel”** means a Unit together with the undivided share in the
25 Common Elements which is appurtenant to said Unit and when the context permits, the term
26 includes all of the appurtenances to the Unit.

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

36 **1.20 “County”** means the County of Collier, State of Florida.

1 **1.21 “Declaration” or “Declaration of Condominium”** means this instrument, and as
2 it may be amended from time to time.

3 **1.22 “Domestic Partners”** means two (2) adults who have chosen to share their lives in
4 a committed relationship that includes a mutual and exclusive commitment to each other’s
5 wellbeing, wherein each partner shares the same permanent address, have no blood relationship
6 that would preclude marriage in the State of Florida, are of the age of legal majority, are jointly
7 responsible for each other’s common welfare, share financial interdependence and mutual
8 obligation akin to those of marriage. Domestic Partners shall be considered married individuals or
9 spouses for the purpose of the Condominium Documents.

10 **1.23 “Family” or “Single Family”** means any one (1) of the following:

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

16 **1.23.2** Not more than two (2) natural persons not meeting the requirement of
17 Article 1.23.1 above, who do and plan to indefinitely and continuously reside together as a single
18 financially and socially interdependent housekeeping unit, with the intention of living within the
19 bonds of family.

20 **1.23.3** The reference to “natural” is intended to distinguish between an individual
21 and a corporation or other artificial entity. A “Family member” is a Person who resides in a Unit
22 as part of the Owner’s Family, but is not a title holder.

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

28 **1.25 “Guest”** means any Person who is not the Unit Owner or a Tenant or a member of
29 the Owner’s or Tenant’s Family, who is physically present on or occupies the Condominium
30 Property on a temporary basis at the expressed or implied invitation of the Unit Owner or other
31 legally permitted Occupant, without the payment or existence of consideration.

32 **1.26 “Information service”** means the offering of a capability for generating, acquiring,
33 storing, transforming, processing, retrieving, using, or making available information via
34 communications services, including, but not limited to, electronic publishing, web-hosting service,
35 and end-user 900 number service. The term includes data processing and other services that allow
36 data to be generated, acquired, stored, processed, or retrieved and delivered by an electronic

1 transmission to a purchaser whose primary purpose for the underlying transaction is the processed
2 data or information. The term does not include video service.

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

6 **1.28 “Insurable Event”** as described in the Act, has the same meaning as Casualty, as
7 defined in Article 1.9 of this Declaration.

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

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

22 **1.31 “Lakes” or “the Lakes”** means Wiggins Lakes Condominium.

23 **1.32 “Lease” or “Leasing”** when used in the context of the renting of Units, means the
24 grant by a Unit Owner of a right of use of the Owner’s Unit for consideration. Leasing shall be
25 construed to include any licensing or other arrangement with a third party where Persons other
26 than the Unit Owner are permitted to occupy the Unit for the payment of consideration to any
27 party. Any Person who qualifies as a Tenant as described in Article 1.54 shall be deemed to be
28 leasing a Unit.

29 **1.33 “Lien for Charges”** means a lien, which is recorded to secure a Charge.

30 **1.34 “Limited Common Elements”** means those Common Elements or Association
31 Property, which are reserved for the use of a certain Unit or Units to the exclusion of all other
32 Units, as specified in this Declaration. References in this Declaration to Common Elements include
33 all Limited Common Elements, unless the context would prohibit, or it is expressly provided
34 otherwise. Whenever a portion of the Condominium Property naturally and exclusively services a
35 particular Unit or group of Units, and where the area in question lies outside of the boundaries of
36 the Unit, the delegation by this Declaration of Maintenance responsibility for the area by or at the

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1 expense of the benefiting Unit Owner(s) shall serve to define the area as a Limited Common
2 Element.

3 **1.35 “Limited Common Expenses”** means those expenses affiliated with the
4 Maintenance of a Limited Common Element, the costs of which are assessed only against the
5 benefiting Unit Owner(s), as authorized by the Act, if so provided in this Declaration.

6 **1.36 “Maintenance” or “Maintain”** means, unless the context of a provision in the
7 Condominium Documents requires otherwise, required cleaning, heavy cleaning, painting where
8 applicable, routine maintenance, ongoing maintenance, preventative maintenance, as well as repair
9 and replacement. The term “maintenance” does not include Repair After Casualty, unless the
10 context of a provision in the Condominium Documents requires otherwise. Whenever a Unit
11 Owner is obligated by the Condominium Documents or law to maintain, repair, or replace portions
12 of the Condominium Property, the Board has the authority to establish reasonable standards for
13 such maintenance, repair, or replacement, including mandating maintenance, repair, or
14 replacement of said items, when the Board deems same are reasonably necessary, and the Board
15 may likewise adopt specifications for replacement components, without need for Unit Owner
16 approval, notwithstanding any provision in this Declaration to the contrary.

17 **1.37 “Management”** means the licensed Community Association Manager and/or
18 Community Association Management Firm, employed or contracted by the Association to assist
19 the Board and its Officers in the day-to-day operation of the Association. There is no requirement
20 for the retention of Management.

21 **1.38 “Master Declaration”** means that Declaration of Protective Covenants for
22 Wiggins Lakes, originally recorded at O.R. Book 1551, Page 820 *et seq.*, of the Public Records of
23 Collier County, Florida, as amended from time to time.

24 **1.39 “Material Alteration or Substantial Addition”** means to palpably or perceptively
25 vary or change the use, form, shape, elements, or specifications of a Building or other portions of
26 the Common Elements from its original design or plan, or existing condition, in such a manner as
27 to appreciably affect or influence its function, use or appearance.

28 **1.40 “Member”** means the record Owner(s) of legal title to a Unit.

29 **1.41 “Occupant”** when used in connection with a Unit, means a Person who is
30 physically present in a Unit for two (2) or more consecutive days, including staying overnight for
31 one (1) night.

32 **1.42 “Occupy”** when used in connection with a Unit, means the act of staying in the
33 Unit for two (2) or more consecutive days, including an overnight stay of at least one (1) night.

34 **1.43 “Officer”** means the executive Officers and Assistant Officers (if any) appointed
35 by the Board as provided in the Bylaws.

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1 **1.44 “Owner Insurance Elements”** means those portions of the Condominium
2 Property excluded by the Act from Association insurance obligation, and shall include all Owner
3 personal property and any alterations or additions to the Condominium Property that are not
4 insured by the Association’s insurance policy. Owner Insurance Element shall not be considered
5 part of the Insurable Improvements for the purposes of this Declaration.

6 **1.45 “Person”** means any individual or representative of an entity, including Unit
7 Owners, Family members, Tenants, Guests, Occupants, Licensees, and Invitees. Whenever the
8 word “Person” is used to require, prohibit, or prescribe certain conduct, the Owner of the Unit with
9 which such Person is affiliated is responsible for ensuring such Person’s compliance with the
10 Condominium Documents.

11 **1.46 “Plats”** means all legal descriptions, site plans, surveys, and graphic depictions of
12 record describing the Condominium Property. The Plats or portions thereof are attached,
13 summarized, or shown with illustrative examples in Exhibit “A” to this Declaration. All Plats of
14 record are incorporated by reference whether or not attached or separately described. The Plats
15 may not reflect the actual configuration or use of the Condominium Property, as deviations from
16 original as-built conditions or uses may have been made over time.

17 **1.47 “Policies and Procedures”** means the policies of the Board adopted in writing
18 from time to time, including those documented in minutes of the Board or correspondence issued
19 under the authority of the Board. Policies and Procedures are part of the Rules and Regulations,
20 and hence part of the Condominium Documents.

21 **1.48 “Preserve One”** means Wiggins Preserve Condominium One.

22 **1.49 “Preserve Two”** means Wiggins Preserve Condominium Two.

23 **1.50 “Primary Occupant”** means one (1) or more natural person(s) designated for
24 occupancy of a Unit when title to the Unit is held in the name of two (2) or more Persons who are
25 not spouses, or when title is held by a trust, corporation or other entity which is not a natural
26 person, except where the context clearly indicates otherwise, the term “Owner” includes “Primary
27 Occupant.” Tenants may not be designated as Primary Occupants.

28 **1.51 “Repair After Casualty”** means the removal, reinstallation, demolition, repair, or
29 replacement of the Insurable Improvements after an Insurable Event.

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

33 **1.53 “Rules and Regulations”** means those rules and regulations promulgated by the
34 Board, concerning the transfer, use, appearance, maintenance, and occupancy of the Units,
35 Common Elements, Limited Common Elements, and Association Property, and the administration

1 and operation of the Association (including Policies and Procedures), subject to any limitations
2 contained in this Declaration.

3 **1.54 “Tenant” or “Lessee”** means a Person occupying a Unit, other than the Owner
4 where said occupancy by the non-Owner involves consideration, including, but not limited to, the
5 payment of money, the exchange of goods or services, or the provision of direct economic or
6 indirect economic benefit, including tax benefits and the furtherance of business interests,
7 including, but not limited to, use of a Unit as an employee or customer rewards or incentive, or a
8 charity auction or similar prize, or use of the Unit as part of any type of “home exchange”
9 arrangement. The term “Tenant” shall be used interchangeably with “Lessee.”

10 **1.55 “Unit”** means a part of the Condominium Property subject to exclusive ownership.

11 **1.56 “Unit Owner” or “Owner”** means the record Owner of a Condominium Parcel.
12 Wherever a portion of the Condominium Documents, including the Rules and Regulations,
13 proscribes, restricts, prohibits, governs or requires that a “Unit Owner” take or refrain from taking
14 any action, or engage or refrain from engaging in any conduct, or providing for liability to the
15 Association arising from such acts or conduct or the failure to take required action or engage in
16 required conduct, the term Unit Owner is deemed to include, unless the context specifically
17 suggests otherwise, the Unit Owner’s Family, Tenants, Residents, Occupants, Guests, Licensees
18 and Invitees, and as may be applicable, the Family members of such Person, as well as employees
19 or agents of such Persons.

20 **1.57 “Utility” or “Utility Services”** as used in the Act and as construed with reference
21 to the Condominiums, and as used in the Condominium Documents, includes but is not limited to,
22 potable water, irrigation, electric power, gas, hot and cold water, heating, refrigeration, video and
23 Communications Services (including, but not limited to, cable, satellite or other television,
24 telephone or other voice services, and wi-fi or any other internet or computer service), air
25 conditioning, garbage disposal, and sewage disposal.

26 **1.58 “Voting Interests of the Association”** means the arrangement established in the
27 Condominium Documents by which the Owners of each Unit collectively are entitled to one (1)
28 vote in the Association matters. There are 212 Units, so the total number of Voting Interests of the
29 Association is 212. Matters affecting the entire Association (all Condominiums), as determined by
30 the Board of Directors, shall be decided by the Voting Interests of the Association. By way of
31 example, but not limitation, the election of Directors, the recall of Directors, the waiver of financial
32 reporting requirements, alterations of Association Property, certain alterations of Common
33 Elements, certain amendments to the Declaration of Condominium, amendments to the Articles of
34 Incorporation, and amendments to the Bylaws, are decided by the Voting Interests of the Association
35 Association. Determining whether a voting item involves the Voting Interests of the Association
36 as opposed to the Voting Interests of the Condominium, shall be determined in the sole discretion
37 of the Board. In the event the term “Voting Interest” is used in the Condominium Documents, it
38 shall be presumed to mean Voting Interests of the Association, unless the term Voting Interests of
39 the Condominium is specified.

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1 **1.59 “Voting Interests of the Condominium”** means those voting items which are to
2 be considered for vote by the Unit Owners in individual Condominiums per this Declaration and
3 in accordance with the Class Quorum and Voting procedures specified in Article 2.11 of the
4 Bylaws. There are 84 Voting Interests of the Condominium in the Lakes, 32 Voting Interests of
5 the Condominium in Preserve One, and 96 Voting Interests of the Condominium in Preserve Two.
6 Determining whether a voting item is a matter involving the Voting Interests of the Condominium,
7 as opposed to Voting Interests of the Association shall be determined in the sole discretion of the
8 Board. In the event the term “Voting Interest” is used in the Condominium Documents, it shall be
9 presumed to mean Voting Interests of the Association, unless the term Voting Interests of the
10 Condominium is specified.

