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Retn:
GRANT FRIDKIN BY AL
5551 RIDGEWOOD DR #501
NAPLES FL 34108

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
11/18/1999 at 01:32PM DWIGHT B. BROCK, CLERK

**DECLARATION OF CONDOMINIUM
FOR
REGATTA AT VANDERBILT BEACH III, A CONDOMINIUM**

MADE this 15th day of NOVEMBER, 1999, by Vanderbilt Partners, Ltd., a Florida limited partnership, hereinafter called the "Developer," for itself and its successors, grantees and assigns.

WHEREIN the Developer makes the following declarations:

1. THE LAND. The Developer owns certain real property located in Collier County, Florida, as more particularly described in Exhibit "A" attached hereto (the "Land").

2. SUBMISSION STATEMENT. The Developer hereby submits the Land described in Exhibit "A" to this Declaration, and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, located on and intended for use in connection therewith, to the condominium form of ownership and use in the manner provided by the Florida Condominium Act as it exists on the date of recording this Declaration, excluding therefrom, however, all public utility installations, cable television lines, and other similar equipment, if any, owned by the utility furnishing services to the Condominium. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future Owners of condominium parcels. The acquisition of title to a unit, or any interest in the condominium property, or the lease, occupancy, or use of the condominium property shall constitute an acceptance and ratification of all provisions of this Declaration as it may be amended from time to time, and shall signify agreement to be bound by its terms.

3. NAME. The name by which this Condominium shall be identified is REGATTA AT VANDERBILT BEACH III, A CONDOMINIUM, (the "Condominium") and its address is 445 Vanderbilt Beach Road, Naples, Florida 34108.

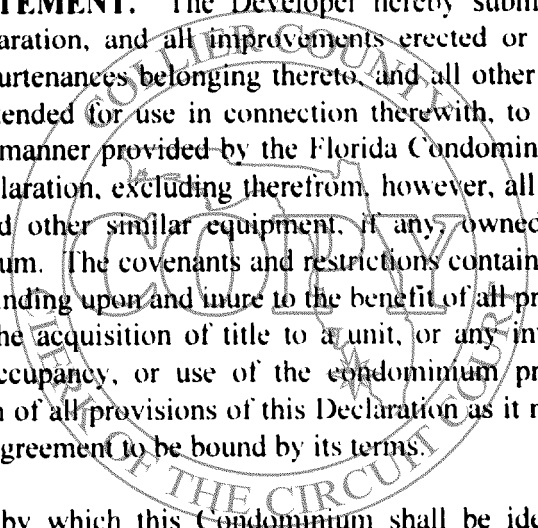
4. DEFINITIONS. The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes, unless the context otherwise requires.

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

4.2 "Apartment Owner" or "Owner" means the record owner of a fee simple interest in a residential unit, or a cabana unit in this Condominium.

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

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4.4 “Association” means REGATTA AT VANDERBILT BEACH III CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, the entity responsible for the operation of this Condominium.

4.5 “Association Property” means all property, real or personal, owned by the Association for the use and benefit of the unit Owners.

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

4.7 “Common Areas” means the real property owned or to be owned, leased or maintained by the Commons Association including any real property not located within or contiguous to the Regatta Complex and all improvements thereon, for the use and benefit of all owners of legal title to any land or of the right to use any dock located in the waters abutting the Regatta Complex.

4.8 “Commons Association” means Regatta at Vanderbilt Beach Commons Association, Inc., a Florida not for profit corporation responsible for the ownership, maintenance and operation of certain property within the Regatta Complex. The Condominium Association shall be a member of the Commons Association.

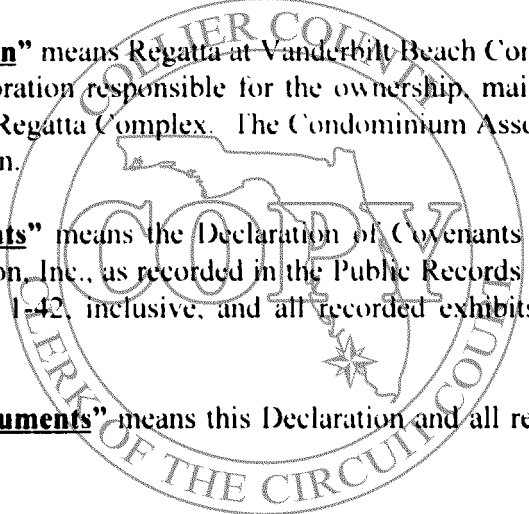
4.9 “Commons Documents” means the Declaration of Covenants for Regatta at Vanderbilt Beach Commons Association, Inc., as recorded in the Public Records of Collier County, Florida at O.R. Book 2524, Pages 1-42, inclusive, and all recorded exhibits thereto, as they may be amended from time to time.