11 **1.60 “Wiggins Lakes Property”** means the Condominium Property of all three (3)
12 Condominiums, and the Association Property.

13 **2. STATEMENT OF CONDOMINIUM DECLARATION.** On August 14, 1990, McCoy
14 Development, Inc., a Delaware corporation, submitted the property described above as Wiggins
15 Lakes Condominium to condominium ownership in accordance with Florida Statutes. On February
16 2, 1994, McCoy Development, Inc., a Delaware corporation, submitted the property described above
17 as Wiggins Preserve Condominium One to condominium ownership in accordance with Florida
18 Statutes. On October 28, 1994, McCoy Development, Inc., a Delaware corporation, submitted the
19 property described above as Wiggins Preserve Condominium Two to condominium ownership in
20 accordance with Florida Statutes.

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

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

| Name of Condominium | Number of Units/Buildings | Street Address | Building Nickname/Phase |
|---|--|----------------------|-------------------------|
| Wiggins Lakes Condominium (Also known as/referred to as the “Lakes”) | 84 Units 7 Bldgs./ 12 Units Each | 781 Wiggins Lake Dr. | Building/Phase 1 |
| | | 773 Wiggins Lake Dr. | Building/Phase 2 |
| | | 765 Wiggins Lake Dr. | Building/Phase 3 |
| | | 757 Wiggins Lake Dr. | Building/Phase 4 |
| | | 760 Wiggins Lake Dr. | Building/Phase 12 |
| | | 774 Wiggins Lake Dr. | Building/Phase 15 |
| | | 790 Wiggins Lake Dr. | Building/Phase 16 |

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| | | |
|---|---|--|
| Wiggins Preserve Condominium One (Also known as/referred to as Preserve One and also the “Coach Homes”) | 32 Units 8 Bldgs./ 4 Units Each | 651 Wiggins Lake Dr. Building 651 654 Wiggins Lake Dr. Building 654 657 Wiggins Lake Dr. Building 657 660 Wiggins Lake Dr. Building 660 743 Wiggins Lake Dr. Building 743 744 Wiggins Lake Dr. Building 744 747 Wiggins Lake Dr. Building 747 752 Wiggins Lake Dr. Building 752 |
| Wiggins Preserve Condominium Two (Also known as/referred to as Preserve Two and also the “Coach Homes”) | 96 Units 24 Bldgs./ 4 Units Each | 431 Wiggins Lake Ct. Building 431 434 Wiggins Lake Ct. Building 434 437 Wiggins Lake Ct. Building 437 440 Wiggins Lake Ct. Building 440 443 Wiggins Lake Ct. Building 443 449 Wiggins Lake Ct. Building 449 661 Wiggins Lake Dr. Building 661 665 Wiggins Lake Dr. Building 665 668 Wiggins Lake Dr. Building 668 671 Wiggins Lake Dr. Building 671 675 Wiggins Lake Dr. Building 675 679 Wiggins Lake Dr. Building 679 680 Wiggins Lake Dr. Building 680 683 Wiggins Lake Dr. Building 683 684 Wiggins Lake Dr. Building 684 687 Wiggins Lake Dr. Building 687 688 Wiggins Lake Dr. Building 688 691 Wiggins Lake Dr. Building 691 729 Wiggins Lake Dr. Building 729 733 Wiggins Lake Dr. Building 733 736 Wiggins Lake Dr. Building 736 737 Wiggins Lake Dr. Building 737 741 Wiggins Lake Dr. Building 741 768 Wiggins Lake Dr. Building 768 |
| TOTAL | 212 Units | |

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

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1 **6. VOTING RIGHTS; OWNERSHIP OF COMMON ELEMENTS.**

2 **6.1 Voting Rights.** The voting rights of the Owner of each Unit is 1/212th (one Voting
3 Interest per Unit) for Association matters and 1/84th for the Lakes, 1/32nd for Preserve One, and
4 1/96th for Preserve Two for individual Condominium voting issues. Voting rights may be
5 suspended pursuant to the terms of the Condominium Documents and/or Florida law. Suspension
6 of voting rights shall not affect the basis for which Common Expenses are shared or Common
7 Elements and Common Surplus owned. However, suspended Voting Interests are subtracted from
8 the total number of votes required when calculating any required vote or quorum during the period
9 for which said Voting Interest is suspended.

10 **6.2 Sharing of Common Expense.** The sharing of Common Expenses and ownership
11 of Common Elements and Common Surplus shall be on a 1/84th basis for the Lakes, 1/32nd basis
12 for Preserve One, and 1/96th basis for Preserve Two for Common Expenses of the Condominium
13 and a 1/212th basis for Common Expenses of the Association.

14 **6.3 No Partition.** The undivided share of ownership of the Common Elements and
15 Common Surplus appurtenant to a Unit cannot be conveyed or separately hypothecated. As long
16 as the Condominiums exist, the Common Elements cannot be partitioned. The shares in the funds
17 and assets of the Association cannot be assigned by a Unit Owner, pledged or transferred except
18 as an appurtenance to the Units.

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

26 **7.1 Utilities, Traffic and Support.** Each of the following easements is a covenant
27 running with the land and notwithstanding any of the other provisions of this Declaration may not
28 be substantially amended or revoked in such a way as to unreasonably interfere with their proper
29 and intended use and purpose, and shall survive the termination of the condominium and the
30 exclusion of any lands from the Condominium Property, to-wit:

31 **7.1.1 Utilities.** Easements as may be required for Utility Service in order to
32 adequately serve the Condominium Property; provided, however, easements through a Unit shall
33 be only according to the plans and specifications for the Building or as the Building is actually
34 constructed, unless approved, in writing, by the Unit Owner.

35 **7.1.2 Pedestrian and Vehicular Traffic.** Easements for pedestrian traffic over,
36 through and across sidewalks, paths, lanes and walks, as the same may from time to time exist,

1 upon the Common Elements; and for the vehicular traffic over, through and across such portions
2 of the Common Elements as may be from time to time paved and intended for such purposes.

3 **7.1.3 Support.** Every portion of a Unit contributing to the support of the Building
4 or an adjacent Unit shall be burdened with an easement of support for the benefit of all other Units
5 and Common Elements in the Building.

6 **7.2 Easement in Common Elements.** The Common Elements shall be, and the same
7 are hereby declared to be, subject a perpetual nonexclusive easement in favor of all of the Unit
8 Owners for their use and the use of their immediate families, guests and invitees, for all proper and
9 normal purposes and for the furnishing of services and facilities for which the same are reasonably
10 intended for the enjoyment of the Unit Owners.

11 **7.3 Right of Access to Units.** The Association has the irrevocable right of access to
12 each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of
13 any Common Elements or for making emergency repairs which are necessary to prevent damage
14 to the Common Elements or to another Unit or Units.

15 **7.4 Easements for Encroachments.** In the event that any Unit shall encroach upon
16 any of the Common Elements for any reason not caused by the purposeful or negligent act of the
17 Unit Owner or agents of such Unit Owner, then an easement appurtenant to such Unit shall exist
18 for the continuance of such encroachment into the Common Elements for so long as such
19 encroachment shall naturally exist; and, in the event that any portion of the Common Elements
20 shall encroach upon any Unit, then an easement shall exist for the continuance of such
21 encroachment of the Common Elements into any Unit for so long as such encroachment shall
22 naturally exist.

23 **7.5 Air Space.** An exclusive easement for the use of the air space occupied by a Unit
24 as it exists at any particular time and as the Unit may lawfully be altered.

25 **7.6 Easements or Encroachments for Units.** Easements or encroachments by the
26 perimeter walls, ceilings and floor surrounding each Unit.

27 **7.7 Easement for Overhangs.** Easement for overhanging troughs or gutters,
28 downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over Units.

29 **7.8 Easement for Air Space in Common Elements.** An exclusive easement for the
30 use of the area and air space occupied by the air conditioning compressor and the equipment and
31 fixtures appurtenant thereto, situated in or on Common Elements but exclusively serving and
32 individually owned by the Unit Owner, as the same exist in and on the land, which exclusive
33 easement shall be terminated automatically in any air space which is permanently vacated by such
34 air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided,
35 however, that the removal of same for repair or replacement shall not be construed to be a
36 permanent vacation of the air space which it occupies.

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1 **7.9 Easement for Adjoining Property.** Mutual and reciprocal easements for ingress,
2 egress, parking, drainage, and utilities over, under and across the Condominium Property have
3 been created by the Developer for the benefit of all lands within the Wiggins Lakes Property.

4 **8. CONDOMINIUM UNITS AND APPURTEANCES.** Units are those cubicles of space
5 and all improvements constructed therein identified and described in the Plats. The horizontal and
6 vertical boundaries of the Units shall be as follows:

7 **8.1 Boundaries.** Each Unit shall have as its boundary the interior plans of the
8 undecorated, finished surfaces of the ceilings, floors and perimeter walls bounding the Unit,
9 extended to intersect with each other. The Unit Owner may use the interior of the perimeter walls
10 for nails and other fasteners to support furnishings, fixtures, and decorations.

11 **8.2 Boundaries - Further Defined.** Except as provided below, the boundaries of the
12 Unit shall not include all of those spaces and improvements lying outside of the planes of the
13 undecorated finished inner surfaces of the perimeter walls and those surfaces above the planes of
14 the undecorated finished ceilings of each Unit, and those surfaces below the planes of the
15 undecorated finished floors of each Unit, and further, shall not include those spaces and
16 improvements lying between the planes of the undecorated finished surfaces of all interior bearing
17 walls and bearing partitions, and further, shall exclude all pipes, ducts, wires, conduits and other
18 utilities running through any interior wall or partition for the furnishing of utility services to any
19 Unit or the Common Elements. Each Unit shall include the cabinets in the walls, and the electric
20 receptacles and switches exclusively serving such Unit. Any damage caused to the Unit or the
21 Common Elements or any property stored therein by using this storage area shall be at the sole
22 expense of the Unit Owner. In those Units where attic storage access is provided, a Unit Owner
23 may use the crawl space for storage at the Unit Owner's risk. Any damage caused to the Unit or
24 the Common Elements or any property stored therein by using this storage area shall be at the sole
25 expense of the Unit Owner.

26 **8.2.1 Lakes Lanais.** Each Unit shall include as an appurtenant Limited Common
27 Element, as indicated on the Plats, a lanai. The boundaries of the lanai shall be as follows: All
28 lower and perimetrical boundaries shall be the same as set forth above; however, should a
29 perimetrical boundary be a railing, then the Unit shall include the railing and the boundary shall
30 be the exterior surface of the railing. Subject to the right of the Association to control the finishes,
31 types and colors of floor coverings, maintenance of the finished floor of the lanai shall be borne
32 by the Unit owner to which the lanai is appurtenant. Each lanai is a Limited Common Element
33 appurtenant to the Unit which it abuts and is for the exclusive use of the owners of the abutting
34 Unit, provided, however, no Unit Owner shall paint or otherwise decorate or change the
35 appearance of any exterior portion of the Condominium Property.

36 **8.2.2 Preserve One and Two (Coach Homes) Lanais.** Each Unit shall have a
37 screen enclosed lanai as an appurtenant Limited Common Element for the exclusive use of the
38 Unit Owner. The lower and upper boundaries of the lanai shall be as aforescribed and the
39 perimeter boundaries shall be the finished interior surface of the walls and screen enclosure

1 surrounding the same. In order to maintain a compatible and harmonious exterior appearance for
2 the entire Condominium, a Unit Owner shall not change the exterior appearance of the lanai or
3 place any floor coverings on the lanai without the express prior written consent of the Association,
4 or as provided in the Rules.

5 **8.2.3 Windows and Doors.** A Unit shall include, as indicated on the Plats,
6 windows, doors, millwork, railings, and screens in the perimetrical boundaries of the Unit.

7 **8.2.4 Lakes Stairways.** Stairways, including landings, balconies, and walkways,
8 serving second floor Units are Limited Common Elements appurtenant to the Units which they
9 abut and serve.

10 **8.2.5 Lakes Parking Facilities.** All parking facilities for the Units are located in
11 the parking areas adjacent or proximate to the Buildings. Each Unit shall be assigned the use of
12 one (1) carport and one (1) outdoor space.

13 **8.2.6 Preserve One and Two (Coach Homes) Parking Spaces.** Each Unit shall
14 have a garage parking space (as shown on the Plats) as a Limited Common Element appurtenant
15 to the Unit. The Unit Owner will be responsible for the maintenance and repair of the overhead
16 door.

17 **8.3 Exclusive Use.** Each Unit Owner has the exclusive use of his or her Unit.

18 **8.4 Appurtenances.** The ownership of each Unit includes, and there shall pass with
19 each Unit as appurtenances thereto whether or not separately described, all of the rights, title and
20 interest including but not limited to:

21 **8.4.1 Common Elements.** An undivided share of the Common Elements, such
22 undivided share to be that proportion set forth in Article 6.

23 **8.4.2 Easements** for the benefit of the Unit. Provided, however, that the
24 Association may suspend the right to use Common Elements or Association Property and suspend
25 other rights or services as permitted by the Act.

26 **8.4.3 Association Membership** and interest in funds and assets held by the
27 Association, provided that funds of the Association are not divisible and may not be separately
28 hypothecated and further provided that the Association may suspend voting rights and other
29 incidents of membership as provided by the Act.

30 **8.4.4 Limited Common Elements.** The right to exclusive use of the Limited
31 Common Elements or Association Property designated by this Declaration.

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

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

1 Association's obligations are limited to the replacement of items that were part of the
2 Condominium Property as originally installed by the Developer, or replacements thereof of like
3 kind and quality, and except in cases of Casualty repair, or repair of damage caused by a covered
4 cause of loss under the Association's applicable insurance policy, which shall be governed by
5 Article 13 of this Declaration and the Act. When a Building component which has been damaged
6 or destroyed in connection with the Association's work must be replaced with an upgraded
7 component to comply with current laws, ordinances, or codes, the Unit Owner is responsible for
8 the additional costs, secured by a Lien for Charges, for the amount by which the upgraded
9 component exceeds the cost of a like kind replacement. Repair or replacement of all upgrades or
10 additions, even if made by a predecessor in title, shall be the responsibility of the Unit Owner,
11 specifically including, but not limited to, hurricane shutters which the Association must remove in
12 connection with the Maintenance of a Building, although the Association may have shutter
13 removal and/or reinstallation work performed by its contractor, and the Unit Owner will be
14 responsible for reimbursement to the Association as a Charge. It is the intent of this provision to
15 incorporate Section 718.113(5)(e) of the Act.

16 **9.2 Unit Owner Maintenance, Repair, and Replacement Obligation.** Each Unit
17 Owner is responsible, at his or her own expense, for all Maintenance of his or her own Unit and
18 those Limited Common Elements serving his or her Unit as set forth below, whether ordinary or
19 extraordinary, including, without limitation:

20 **9.2.1 Windows.** The Unit Owner shall Maintain the window installations
21 originally installed by the Developer or subsequent replacements thereof. The Unit Owner's
22 Maintenance responsibility includes the window frame and encasement, the plate glass, balance
23 rods, and all caulking thereof. The Unit Owner is responsible for window locking and opening
24 mechanisms, the windowsill and glass breakage due to any cause, unless otherwise covered by
25 insurance. The Owner is responsible for exterior caulking when a window is installed. Thereafter,
26 exterior caulking around the windows, in connection with the Association's general exterior
27 waterproofing program, is the responsibility of the Association.

28 **9.2.2 Drywall and Finishes.** The Unit Owner shall Maintain all drywall or other
29 walls within the Unit, the finishes thereof (including trim and molding), and the structural framing
30 related thereto, including studs and insulation, and specifically including drywall or other walls on
31 the interior side of the exterior boundary walls (including any studs or framing behind such walls
32 and any insulation), and any drywall on the ceiling of the Units, and the permanent finishes or
33 coatings on ceilings.

34 **9.2.3 Electrical.** The Unit Owner shall Maintain all electrical fixtures, apparatus
35 or installations located within the Unit, which service only the individual Unit plus all electrical
36 fixtures, apparatus or installations from and including the circuit breaker inward, which service
37 only that Unit.

1 **9.2.4 Sliding Glass Doors.** The Unit Owner shall Maintain sliding glass doors
2 and the structural components thereof including frames and fixed panels, the tracks therefore, all
3 door hardware, trim, and caulking, subject to the provisions of Article 9.11.

4 **9.2.5 Unit Front Entry Door.** The Unit Owner shall Maintain the Unit front
5 entry door, including the exterior paint on the entry doors and exterior trim around the door.

6 **9.2.6 Other Doors.** The Unit Owner shall Maintain all other doors and the
7 framing and structural components thereof, including trim, caulking, locks and hardware within or
8 servicing the Unit, subject to the provisions of Article 9.11.

9 **9.2.7 Window Screens.** The Unit Owner shall Maintain all window screens.

10 **9.2.8 Hurricane Shutters.** The Unit Owner shall Maintain hurricane shutters and
11 the structural components thereof, subject to the provisions of Article 9.11.

12 **9.2.9 Electrical, Plumbing, and Mechanical Fixtures.** The Unit Owner shall
13 Maintain the electrical, mechanical and plumbing fixtures and outlets (including connections)
14 within a Unit and serving only that Unit including sinks, toilets, tubs, showers, shower pans, and
15 all related fixtures and installations.

16 **9.2.10 Appliances.** The Unit Owner shall Maintain all appliances within the Unit.

17 **9.2.11 Heating and Air Conditioning Equipment; Ductwork.** The Unit Owner
18 shall Maintain all portions of the heating and air conditioning equipment (including pads,
19 condensers, air handlers, ductwork, electrical lines, refrigerant lines and discharge lines), dryer
20 vents to the point of termination (even if exterior to the Unit), and air conditioner or air handler
21 discharge lines to the point of termination or connection to another discharge (even if exterior to
22 the Unit).

23 **9.2.12 Floor Coverings.** The Unit Owner shall Maintain carpeting and other floor
24 covering (including lanai areas).

25 **9.2.13 Other Equipment and Fixtures.** The Unit Owner shall Maintain all other
26 equipment or fixtures located or contained entirely within a Unit which serve only that Unit, as
27 well as telephone lines and apparatus from the point where a line or apparatus serves only that
28 Unit, and cable television lines and apparatus from the point where said lines or apparatus serve
29 only that Unit, no matter where located.

30 **9.2.14 Plumbing (Incoming).** The Unit Owner shall Maintain all incoming
31 plumbing from (and including) the shutoff valve (at hot water) inward.

32 **9.2.15 Plumbing (Outgoing).** The Unit Owner shall Maintain outbound plumbing
33 until the point of exit from the Unit boundary. Provided, however, that the Unit Owner is
34 responsible for the remediation of clogged pipes or drains, where the source of blockage or

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1 obstruction originates from the Unit, even if the area where the blockage or obstruction is located
2 is outside of the Unit boundary.

3 **9.2.16 Mailboxes.** The Unit Owner shall Maintain locking and opening equipment
4 for mailboxes. The mailboxes shall otherwise be Maintained by the Association.

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

11 **9.3 Lanais.** The Unit Owner who owns or has the right to the exclusive use of a lanai
12 is responsible for the Maintenance of: lanai floor coverings (the Board may prohibit certain types
13 of floor coverings, adopt specifications for permissible flooring on lanais, and require the removal
14 of existing coverings when necessary for the structural preservation of a Building); storm shutters
15 and other enclosures; fixed and/or sliding glass doors and affiliated framing and hardware thereof;
16 screens, screen frames and railings; the wiring, electrical outlet(s) and fixture(s) on or servicing
17 the lanai; ceiling fans; and the replacement of light bulbs. The Association is responsible for
18 structural Maintenance of lanai floors, ceilings, and the Building walls enclosed by the lanais. The
19 Owner is responsible for caulking when sliding glass doors are installed. Thereafter, exterior
20 caulking of the sliding glass doors, in connection with the Association's general exterior
21 waterproofing program, and when the sliding glass door is exposed to the elements, is the
22 responsibility of the Association. Unit Owners may not puncture (by nails, hooks, screws or
23 otherwise) lanai floors, walls, or ceilings, without obtaining the prior written approval of the
24 Board. Unit Owner are responsible, with Board approval, to paint the lanai walls and ceilings subject
25 to the conditions of uniformity of appearance (including, but not limited to, color and texture) as
26 determined by the Board, at his or her own expense. Hot tubs, spas, saunas, tanning beds, and similar
27 apparatus, whether or not affixed to the realty, are prohibited on lanais or within Units.

28 **9.4 Unit Floor Coverings.** All Units above the first floor shall always have the floors
29 covered with wall-to-wall carpeting, except in kitchens, bathrooms, lanais, foyers, and utility or
30 laundry rooms. However, hard floor surfaces (tile, marble, wood, etc.) may be installed in areas
31 other than kitchens, bathrooms, lanais, foyers, and utility or laundry rooms, upon prior written
32 approval of the Board, which shall condition its approval on the Unit Owner's proof of the
33 installation of appropriate sound-deadening material. Specifications for sound proofing of hard
34 flooring (wherever located) must be approved in writing by the Board or its representative prior to
35 installation, and then the installed sound proofing must be inspected and approved prior to
36 installation of the hard flooring. The Board has the authority to adopt specifications for minimum
37 sound proofing material that will be approved. Installed floor coverings shall, in all cases, and/or
38 in the absence of any specifications adopted by the Board, meet the standards of the Florida
39 Building Code and then-prevailing industry standards applicable to similar condominium
40 buildings in Collier County, Florida.

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9.5 Unit Owner Obligations in Connection with Maintenance, Repair, and

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

- Preservation of uniformity of appearance;
- Use of contractor(s) that are properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to Persons or property not paid by the contractor's insurance. Unit Owners are responsible for the actions of their contractors and warrant to the Association, whether or not specifically made a condition of Association approval (or in cases where no Association approval is required) that all Persons coming onto the Wiggins Lakes Property to perform work on or services for the Unit hold all proper licenses, have obtained all proper permits, and carry such insurance as may be required by law or the Board;
- Right (but not duty) of oversight by the Association or its agent;
- The Unit Owner submitting plans as to the scope of the contemplated work;
- Restrictions as to hours and days of work;
- Imposition of time limits in which jobs must be completed and prohibitions against major renovations during certain times of year.
- Restrictions regarding equipment that may be parked or stored on or near the Wiggins Lakes Property during construction.
- Restrictions regarding the transport and storage of materials and supplies necessary for the construction to be performed.

The Association may, but shall not be obligated to, act as the Owner's agent in obtaining the services of contractors or others to perform Unit Owner Maintenance responsibilities in the event of an emergency, or in non-emergency situations, provided that in non-emergency situations, the Association and the Owner so agree, or absent such agreement when such work is deemed necessary, as determined by the Board, to facilitate projects involving the Association's Maintenance of the Condominium Property. In all such cases, the Unit Owner is deemed to consent to reimbursement of expenses incurred, secured by such rights as exist for collecting Common Expenses under these Condominium Documents through a Lien for Charges. Unit Owners shall at all times be responsible to ensure, whether or not Association approval is required for work being done within the Unit or elsewhere upon the Condominium Property, that all contractors and other

1 Persons performing services for the Unit Owner are properly licensed and insured, including
2 required Worker's Compensation insurance, and that the Condominium Property is kept free from
3 liens and cause no damage to the Condominium Property. The Board has the power (but not the
4 duty) to require proof of: licensure; building permits; and insurance, and may set standards for
5 insurance as to required coverage, deductibles, or other terms and conditions, and may require the
6 Association to be named as an additional insured under such policies. The Unit Owner shall hold
7 the Association harmless from any claim of any nature arising out of failure to comply with these
8 requirements.

9 **9.6 Modifications, Alterations, or Structural Work by Unit Owners.** No Owner
10 may make or permit the making of any modifications or alterations to any portion of his or her
11 Unit visible from the exterior of his or her Unit, or in any manner change the appearance of any
12 portion of the Common Elements, undertake any structural work, or undertake any structural
13 modification or alteration, without first obtaining the written consent of the Board, which consent
14 shall be denied if the Board determines that the proposed modifications or alterations would
15 adversely affect, or in any manner be detrimental to, the Condominiums in part or whole.
16 "Structural" work, modifications or alterations include, but are not limited to: relocation of existing
17 electrical, plumbing, ductwork, air conditioning or heating installations; relocation of existing
18 fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges;
19 the removal or modification of any partition, door, window or screen; raising ceilings; or relocating
20 kitchen or bathroom cabinetry. For purposes of this provision, the term "structural" work shall also
21 include the addition, removal, or relocation of any ductwork, plumbing line or fixture, any
22 electrical line or fixture, or the removal, modification or creation of any interior partition.
23 Replacement of cabinetry, appliances and fixtures, with substantially equivalent installations in
24 the same location, shall not be deemed "structural" and shall not require approval of the
25 Association, unless a building or other permit is required. Further, "structural" work, modifications
26 or alterations includes any and all work that requires a building permit, an electrical permit, a
27 plumbing permit, a mechanical permit, or similar permit from the appropriate governmental
28 agency, or for which a licensed contractor must be used, whether or not mentioned above.

29 The Board may, in circumstances it deems appropriate, and without limiting the right to ask for
30 plans or specifications and other relevant information, require sealed plans from an Architect or
31 Professional Engineer licensed to practice in Florida as a condition of reviewing any requested
32 modification, alteration or addition to the Condominium Property, which requires Board approval,
33 as set forth above. The Board may require, as a condition of review, the Unit Owner's obligation
34 to pay the Association's expenses of review, including, but not limited to, legal, engineering or
35 other consultant fees. The Board, in reaching its decision, may take into account uniformity of
36 appearance, compatibility with architecture in Wiggins Lakes Property, the quality of the proposed
37 alteration, objections of neighboring Residents, and such other criteria as the Board may
38 reasonably adopt in reaching its decision, without limitation. The Board may take into account
39 whether other Unit Owners would be able to make such alterations or modifications, and the effect
40 of the fact that similar requests may need to be approved by the Association. If the Board
41 determines to permit any modification or alteration which is visible from the exterior of the Unit,

1 from any vantage, said modification or alteration must also be approved by the Unit Owners in the
2 manner provided in Article 9.8 of this Declaration, regardless of the cost or expense of such
3 modification or alteration, provided that the Board may waive the requirement for Unit Owner
4 approval if similar modifications or alterations have been approved by the Association previously,
5 are *de minimus* or for safety (as determined in the sole discretion of the Board), or are specifically
6 authorized by the Condominium Documents. If any Unit Owner requests approval of any structural
7 work, modification or alteration, the Association may permit such work, modification or alteration
8 if same would not materially affect or interfere with the Utility Services constituting Common
9 Elements, if any, located therein, the structural integrity of a Building, or create a nuisance or
10 disturbance to neighboring Units. The Board may impose requirements on contractors and
11 condition approval on conditions set forth in Article 9.5 regarding Unit Owner Maintenance.

12 **9.7 Additional Unit Owner Responsibility for Modifications or Alterations.** If a
13 Unit Owner (or his or her predecessors in title) makes, or has made any modifications or alterations
14 to the interior or exterior of the Unit, Common Elements, or Limited Common Elements, the Unit
15 Owner (and his or her heirs, successors in title and assigns) shall be financially responsible for the
16 Maintenance, care, preservation, or reconstruction of the modification or alteration and shall
17 execute such documents as the Association may promulgate, if any, accepting said financial
18 responsibility. Insurance of modifications or alterations shall be the responsibility of the Unit
19 Owner, except as may otherwise be provided by this Declaration or the Act. Any modification or
20 alteration to the Condominium Property made by a Unit Owner, specifically including, but not
21 limited to, hurricane shutters, may be required to be removed in connection with the Association's
22 Maintenance of the Condominium Property. In such cases, the Unit Owner who installed the
23 modification or alteration (and/or their successors in title) shall be obligated to reimburse the
24 Association for any costs affiliated with removal and/or reinstallation of the item, with said
25 obligation being secured by a right of Lien for Charges of equal dignity to the Common Expense
26 lien created by this Declaration, or alternatively, said Owner may be required to remove and
27 reinstall said modification or alteration, if so determined by the Board. Further, the Association,
28 its contractors and agents, shall not be liable for any damage to the item arising out of its removal
29 and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the
30 Association or its contractor or agent, although the Association may provide for stricter liability
31 standards in contracts with contractors.

32 **9.8 Material Alterations or Substantial Additions by Association.** Except as may be
33 provided elsewhere in this Declaration to the contrary, there shall be no Material Alteration or
34 Substantial Addition to the Common Elements or Association Property, which is real property by
35 the Association, except as authorized by the Board. Provided, however, that if any such Material
36 Alteration or Substantial Addition to real property which is Association Property requires or
37 obligates the expenditure of Association funds of more than two percent (2%) of the Association's
38 total budget for the fiscal year in which the work is authorized, including reserves, the Board shall
39 obtain approval of at least two-thirds (2/3rds) of the Voting Interests of the Association present (in
40 person or by proxy) and voting at a duly noticed meeting at which a quorum has been attained, or
41 by written agreement of at least two-thirds (2/3rds) of the Voting Interests of the Association.

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1 Material Alterations or Substantial Additions to the Common Elements of individual
2 Condominiums shall be authorized as follows: the Board of Directors may authorize any Material
3 Alteration or Substantial Addition which does not exceed two percent (2%) of the total budget for
4 the Condominium for which the Material Alteration or Substantial Addition is proposed. Any
5 Material Alteration or Substantial Addition to Common Elements of a Condominium exceeding
6 that amount shall be approved by at least two-thirds (2/3rds) of the Voting Interests of the
7 Condominium present (in person or by proxy) and voting at a meeting of the Association at which
8 a Class Quorum has been obtained. Notwithstanding the foregoing, if any Material Alteration or
9 Substantial Addition to Common Elements of an individual Condominium (excepting those which
10 are less than two percent (2%) of the Budget and which may be authorized by the Board) are visible
11 from the exterior from the premises of any other Condominium, such Material Alterations or
12 Substantial Additions shall be approved by two-thirds (2/3rds) of the Voting Interests of the
13 Association present (in person or by proxy) and voting at a meeting of the Association at which a
14 quorum has been attained, or by written agreement of two-thirds (2/3rds) of the entire Voting
15 Interests of the Association, even in classes where the expenses of such Material Alteration or
16 Substantial Addition is allocated as a Common Expense of the Condominium. Necessary
17 maintenance of the Common Elements or Association Property, regardless of the level of
18 expenditure, is the responsibility of the Board. Cellular antennae and similar apparatus and
19 apparatus to provide Communications Services as provided in Article 1.16, may be placed on the
20 Condominium Property as authorized by the Board, subject to approval of any other entity that
21 may be required.

22 **9.9 Damage Caused by Conditions of the Condominium Property.** Each Unit
23 Owner is liable to the Association and/or other Unit Owners for the expenses of any Maintenance
24 of the Condominium Property, made necessary by his or her act, omission, negligence, violation
25 of the Condominium Documents or applicable law, or same by any member of his or her Family
26 or his, her, or their Occupants, Residents, Guests, Tenants or Invitees. If any condition, defect or
27 malfunction existing within a Unit or Common Elements which the Unit Owner is obligated to
28 insure or Maintain is caused by the Owner's (or his or her Family member's, Occupant's,
29 Resident's, Guest's, Tenant's or Invitee's) act, omission, negligence, or failure to comply with the
30 Condominium Documents or applicable law, causes damage to the Common Elements,
31 Association Property, or to other Units, the Owner of the offending Unit shall be liable to the
32 Person or entity responsible for repairing the damaged areas for all costs of repair or replacement
33 not paid by insurance (including the deductible) and without waiver of any insurer's subrogation
34 rights, and without impairing any coverage obligation which may exist as a matter of law or
35 contract, provided that such responsibility shall be conditioned on the Unit(s) which is/are seeking
36 to impose such liability being adequately insured based on local standards and conditions. Further,
37 any claim of a Unit Owner against the Association or another Unit Owner relative to damage to
38 the Condominium Property, to the extent the Association or other Unit Owner might otherwise be
39 liable pursuant to the Condominium Documents or applicable law, shall be predicated upon the
40 Unit Owner making the claim being adequately insured based on local standards and conditions,
41 whether or not individual Unit Owner insurance is mandated by the Act. Should any Unit Owner fail
42 to maintain such insurance, any claim will be reduced to the extent such Unit Owner's insurance,

1 if obtained pursuant to the above-described standards, would have provided coverage or
2 compensation for the loss and without waiving any other remedy of the Association regarding Unit
3 Owner insurance requirements. The requirement that the individual Unit Owner obtain insurance
4 as a limitation on making third party claims shall not be construed to confer any additional liability
5 or responsibility on the Association or other Unit Owners (without limitation, the Association shall
6 not be obligated to obtain proof of Unit Owner insurance), but is intended to require Unit Owners
7 and the Association to respectively insure risks that are customarily experienced in condominiums
8 located in Florida's coastal communities, condominiums in general, including, but not limited to,
9 damages occasioned by windstorms, hurricanes, tornadoes, floods, rainstorms, bursting pipes,
10 water seepage and leakage, and mold and mildew, regardless of whether such insurance is legally
11 required.

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

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

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

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

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

37 **9.10 Combination of Units.** Units may not be combined into a single living space, nor
38 may the area of one (1) Unit be used as living or use space of another Unit.

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1 **9.11 Hurricane Protection.** “Hurricane protection” means hurricane shutters, impact
2 glass, code-compliant windows or doors, and other code compliant hurricane protection products
3 used to preserve and protect the Condominium Property or Association Property. The Board shall
4 adopt hurricane protection specifications for the Condominiums, which includes color, style, and
5 other factors deemed relevant by the Board. All specifications adopted by the Board shall comply
6 with the applicable building code. The Board may not refuse to approve the installation or
7 replacement of hurricane protection by a Unit Owner which conforms to the specifications adopted
8 by the Board. However, the Board may require the Unit Owner to adhere to an existing unified
9 building scheme regarding the external appearance of the Condominium.

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

20 Unit Owners are responsible for the installation (should they choose to do so or if mandated as
21 provided by the Act), operation, and Maintenance of hurricane protection on windows, doors
22 (including sliding glass doors), and all exterior openings or apertures servicing the Unit. The
23 Association’s authority to install hurricane protection shall be subject to the provisions of the Act.
24 The installation, maintenance, repair, replacement, and operation of hurricane protection in
25 accordance with this Declaration and the Act is not considered a Material Alteration or Substantial
26 Addition to the Common Elements or Association Property. Costs of installation by the
27 Association, if approved in accordance with the Act, shall be assessed or charged, and credits
28 given, as provided in the Act.

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

39 **10.1 Liability for Assessments and Charges.** A Unit Owner is liable for all
40 Assessments and Charges coming due while he or she is the Unit Owner. Except as provided in

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1 Article 10.5, any Person or entity which acquires title to a Unit is jointly and severally liable with
2 their predecessor in title for all unpaid Assessments and Charges against the predecessor for his or
3 her share of the Charges and Assessments, including interest, late fees, attorneys' fees and other
4 costs and expenses of collection incurred by the Association up to the time of the transfer, without
5 prejudice to any right the transferee may have to recover from the transferor the amounts paid by
6 the transferee. The liability for Assessments or Charges may not be avoided by waiver of the use
7 or enjoyment of any Common Elements or by the abandonment of the Unit for which the
8 Assessments or Charges are made.

9 **10.2 Default in Payment of Assessments for Common Expenses or Charges.**

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

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

29 **10.3 Notice of Intention to Foreclose Lien.** So long as required by law, no foreclosure

30 judgment may be entered until at least forty-five (45) days after the Association gives written
31 notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments or
32 Charges. If this notice is not given at least forty-five (45) days before the foreclosure action is
33 filed, and if the unpaid Assessments or Charges, including those which have been accelerated (if
34 applicable) and those coming due after the claim of lien is recorded, are paid before the entry of a
35 final judgment or foreclosure, the Association shall not recover attorneys' fees or costs. The notice
36 must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt
37 requested, addressed to the Unit Owner at his or her last known address; and, upon such mailing,
38 the notice shall be deemed to have been given. If after diligent search and inquiry the Association
39 cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice,
40 the court may proceed with the foreclosure action and may award attorneys' fees and costs as

1 permitted by law. The notice requirements of this provision are satisfied if the Unit Owner records
2 a Notice of Contest of Lien as provided in the Act. The notice requirements do not apply if an
3 action to foreclose a mortgage on the Unit is pending before any court; if the rights of the
4 Association would be affected by such foreclosure; and if actual, constructive, or substitute service
5 of process has been made on the Unit Owner.

6 **10.4 Attachment of Rental Income when Unit is Delinquent.** Notwithstanding any
7 other remedy available to the Association under this Declaration, the Bylaws, or applicable law,
8 the Association has the following options when payment of Assessments or Charges are in default
9 (more than ten days in arrears). The Association may, without order of the Court, direct rental
10 income (by written notice to the Tenant with copy to the Unit Owner) from Units in default to be
11 paid directly to the Association until all outstanding Assessments, Charges, other monetary
12 obligations, interest, late fees, costs, collection expenses, attorneys' fees and receiver's fees, if
13 applicable, are paid in full. As an alternative, the Association may apply to a Court of competent
14 jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental
15 proceeds paid on account of a Unit in default paid directly to the Association, the court registry,
16 or a receiver, as the Court may direct. The Association may choose any of these courses of action,
17 or other remedies as may be prescribed by law or elsewhere in the Condominium Documents, as
18 the Board deems appropriate, without same constituting a waiver or election of remedies.

19 **10.5 First Mortgagee.** The priority of the Association's lien and the obligation for
20 payment of past due Assessments or other sums due in relation to first mortgagees who obtain title
21 as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Act.

22 **10.6 Certificate of Unpaid Assessments or Charges.** Any Unit Owner has the right to
23 require from the Association a certificate showing the amount of unpaid Assessments or Charges
24 against him or her with respect to his or her Unit. The Association, its agents, and counsel are
25 permitted to charge a fee for preparing such information, in amounts established by the Board, or
26 in a management agreement between the Association and a Community Association Management
27 Firm, or based on reasonable and customary fees charged by legal counsel.

28 **10.7 Lien for Charges.** Except as prohibited by law, there is created by this Declaration
29 a common law and contractual lien to secure payment for any service which the Association
30 provides for an individual Unit Owner or expenses which the Association incurs in regard to a
31 Unit Owner and which are not otherwise secured by the statutory lien for Common Expenses. By
32 way of example, but not limitation, a Lien for Charges exists to secure repayment to the
33 Association when it must remove or reinstall Unit Owner alterations or items of Unit Owner
34 insurance, or Maintenance responsibility in connection with the Association's discharge of its
35 Common Element Maintenance responsibilities, or address emergency situations, such as water
36 extraction from a Unit. The Lien for Charges shall be of equal priority to, shall accrue interest and
37 late fees, and shall be foreclosed in the same manner as the Common Expense lien, including the
38 right to recover attorneys' fees, costs and expenses of collection.

1 **10.8 Liens and Encumbrances against Units.** The Association has the right to satisfy
2 any delinquent lien or other security interest against a Unit, including without limitation unpaid ad
3 valorem taxes. The Association has no obligation to satisfy such liens nor ascertain their existence.
4 Prior to paying off a lien against a Unit, the Association shall give the Unit Owner reasonable
5 notice and opportunity to remove the lien. Any such payments made by the Association will be
6 secured by a Lien for Charges.

7 **10.9 Other Remedies.** The Board has the authority to impose such other remedies or
8 sanctions permitted by the Act pertaining to non-payment of monetary obligations to the
9 Association. Without limitation, same include suspension of use rights in Common Elements and
10 Association Property; suspension of voting rights; suspension of the right to serve on the Board;
11 the attachment of rental income; denial of lease approval requests; and acceleration.

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

21 **11.1 Unit and Limited Common Element Access.** The irrevocable right of access to
22 each Unit and its appurtenant Limited Common Elements during reasonable hours as may be
23 necessary for the Maintenance of any Common Elements or of any portion of a Unit to be
24 maintained by the Association pursuant to this Declaration, or as necessary to prevent damage to
25 the Common Elements and/or Association Property or to any Unit or Units, or to determine
26 compliance with the terms and provisions of this Declaration, the exhibits annexed hereto, and the
27 Rules and Regulations adopted pursuant to such documents, as the same may be amended from
28 time to time. A pass key or code must be provided by the Unit Owner to the Association for each
29 Unit entry door and any private access areas, and as may be applicable air conditioning or utility
30 room or closet, storage unit, and any secured parking area. The Association may utilize a master
31 key/entry system. In the event that Unit Owner fails to provide a key or other applicable means of
32 access, the Association shall be entitled (but is not obligated) to use all reasonable and necessary
33 efforts to access the Unit or Limited Common Element, including, but not limited to, the hiring of
34 a locksmith or the engagement of local fire and rescue authority; in which case, the Association
35 shall also have the right to charge to the Unit Owner all costs and expenses associated with the
36 Association's attempt to gain access to the Unit, secured by a Lien for Charges. Nothing contained
37 in this section shall in any way obligate the Association to act or impose any additional liability or
38 responsibility on the Association with regard to the access of the Unit or Limited Common
39 Elements. When a Unit Owner must Maintain portions of the Wiggins Lakes Property, and that
40 activity requires access to another Unit, the Unit Owner has reasonable right of access which shall

1 be administered through the Association. The Unit Owner upon whose behalf access has been
2 obtained is obligated for the expense of repairing any damage to the Wiggins Lakes Property, or
3 other property of the Unit Owner or in the Unit accessed.

4 **11.2 Assessments and Charges.** The power to make and collect regular Assessments,
5 Special Assessments, and other Charges against Unit Owners.

6 **11.3 Delegation.** The power to enter into contracts with others, for valuable
7 consideration, for maintenance and management of the Wiggins Lakes Property and in connection
8 therewith, or its Officers, Committees, Management, or other agents, to delegate the powers and
9 rights herein contained, including, without limitation, the making and collecting of Assessments
10 and other Charges against Unit Owners, and perfecting liens for non-payment thereof.

11 **11.4 Regulations.** The power to adopt and amend Rules and Regulations regarding the
12 operation of the Association and use, appearance, maintenance, transfer, and administration of the
13 Wiggins Lakes Property.

14 **11.5 Acquisition or Transfer of Real or Personal Property; Leasing Common
15 Elements and Association Property.** The power to acquire real property and transfer real
16 property owned by the Association or otherwise convey and mortgage real property with the same
17 approval of Unit Owners as needed to amend the Declaration. No Unit Owner approval is required
18 to acquire, purchase, or mortgage a Unit in connection with foreclosure of a lien or deed in lieu of
19 foreclosure, nor to dispose of such Unit. No Unit Owner approval is required for the acquisition
20 or disposition of real property necessary, as determined by the Board, to address legal description
21 or survey errors, or boundary or ownership disputes or uncertainties. Leasing of Units, Common
22 Elements or Association Property may be approved by the Board, as well as the lease fees, use
23 fees, and other fees permitted by the Act or the Condominium Documents. The Board has the
24 authority to acquire personal property and to dispose of same, without need for membership
25 approval.

26 **11.6 Membership Agreements.** The power to enter into agreements to acquire
27 leaseholds, memberships, and other possessory or use interests in lands or facilities such as country
28 clubs, golf courses, marinas, and other recreational facilities with the same approval of Unit
29 Owners as needed to amend the Declaration.

30 **11.7 Fees for Use of Common Elements; Other Fees and Deposits.** The power to set
31 fees, pursuant to the Act. The Board has the authority to set use fees for use of Common Elements
32 or Association Property, as well as the regulations and policies pertaining to such use. The Board
33 may, on a reasonable basis, permit use of the Common Elements or Association Property for
34 private functions. The Board may also establish other fees and deposits determined necessary by
35 the Board. Without limitation, same includes clubhouse/meeting room deposits, use fees and/or
36 clean-up fees; fees for the issuance of parking passes or decals; fees for architectural/engineer
37 review of renovation/alteration plans; contractor damage deposits; pet deposits; key/access card
38 deposits; and internet service, facsimile service and other services using Association equipment.

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1 Nothing in this Declaration shall be construed as obligating the Association to provide any of the
2 aforementioned services.

3 **11.8 Lease of Association Property or Common Elements.** The power to lease
4 Association Property or Common Elements, as authorized by the Board, including, but not limited
5 to, the lease of Building roof areas and other Common Elements for antennas or other
6 telecommunications and similar equipment.

7 **11.9 Limitation upon Liability of Association.** Notwithstanding the duty to maintain,
8 repair, replace, insure or reconstruct parts of the Condominium Property or Association Property,
9 the Association is not liable to Unit Owners or any other Person for injury or damages of any
10 nature, other than for the cost of maintenance and repair of items for which the Association is
11 otherwise responsible, caused by the acts or omissions of any third party, caused by progressive,
12 latent or unknown condition of the Condominium Property or Association Property, nor for any
13 claims for damages or expenses affiliated with the maintenance and repair of the Condominium
14 Property or Association Property, except incidental damage to Owner property as provided in
15 Article 9.1.4. The Association has no liability in any case for loss of use or inability to inhabit the
16 Condominium Property during work performed by, or at the direction of the Association, when
17 the Board reasonably believes the property cannot be safely occupied or occupied in a manner that
18 would unreasonably impede the work during said period(s) of time, or where the Owner or any
19 Resident, Tenant or other Occupant chooses not to inhabit or Occupy the Unit. Without limiting
20 the intended generality of the foregoing, the Association has no liability for loss of use, loss of
21 rental income, alternative housing or subsistence expenses, or loss of value.

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

31 **11.9.1 IT IS THE EXPRESS INTENT OF THE CONDOMINIUM
32 DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE
33 ENFORCEABLE BY THE ASSOCIATION, AND WHICH GOVERN OR REGULATE
34 THE USE OF THE CONDOMINIUM PROPERTY, HAVE BEEN WRITTEN, AND ARE
35 TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF
36 ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM
37 PROPERTY AND/OR THE ASSOCIATION PROPERTY AND THE VALUE THEREOF;
38 AND**

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

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

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

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

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

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

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

16 **11.11 Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has
17 accumulated in a Building and Units in sufficient quantities, may present health risks to Persons
18 who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been
19 found in buildings in Florida. Additional information regarding radon and radon testing may be
20 obtained from your county public health department. The foregoing notice is provided for
21 informational purposes only. The Association does not conduct radon testing with respect to the
22 Condominiums and specifically disclaims any and all representations or warranties as to the
23 absence of radon gas or radon producing conditions in connection with the Condominiums. The
24 Association is not responsible for mitigating the existence of radon inside of Units and may
25 establish such conditions as the Board deems appropriate if the Association approves an Owner
26 request to install mitigation equipment.

27 **EACH UNIT OWNER (BY VIRTUE OF HIS OR HER ACCEPTANCE OF TITLE TO HIS**
28 **OR HER UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN**
29 **UPON/OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM**
30 **PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR MAKING SUCH**
31 **USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE**
32 **AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS,**
33 **DAMAGES, CAUSES OF ACTION, LIABILITIES, LOSSES AND EXPENSES,**
34 **WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR**
35 **UNFORESEEN, THAT PURCHASER HAS, OR MAY HAVE IN THE FUTURE, IN LAW**
36 **OR IN EQUITY ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED**
37 **WITH INDOOR AIR QUALITY, RADON GAS, OR THE RELEASE, DISCHARGE,**
38 **DISPERSAL OR PRESENCE OF RADON GAS. THE PROVISIONS OF THIS ARTICLE**
39 **SHALL ALSO INURE TO THE BENEFIT OF THE ASSOCIATION, ITS OFFICERS,**
40 **DIRECTORS, MEMBERS, AND AGENTS WHICH SHALL BE FULLY PROTECTED**
41 **HEREBY.**

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1 **11.12 Atmospheric Conditions, Pollution, Contaminants, Communicable Diseases, 2 Viruses, and Public Health.** Notwithstanding the duty to maintain, repair, replace, insure, or 3 reconstruct parts of the Condominium Property or Association Property, the Association is not 4 liable to Unit Owners or any other Person for injury or damages of any nature caused by 5 atmospheric or natural conditions, including but not limited to red tide, pollution, algae, natural 6 debris, viruses, airborne or other communicable diseases, or acts of God, which shall collectively 7 be referred to herein as "public health" for simplicity. Without limiting the intended generality of 8 the forgoing, the Association has no liability for loss of use, loss of rental income, alternative 9 housing or subsistence expenses, loss of value, personal or property injury, or death arising from 10 public health matters.

11 **NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION OR IN 12 THE CONDOMINIUM DOCUMENTS OR ANY OTHER DOCUMENT GOVERNING OR 13 BINDING THE ASSOCIATION, THE ASSOCIATION SHALL NOT BE LIABLE OR 14 RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, 15 THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF 16 ANY PORTION OF THE WIGGINS LAKES PROPERTY, INCLUDING, WITHOUT 17 LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, TENANTS, INVITEES 18 OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE 19 GENERALITY OF THE FOREGOING:**

20 **11.12.1 IT IS THE EXPRESS INTENT OF THE CONDOMINIUM 21 DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE 22 ENFORCEABLE BY THE ASSOCIATION, AND WHICH GOVERN OR REGULATE 23 THE USE OF THE CONDOMINIUM PROPERTY, HAVE BEEN WRITTEN, AND ARE 24 TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF 25 ENHANCING AND MAINTAINING THE ENJOYMENT OF THE WIGGINS LAKES 26 PROPERTY AND THE VALUE THEREOF; AND**

27 **11.12.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT 28 BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES THE LAWS, 29 POLICIES OR RECOMMENDATIONS OF THE UNITED STATES, STATE OF 30 FLORIDA, COLLIER COUNTY, AND/OR ANY OTHER JURISDICTION REGARDING 31 MATTERS OF PUBLIC HEALTH OR FOR THE PREVENTION OF INJURIES OR 32 DAMAGES TO PERSONS OR PROPERTY ARISING THEREFROM; AND**

33 **11.12.3 ANY PROVISIONS OF THE CONDOMINIUM DOCUMENTS 34 SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, 35 SAFETY AND OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS 36 LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A 37 DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY 38 OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN 39 TO BE USED FOR ANY SUCH REASON.**

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1 **EACH UNIT OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR
2 LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE WIGGINS LAKES
3 PROPERTY SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO
4 HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS
5 AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR
6 CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE
7 ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.**

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

14 **NOTHING HEREIN SHALL PREVENT OR LIMIT THE ASSOCIATION FROM
15 EXERCISING THE POWERS SET FORTH IN THE CONDOMINIUM DOCUMENTS OR
16 APPLICABLE LAW, INCLUDING THE EXERCISE OF EMERGENCY POWERS AS
17 WELL AS THE GENERAL ADMINISTRATION OF THE WIGGINS LAKES
18 PROPERTY AND THE AFFAIRS OF THE ASSOCIATION. HOWEVER, THE
19 EXERCISE OF SUCH POWERS SHALL NOT BE DEEMED TO WAIVE, ABANDON OR
20 LESSEN THE PROVISIONS OF THIS ARTICLE, WHICH HAVE BEEN APPROVED BY
21 THE OWNERS FOR THE COLLECTIVE PROTECTION OF THE ASSOCIATION.**

22 **11.13 Restraint upon Assignment of Shares in Assets.** The share of a Unit Owner in
23 the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any
24 manner except as an appurtenance to his or her Unit.

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

27 **12.1 Authority to Purchase Insurance.** All insurance policies shall be purchased by
28 the Association for the benefit of the Association and the Unit Owners and their mortgagees as
29 their respective interests may appear.

30 **12.2 Coverage.** All provisions pertaining to insurance coverage shall be construed in
31 accordance with the Act, and insurance policies purchased by the Association is intended to
32 comply with all coverage requirements of the Act.

33 **12.2.1 Property Insurance.** Except as otherwise provided in this Declaration, the
34 Association shall use its best efforts to obtain and maintain fire, wind, and other property coverage
35 deemed advisable by the Board with an insurance company authorized to do business in Florida,
36 upon the Insurable Improvements of each Condominium for the replacement value thereof,
37 including coverage for changes in building codes, unless the Board determines that such coverage

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1 for changes in building codes is not reasonably available or commercially practicable. Insurance
2 policies may include a commercially reasonable deductible as determined by the Board. The Board
3 may exclude landscaping and exterior improvements not customarily insured by condominium
4 associations in the locality, and other customary exclusions such as foundation and excavation
5 costs, in its discretion. The Association shall determine the replacement value of the Insurable
6 Improvements through independent appraisal, at least every thirty-six (36) months, so long as
7 required by the Act. The Board shall establish deductibles, at a duly noticed meeting of the Board,
8 and shall give notice of such meeting, and determine the deductibles, as required by the Act, so
9 long as required by the Act. Notwithstanding the foregoing requirement, the Association, through
10 its Board, will have fulfilled its duty to use best efforts to obtain insurance coverage if it obtains
11 and maintains such insurance coverage as may be reasonably available from time to time given
12 market and economic conditions. Unless otherwise required by law, and subject to Article 1.29,
13 the Unit Owners are responsible to insure all alterations, modifications or additions made to the
14 Unit, Limited Common Elements, or Common Elements by said Unit Owner, or his or her
15 predecessor in interest or title, except insurance of elements previously insured by the Association
16 which have been replaced with code compliant elements, which shall be considered Insurable
17 Improvements, except as may otherwise be provided by law.

18 **12.2.2 Flood.** The Association shall use its best efforts to obtain and maintain
19 adequate flood insurance, for replacement value, less a commercially reasonable deductible as
20 determined by the Board, and less foundation and excavation costs if determined by the Board.
21 The Association will have discharged its responsibility to use its “best efforts” to obtain “adequate”
22 flood insurance if it is able to purchase flood insurance up to the limits available through the
23 National Flood Insurance Program (NFIP), or through any similar federally-sponsored or related
24 program, or through private carriers with similar coverage, for premium rates that are generally
25 commensurate with flood insurance premium rates for condominiums in the local area.

26 **12.2.3 Liability Insurance.** The Association shall obtain and maintain public
27 liability insurance covering all of the Common Elements and Association Property in such amount
28 as the Board may deem appropriate. The Board has the authority to compromise and settle all
29 claims against the Association or upon insurance policies held by the Association. The Unit
30 Owners shall have no personal liability upon such claims, except as may be otherwise provided by
31 law.

32 **12.2.4 Fidelity Bond.** The Association shall obtain and maintain insurance or
33 fidelity bonding of all Persons and in such amounts as required by the Act.

34 **12.2.5 Worker’s Compensation.** Such worker’s compensation coverage as may
35 be required by law or deemed advisable by the Board.

36 **12.2.6 Other Insurance.** Such other insurance as the Board may from time to time
37 deem to be necessary, including, but not limited to, Errors and Omissions Officers and Directors
38 Liability insurance coverage and insurance for the benefit of its employees.

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1 **12.3 Insurance Shares or Proceeds.** Insurance proceeds of policies purchased by the
2 Association covering property losses shall be paid to the Association, and all policies and
3 endorsements thereon shall be deposited with the Association.

4 **12.3.1 Flood Insurance Proceeds.** In situations where the Association receives
5 flood insurance proceeds for Owner Insurance Elements the Board may allocate such proceeds as
6 it deems appropriate amongst damage to multiple Units and the Common Elements. The
7 Association may disburse funds directly to the Owners and may require such assurances as the
8 Board determines reasonable, including, but not limited to, the requirement of the signing of a
9 release, and/or an undertaking to perform the work, and/or requirement that the monies will not be
10 released until the work is complete. The Association may also permit work covered by these funds
11 to be performed by Association contractors and may require adequate assurances that the Owner
12 be financially responsible for any costs or expenses not covered by insurance proceeds.

13 **12.4 Association as Agent.** The Association is irrevocably appointed agent for each
14 Unit Owner and for each Owner of a mortgage or other lien upon any Unit and for each Owner of
15 any other interest in the Condominium Property or any property in which the Association owns an
16 interest, to adjust and settle all claims arising under insurance policies carried by the Association,
17 and to execute and deliver releases upon the payment of such claim.

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

24 **13.1 Plans and Specifications.** Any reconstruction or repair must be substantially in
25 accordance with the plans and specifications for the original Condominium Property, or according
26 to plans and specifications approved by the Board, regardless of whether it is a Material Alteration
27 or Substantial Addition as described in Article 9.8, and no vote of the Unit Owners shall be
28 required.

29 **13.2 Responsibility.** Repair After Casualty of the Insurable Improvements shall be
30 undertaken by the Association, except that a Unit Owner may undertake reconstruction work on
31 portions of the Unit with the prior written consent of the Board. However, such work, and the
32 disbursement of insurance proceeds, may be conditioned upon the approval of the repair methods,
33 the qualifications of the proposed contractor, the contract that is used for that purpose, and
34 reasonable verification of appropriate steps to ensure that the work is done and that the contractor
35 is paid for the performance of said work. Unit Owners shall be responsible for reconstructing
36 Owner Insurance Elements. All required governmental permits and approvals must be obtained
37 prior to commencing reconstruction. Assessments for the cost of the work shall be set forth in
38 Article 13.3 below.

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1 **13.3 Assessments.** The cost of Repair After Casualty for those portions of the
2 Condominium Property required to be insured by the Association for flood or property loss,
3 including expenses not covered by insurance due to deductibles or otherwise, is a Common
4 Expense of the Condominium, except as provided elsewhere, including, but not limited to, Section
5 718.111(11)(n) of the Act, and the provisions of this Declaration regarding flood insurance of
6 Owner Insurance Elements.

7 **13.4 Incidental Damage.** Incidental Damage to Owner Insurance Elements or other
8 property not part of the Insurable Improvements in connection with Repair After Casualty shall be
9 the financial responsibility of the Unit Owner unless covered by the Association's policy.

10 **13.5 Damage Caused by Wear and Tear of the Condominium Property or
11 Uninsurable Loss.** Damage to the Condominium Property that is not caused by a Casualty, as
12 defined in Article 1.9 or covered cause of loss under the Association's applicable insurance policy,
13 shall be repaired or replaced in accordance with the provisions of Article 9 and shall not be subject
14 to this Article 13.

15 **13.6 Termination In Lieu of Reconstruction.** Repair After Casualty may be suspended
16 by the Board if it determines that circumstances indicate that terminating a Condominium may be
17 a more viable economic alternative to repair or reconstruction.

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

20 **14.1 Occupancy of Units; Single Family Residence.** A Unit shall be used only as a
21 Single Family residence. No more than two (2) Persons per bedroom plus two (2) may reside in a
22 Unit. No more than two (2) Persons per bedroom plus four (4) (including Unit Owners, Tenants,
23 Residents, their Families, Guests or any other Occupants) may sleep overnight in a Unit. No Unit
24 may be divided or subdivided into a smaller Unit nor any portion sold or otherwise transferred.
25 Units may not be used for commercial or business purposes. Unit Owners and Occupants may use
26 Units for "home office" or "telecommuting" purposes, provided that such uses do not involve
27 customers or clients coming onto the Condominium Property, the posting of any signage in the
28 Condominium, the storage of equipment, products, or materials in the Condominium, nor more
29 than two (2) regular deliveries per day of correspondence or similar items from customary express
30 delivery services.

31 **14.2 Nuisance.** No Unit Owner, or their Tenants, Guests, or Invitees may use the
32 Condominium Property for any immoral, indecent, improper, or unlawful purpose and no use or
33 behavior shall be allowed which will create a public or private nuisance, or which shall
34 unreasonably interfere with the quiet possession or enjoyment of the Condominium Property,
35 which will increase insurance rates, or which will negatively affect the value of Units. All property
36 shall be kept in a neat and orderly manner. The Common Elements shall be used for the purpose
37 of furnishing services and facilities as herein provided for the welfare and enjoyment of the

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1 Residents. The Condominium Property shall be used in accordance with all federal, state, and local
2 laws and ordinances.

3 **14.3 Displays.** Nothing shall be hung, displayed, or placed on the exterior walls, doors,
4 windows, or lanai of the Unit or the Building without the prior written consent of the Board of
5 Directors, or as provided in the Rules.

6 **14.4 Signs.** No signs shall be displayed from a Unit or on Common Elements, except
7 such signs as shall have advance written approval by the Association, or as provided in the Rules.
8 The Association shall have the right, exercisable at the sole option of the Association, to remove
9 from and either place in storage at the owner's expense, or dispose of, any signs placed on the
10 Common Elements without the express prior written approval of the Association, or as provided
11 in the Rules.

12 **14.5 Pets.** Except for one (1) dog or cat weighing not more than 25 pounds, no bird, pet,
13 reptile, or animal shall be kept or harbored in the Condominiums unless the same is in each instance
14 expressly permitted in writing by the Association, which permission may be conditioned on such
15 terms as the Association, in its sole discretion, deems to be in the best interest of the
16 Condominiums as a whole. Such permission in one instance shall not be deemed to institute a
17 blanket permission or permissions in any other instance: and any such permission may be revoked
18 at any time in the sole discretion of the Association. The pet owner shall indemnify the Association
19 and hold it harmless against any loss or liability of any kind or character whatsoever arising from
20 or growing out of having any bird, pet, reptile, or animal upon the Wiggins Lakes Property.

21 **14.5.1** No Tenant or Guest may bring or lodge a pet or animal of any kind in a
22 Unit.

23 **14.5.2** No animals shall be allowed to commit or constitute nuisance in any
24 Wiggins Lakes Property.

25 **14.5.3** An authorization in writing to keep pets will expire when the pet is disposed
26 of or dies.

27 **14.5.4** Pets shall include all types of animals, including, without limitation, dogs,
28 cats, parrots, frogs, reptiles, turtles, and fish.

29 **14.6 Additional Restrictions.** Additional use, occupancy, maintenance, transfer and
30 other restrictions are contained in the Rules and Regulations, which may be amended from time to
31 time by the Board. Amendments to the Rules and Regulations may, but need not be, recorded in
32 the Public Records. Additional use, transfer and other restrictions are also contained elsewhere in
33 the Condominium Documents.

34 **15. GUEST OCCUPANCY.** Use or visitation without consideration (payment) distinguishes
35 a Guest usage from a tenancy. Any Person occupying a Unit for more than thirty (30) days in a

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1 calendar year regardless of whether any consideration is paid, shall not be considered a Guest, and
2 shall be considered a Resident or Tenant subject to the approval requirements of Article 16 of this
3 Declaration. There are various types of Guest uses, which are regulated as follows:

4 **15.1 Non-Overnight Visitation by Guests When Unit Owner or Tenant is in**
5 **Residence.** Unit Owners and Tenants (and their respective Families) are permitted to have non-
6 overnight Guests, provided that same does not create a nuisance or annoyance to other
7 Condominium Residents, nor prevent their peaceful enjoyment of the premises. The Association
8 may restrict or prohibit Guest visitation by Persons who have committed nuisances upon the
9 Condominium Property or otherwise violated the Condominium Documents in the past. Non-
10 overnight Guests need not be registered with the Association, but may be subject to access control
11 protocols or procedures used generally, if any. Non-overnight Guests are permitted to use the
12 Association facilities only when accompanied by the Unit Owner or Tenant, unless otherwise
13 approved by the Board. The Board may establish additional restrictions on non-overnight Guest
14 usage of Condominium facilities, including, but not limited to, the maximum numbers of Guests
15 who may use common facilities.

16 **15.2 Overnight Guests When Unit Owner or Tenant is in Residence.** Unit Owners
17 and Tenants (and their respective Families) may have related or unrelated overnight Guests, so
18 long as the Unit Owner or Tenant is in simultaneous residence in that Unit. There is no requirement
19 for registration of overnight Guests with the Association when the Unit Owner or Tenant is
20 simultaneously occupying the Unit, but may be subject to access control protocols or procedures
21 used generally, if any. The Association may restrict or prohibit Guest visitation by Persons who
22 have committed nuisances upon the Condominium Property or otherwise violated the
23 Condominium Documents in the past, and Persons who have been convicted of or pled no contest
24 to a felony, including, but not limited to, registered sex offenders and Persons who have been
25 convicted of or pled no contest to narcotic offenses. No more than two (2) Persons per bedroom
26 plus four (4) (including Unit Owners, Tenants, Residents, their Families, Guests or any other
27 Occupants) may sleep overnight in a Unit.

28 **15.3 Non-Overnight Guests in the Absence of the Unit Owner or Tenant.** Unit
29 Owners and Tenants are not permitted to have non-overnight Guests when the Unit Owner or
30 Tenant is absent from the Condominium. Unit Owners and Tenants may have Units inspected by
31 caretakers, friends or relatives. However, such individuals shall not be permitted to use
32 Condominium facilities, such as recreational facilities (including, but not limited to, the pool, and
33 parking areas).

34 **15.4 Overnight Guests in the Absence of the Unit Owner or Tenant.** Tenants are not
35 permitted to have overnight Guests (related or non-related) in the absence of the Tenants'
36 simultaneous residence. Unit Owners are permitted to have overnight Guests in the absence of the
37 Unit Owner subject to the following conditions, and such other Rules and Regulations as may be
38 deemed necessary by the Board to effectuate the residential, non-transient nature of the
39 Condominiums. The Association may restrict or prohibit Guest visitation by Persons who have
40 committed nuisances upon the Condominium Property or otherwise violated the Condominium

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1 Documents in the past, and Persons who have been convicted of or pled no contest to a felony,
2 including, but not limited to, registered sex offenders and Persons who have been convicted of or
3 pled no contest to narcotic offenses.

4 **15.4.1 Non-Related Overnight Guests** in the absence of the Unit Owner will be
5 limited to two (2) occupancies per calendar year (cumulative as to all Guests and all occupancies
6 by non-related Guests in the absence of the Owner). The limitation on the number of Persons who
7 can occupy a Unit in Article 15.2 applies. Ten (10) days prior notice to the Association is required.

8 **15.4.2 Related Overnight Guests** may occupy a Unit in the absence of the Unit
9 Owner. For the purpose of this provision, “related” means at least one (1) adult who is occupying
10 the Unit on an overnight basis, in the absence of the Unit Owner, is related to the Unit Owner or
11 Primary Occupant (by blood, marriage, domestic partnership or adoption) to the following degree:
12 spouse, parent, grandparent, child, grandchild, or sibling. The limitation on the number of Persons
13 who can occupy a Unit in Article 15.2 applies. Ten (10) days prior notice to the Association is
14 required.

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

29 **16. LEASING.** The lease of a Unit is defined as occupancy of the Unit by any Person other
30 than the Unit Owner, whether pursuant to verbal or written agreement, where said occupancy by
31 the non-owner involves consideration (the payment of money, the exchange of goods or services,
32 or any other exchange of value). The term “leasing” and “renting” are used interchangeably in this
33 Declaration. The term “Tenant” and “Lessee” are likewise used interchangeably. All leases must
34 be in writing. Should a Unit Owner wish to lease his or her Unit, he or she shall furnish the
35 Association with a copy of the proposed lease, the name of the proposed Tenant, the names of all
36 proposed Residents, and such other information as the Association may reasonably require. Any
37 Person occupying the Unit as a Resident after initial approval shall be subject to a separate
38 application and approval process. The Association has thirty (30) days from the receipt of notice
39 and all required information within which to approve or disapprove of the proposed lease or
40 proposed Tenants or Residents. The Association shall give the Unit Owner written notice of its

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1 decision within said period. No individual rooms may be rented and no transient tenants may be
2 accommodated. "Rent-sharing" and subleasing are prohibited. All leases shall be for a minimum
3 period of thirty (30) continuous days, or one (1) calendar month and not more often than three (3)
4 times in any calendar year. Leases may be extended or renewed, subject to Board approval. No
5 Unit Owner, or anyone on their behalf, shall publish or cause to be published any advertisement of
6 any type in any form of media, including, but not limited to, television, radio, internet website,
7 newspaper, magazine, or trade publication, that indicates that a Unit may be leased for anything less
8 than the minimum period of thirty (30) continuous days, or one (1) calendar month and not more
9 often than three (3) times in any calendar year.

10 **16.1 Board Right of Approval.** The Board has the authority to approve or disapprove
11 all leases and renewals or extensions thereof. No Person may occupy a Unit as a Tenant, Family
12 member of a Tenant, Resident, or otherwise without prior approval of the Board. The Board has
13 the authority to promulgate or use a uniform lease application and require such other information
14 from the proposed Tenant and all proposed Residents as the Board deems appropriate under the
15 circumstances. The Board may require an interview of any proposed Tenant and all proposed
16 Residents of a Unit as a condition for approval. The Board may, but shall not be obligated or have
17 the duty to, conduct criminal background investigation in connection with proposed leases.

18 **16.2 Tenant Conduct; Remedies.** All leases shall be on a uniform form of lease or lease
19 addendum if so promulgated by the Association. Uniform leases, addenda and all other leases will
20 provide, or be deemed to provide, that the Tenants have read and agreed to be bound by the
21 Condominium Documents. The uniform lease or addendum and other leases shall further provide,
22 or be deemed to provide, that any violation of the Condominium Documents shall constitute a
23 material breach of the lease and subject the Tenant to termination of the lease and/or eviction as
24 well as any other remedy afforded by the Condominium Documents or Florida law. If a Tenant,
25 Resident, other Unit Occupant, Guest, or Invitee fails to abide by the Condominium Documents,
26 the Unit Owner(s) shall be responsible for the conduct of the Tenants, Residents, Occupants,
27 Guests, or Invitees and shall be subject to all remedies set forth in the Condominium Documents
28 and Florida law, without waiver of any remedy available to the Association as to the Tenant. The
29 Unit Owner has the duty to bring his or her Tenant's conduct (and that of the other Unit Residents,
30 Occupants, Guests, or Invitees) into compliance with the Condominium Documents by whatever
31 action is necessary, including without limitation the institution of eviction proceedings without
32 notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct of the Tenant
33 into compliance with the Condominium Documents in a manner deemed acceptable by the
34 Association, or in other circumstances as may be determined by the Board, the Association has the
35 authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the
36 Tenants' noncompliance with the Condominium Documents (or the noncompliance of other
37 Residents, Occupants, Guests, or Invitees), including without limitation the right to terminate a
38 lease and/or institute an action for eviction against the Tenant in the name of the Association in its
39 own right, or as agent of the Unit Owner. The Association has the right to recover any costs or
40 fees, including attorneys' fees, incurred in connection with such actions, from the Unit Owner
41 which shall be secured by a continuing lien in the same manner as assessments for Common

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1 Expenses, to wit, secured by a Lien for Charges. Any uniform lease or lease addendum will
2 provide, and all leases will be deemed to provide, that the Association has the authority to direct
3 that all rental income related to the Unit be paid to the Association until all past due and current
4 obligations of the Association have been paid in full, including, but not limited to, all past due
5 Assessments, Charges, other monetary obligations, late fees, interest, attorneys' fees and cost and
6 expenses of collection.

7 **16.3 Security Deposit.** The Board has the authority, as a condition of granting approval
8 to a lease or renewal or extension thereof, to require that a prospective Tenant or Unit Owner place
9 a security deposit in an amount not to exceed the equivalent of one (1) month's rent into an escrow
10 account maintained by the Association to protect against damage to the Common Elements or
11 Association Property. Payment of interest, claims against the deposit, refunds, and disputes under
12 this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the
13 Florida Statutes (2024), as amended from time to time.

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

29 **16.5 Liability.** The liability of the Unit Owner under the Condominium Documents shall
30 continue notwithstanding the fact that he or she may have leased or rented his or her interest in the
31 Unit as provided herein.

32 **16.6 Association Fee.** The Unit Owner or Tenant seeking approval of a lease of a Unit
33 shall pay a transfer fee for each applicant in an amount determined by the Board, which unless
34 otherwise specified, shall be the maximum amount permitted by law. No charge shall be made in
35 connection with an extension or renewal of a lease.

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

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1 **17.1 Forms of Ownership.**

2 **17.1.1 Ownership by Individuals.** A Unit may be owned by one (1) natural person
3 who has qualified and been approved as elsewhere provided herein.

4 **17.1.2 Co-Ownership.** Co-ownership of Units may be permitted. If the co-owners
5 are other than spouses, the Owners shall designate one (1) natural person as the "Primary
6 Occupant." Spouses who are co-owners may both be designated as "Primary Occupants." The
7 intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create
8 circumstances in which the Unit may be used as a short-term or transient accommodations for
9 several entities, individuals or families as a timeshare, a shared Unit, fractional ownership, or used
10 as Guest accommodations for employees, customers, or Guests of Units owned by business
11 entities, religious, or charitable organizations, and the like. The use of the Unit by other Persons
12 shall be as if the Primary Occupant was the only actual Owner. No more than one (1) change in
13 Primary Occupant is permitted in any twelve (12) month period, except in the case of the death of
14 the Primary Occupant, or when a Primary Occupant designates a spouse as the Primary Occupant.
15 No time share estates may be created. "Unit Sharing" by multiple families and "Fractional
16 Ownership" are prohibited.

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

32 **17.2 Transfers Subject to Notice.** No Unit Owner may dispose of a Unit or any interest
33 in same by sale or other title transfer without prior notice to the Board at least thirty (30) days prior
34 to closing, using such forms as the Board may promulgate.

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

37 **18.1 Proposal of Amendments.** An amendment may be proposed by the President of
38 the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

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1 **18.2 Proposed Amendment Format.** Proposals to amend the existing Declaration of
2 Condominium shall contain the full text of the article to be amended. New words shall be
3 underlined and words to be deleted shall be lined through. If the proposed change is so extensive
4 that this procedure would hinder rather than assist understanding, a notation must be inserted
5 immediately preceding the proposed amendment saying, “SUBSTANTIAL REWORDING OF
6 DECLARATION OF CONDOMINIUM. SEE ARTICLE NUMBER ____ FOR PRESENT
7 TEXT.”

8 **18.3 Notice.** The subject matter of proposed amendments shall be included in the notice
9 of any meeting at which a proposed amendment is to be considered or in connection with
10 documentation for action without a meeting.

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

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

37 **18.6 Effective Date.** An amendment when adopted shall become effective after being
38 recorded in the Public Records of Collier County, Florida, according to law.

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1 **18.7 Automatic Amendment.** Whenever the Act, Chapter 617, Florida Statutes, or
2 other applicable statutes or administrative regulations, as amended from time to time, are amended
3 to impose procedural requirements less stringent than set forth in this Declaration, the Board may
4 operate the Association pursuant to the less stringent requirements without the need to change this
5 Declaration. The Board, without a vote of the Owners, may also adopt by majority vote,
6 amendments to this Declaration as the Board deems necessary to comply with such operational
7 changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other
8 statutes or administrative regulations as required for the operation of the Association, all as
9 amended from time to time.

10 **18.8 Proviso.** No amendment shall change the configuration of any Unit or the share in
11 the Common Elements appurtenant to it, or increase the Owner's proportionate share of the
12 Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the
13 mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners
14 approve the amendment.

15 **19. TERMINATION.**

16 **19.1 Termination of Lakes**

17 **19.1.1 Destruction.** If it is determined in the manner elsewhere provided that a
18 condominium Building shall not be reconstructed because of major damage, the condominium
19 plan of ownership with respect to such Building will be thereby terminated without agreement.

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

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

19.1.2.2 Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

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

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

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

29 19.2 Termination of Preserve One

30 **19.2.1 Destruction.** If it is determined in the manner elsewhere provided that a
31 condominium Building shall not be reconstructed because of major damage, the condominium
32 plan of ownership with respect to such Building will be thereby terminated without agreement.

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

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

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

19.3 Termination of Preserve Two

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

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

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

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

1 **19.3.5 Amendments.** This section concerning termination cannot be amended
2 without consent of all Unit Owners. Upon written request to the Condominium Association,
3 identifying the name and address of the holder, and the unit number or address, any holder, insurer,
4 or guarantor shall be entitled to timely written notice of any proposed amendment.

5 **20. CONDEMNATION.**

6 **20.1 Awards.** The taking of all or any part of the Condominium Property by
7 condemnation or eminent domain shall be deemed to be a Casualty to the portion taken, and the
8 awards for that taking shall be deemed to be proceeds from insurance on account of the Casualty.
9 Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards
10 with the Association, and if any fail to do so, a Special Assessment shall be made against a
11 defaulting Unit Owner in the amount of this award, or the amount of the award shall be set off
12 against any sums payable to that Unit Owner.

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

16 **20.3 Distribution of Funds.** If the Condominium or Condominiums are terminated after
17 condemnation, the proceeds of all awards and Special Assessments will be owned and distributed
18 in the manner provided for insurance proceeds when the Condominium or Condominiums are
19 terminated after a Casualty. If the Condominium or Condominiums are not terminated after
20 condemnation, the size of the Condominium or Condominiums may be reduced. The Owners of
21 condemned Units, if any, will share in awards and Special Assessments as provided below.

22 **20.4 Association as Agent.** The Association is hereby irrevocably appointed as each
23 Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning
24 authority for the purpose of realizing just compensation for the taking.

25 **20.5 Units Reduced but Habitable.** If the taking reduces the size of a Unit and the
26 remaining portion of the Unit can be made habitable, the awards for the taking of a portion of that
27 Unit shall be used for the following purposes in the order stated, and the following changes shall
28 be effected in the Condominiums.

29 **20.5.1 Restoration of Unit.** The Unit shall be made habitable. If the cost of the
30 restoration exceeds the amount of the award, the additional funds required shall be assessed against
31 the Owner of the Unit.

32 **20.5.2 Distribution of Surplus.** The balance of the award, if any, shall be
33 distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made
34 payable jointly to the Owner and mortgagee(s).

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

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

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

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

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

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

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

21. EMERGENCY POWERS.

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

21.1.1 To determine after a Casualty whether the Condominium Property or portions thereof can be safely used or occupied, which decision shall not be conclusive as to the

1 determination of habitability. Such decision shall be based upon the advice of emergency
2 management officials or a licensed professional.

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

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

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

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

29 **21.1.6** To adopt, by Board action, emergency assessments with such notice deemed
30 practicable by the Board.

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

34 **21.1.8** To enter into agreements with local counties and municipalities to assist
35 counties and municipalities with debris removal.

36 **21.1.9** To exercise all emergency powers set forth in the Act.

Proposed Combined Amended and Restated Declaration of Condominium
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02/14/2025

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

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

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

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

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

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

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

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

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

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

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

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

8 **22. COMPLIANCE AND DEFAULT.**

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

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

21 **22.1.2** A Unit Owner; or

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

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

33 **22.3 No Election of Remedies; Remedies Cumulative.** All rights, remedies and
34 privileges granted to the Association or Unit Owners under any terms, provisions, covenants, or
35 conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of
36 any one (1) or more shall not be deemed to constitute an election of remedies, nor shall it preclude

1 the party from exercising such other additional rights, remedies, or privileges as may be granted
2 by the Condominium Documents, or at law or in equity. It shall not be presumed that money
3 damages shall be an adequate remedy for violations of the Condominium Documents.

4 **22.4 Waiver of Application of Condominium Documents.** The Association has the
5 right to waive the application of one (1) or more of the covenants or restrictions of the
6 Condominium Documents, or to permit a deviation from said covenants or restrictions, as to any
7 Unit where, in the discretion of the Board, hardship circumstances exist which justify such waiver
8 or deviation. In the event of any such waiver or permitted deviation, or in the event the Association
9 fails to enforce violation of said covenants or restrictions, such actions or inactions shall not be
10 deemed to prohibit nor restrict the right of the Association, or any other Person having the right to
11 enforce said covenants or restrictions, from insisting upon strict compliance with respect to all
12 other Units, nor shall any such actions be deemed a waiver of any of the covenants or restrictions
13 contained in the Condominium Documents as same may be applied in the future.

14 **22.5 Notice of Lien or Suit.**

15 **22.5.1 Notice of Lien.** A Unit Owner shall give written notice to the Association
16 of every lien upon his or her Unit, other than for permitted first mortgages, taxes and Special
17 Assessments, within five (5) days after the Unit Owner receives actual notice of the attachment
18 thereof.

19 **22.5.2 Notice of Suit.** A Unit Owner shall give written notice to the Association
20 of every suit or other proceeding which may affect the title to his or her Unit, or impose liability
21 on the Association, within five (5) days after the Unit Owner receives actual knowledge thereof.

22 **22.5.3 Failure to Comply.** Failure of an Owner to comply with this Article will
23 not affect the validity of any judicial suit; however, the failure may render the Owner liable to any
24 party injured by such failure.

25 **23. MISCELLANEOUS PROVISIONS.**

26 **23.1 Covenants Running with the Land.** The covenants and restrictions as herein
27 contained, or forming a part of the Condominium Documents, shall be deemed to run with the land
28 and shall run perpetually unless terminated or amended as provided herein.

29 **23.2 Savings Clause.** If any provision of the Condominium Documents hereto, as the
30 same now exist or as may be later amended or any portion thereof, shall be held invalid by any
31 Court, or other governmental agency with proper authority to so hold, the validity of the remainder
32 of said Condominium Documents shall remain in full force and effect.

33 **23.3 Heirs, Successors and Assigns.** These Condominium Documents shall be binding
34 upon the heirs, nominees, successors in interest or title, administrators, executors and assigns of
35 all Unit Owners. The Association shall have the right, but not the obligation to disclose any

1 unresolved violation of the Condominium Documents to any proposed successor, assign, lienor,
2 or other third party and shall bear no liability in connection with such disclosures. It shall be the
3 duty of the Unit Owner intending to transfer or hypothecate title to the Unit, or transfer or pledge
4 any legal interest in the Unit to such parties.

5 **23.4 Notices.** All notices shall be given as provided in the Bylaws.

6 **23.5 Compliance with Fair Housing Laws.** There shall be no limitation, restriction, or
7 preference upon sale, lease, occupancy, or use of the Wiggins Lakes Property based upon race,
8 creed, color, sex, religion, national origin, handicap, familial status, or any other legally protected
9 class. The Association may make reasonable accommodations, including reasonable waiver of the
10 covenants and restrictions of the Condominium Documents, when necessary to afford handicapped
11 individuals the opportunity to enjoy the Condominium premises, or to comply with other legal
12 requirements.

13 **23.6 Conflicts.** In the event of a conflict between any provision of the Condominium
14 Documents and the Act, the Act shall control, except in cases where the Act permits the
15 Condominium Documents to regulate the subject, in which case the Condominium Documents
16 will control. In the event of a conflict between this Declaration and the other Condominium
17 Documents, same shall be governed as provided in the Bylaws.

18 **23.7 Interpretation.** The Board is responsible for interpreting the provisions of the
19 Condominium Documents. The Board's interpretations shall be binding upon all parties unless
20 wholly unreasonable. A written opinion rendered by Association's legal counsel that an
21 interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the
22 interpretation as valid.

23 **23.8 Captions and Headings.** The headings and captions used in the Condominium
24 Documents are solely for convenience sake and shall not be considered a limitation of any nature
25 in interpreting the Condominium Documents.

26 **23.9 Waiver.** The failure of the Association to enforce any right, provision, covenant or
27 condition which may be granted by the Condominium Documents shall not constitute a waiver of
28 the right of the Association to enforce such right, provision, covenant or condition in the future.

29 **23.10 Plurality; Gender.** Wherever the context so permits, the singular includes the
30 plural, the plural includes the singular, and the use of any gender includes all or no genders.

31 **23.11 Ratification.** Should any act of the Association be subject to any legal or other
32 challenge or controversy as to whether the act was properly approved or handled, the Board shall
33 have the authority, but not the obligation, to submit that act to a ratification vote by such body and
34 subject to such voting requirements as the Board considers appropriate. Any ratification or
35 attempted ratification shall not be considered an admission by the Association that the complained

1 of act was not properly approved in the first instance. Any act of ratification shall be deemed to
2 relate back to the original act for all purposes.

3 **23.12 Construction.** The Condominium Documents shall be liberally construed so as to
4 effectuate their intent and facilitate the efficient operation of the Association, which is managed
5 by an unpaid, volunteer Board.

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