4.10 “Condominium Documents” means this Declaration and all recorded exhibits hereto, as amended from time to time.

4.11 “Regatta Complex” means the land subject to the Commons Association Documents as described therein, and all improvements located thereon.

4.12 “Fixtures” means those items of tangible personal property which by being physically annexed or constructively affixed to the unit have become accessory to it and part and parcel of it, including, but not limited to, interior partition walls, appliances which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

4.13 “Guest” means any person (other than the Unit Owner and his or her family) who is physically present in, or occupies an apartment on a temporary basis at the invitation of the Unit Owner or other permitted occupant, without the payment of consideration. “Temporary” means not longer than sixty (60) days in any calendar year.



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

4.15 "Lease" means the grant by a Unit Owner of a temporary right of use of the Owner's unit for valuable consideration.

4.16 "Limited Common Elements" means those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

4.17 "Occupant" or "Occupy", when used in connection with a unit, refers to a person staying overnight in a unit.

4.18 "Primary Institutional Mortgagee" means that institutional mortgagee which, at the time a determination is made, holds more first mortgages on units in the Condominium than any other institutional mortgagee, such determination to be made by reference to the number of units encumbered, and not by the dollar amount of such mortgages.

4.19 "Rules and Regulations" means the rules and regulations promulgated by the Board of Directors concerning the use of the common elements and the operation of the Association.

4.20 "Unit" or "unit" means a part of the condominium property which is subject to exclusive ownership.

5. DESCRIPTION OF IMPROVEMENTS; SURVEY AND PLANS.

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

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

(A) **Upper and Lower Boundaries.** The upper and lower boundaries of the unit shall be the following boundaries extended to their intersections with the perimeter boundaries:

(1) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling of the unit.

(2) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.

(B) Perimeter Boundaries. The perimeter boundaries of the unit shall be the vertical planes of the unfinished interior surfaces of the plasterboard or drywall bounding the unit as shown in Exhibit "B" hereto, extended to their intersections with each other and with the upper and lower boundaries.

(C) Interior Walls. No part of the non-structural interior partition walls within an apartment shall be considered part of the boundary of a unit.

(D) Apertures. Where there are openings in any boundary, including, without limitation, windows, doors and skylights, the boundaries of the unit shall extend to the interior unfinished surfaces of the coverings of such openings, and their frameworks thereof. Therefore, windows, doors, screens and all framing, casings and hardware therefor, are excluded from the unit.

(E) Utilities. The unit shall not be deemed to include any pipes, wiring, ducts or other utility installations that are physically within the above-described boundaries, but which serve other units or the common elements. Such utility installations shall be common elements.

(F) Entry. Any enclosed entry area, walkway or stairway exclusively serving a unit shall be included in the unit.

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

6. CONDOMINIUM PARCELS; APPURTENANCES AND USE.

6.1 Shares of Ownership. The Condominium contains 79 units, 65 of which are residential units and 14 of which are cabana units. The Owner of each unit shall also own a fractional share of the common elements and the common surplus as described on attached Exhibit E. Such fractional share is based on the total square footage of each unit in uniform relationship to the total square footage of each other unit in the Condominium.

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

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

(B) Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Articles of Incorporation and Bylaws of the Association, attached hereto as Exhibits "C" and "D" respectively. The members of the Association shall consist of all Owners of a fee simple interest in one or more of the Units, as more particularly described in said Articles and By-Laws. The members of the Association are entitled to one vote for each residential unit and one-fourth of one vote for each cabana unit, all as more particularly described in said By-Laws.

(C) The non-exclusive right to use Regatta Common Areas, subject to the Commons Declaration and the rules of the Commons Association.

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

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

(F) Other appurtenances as may be provided by law or by this Declaration and its exhibits.

Each unit and its appurtenances constitute a "condominium parcel."

6.3 Use and Possession. A unit owner is entitled to exclusive use and possession of his or her unit. He or she is entitled to use the common elements and common areas in accordance with the purposes for which they are intended, but no use may unreasonably interfere with the rights of other Unit Owners or other persons having rights to use the condominium property. No unit may be divided or any fractional portion sold, leased or otherwise transferred. The use of the units, common elements, and limited common elements shall be governed by the condominium Documents and by the rules and regulations adopted by the Association, as set forth in the Bylaws.

7. COMMON ELEMENTS; EASEMENTS.

7.1 **Definition.** The term "**common elements**" means all portions of the condominium property not included within the units, and includes without limitation the following:

(A) The Land.

(B) All portions of the buildings and other improvements on the Land not included within the units, including limited common elements.

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

(D) An easement of support in every portion of the Condominium which contributes to the support of a building.

(E) The property and installations required for furnishing utilities and other services to more than one unit or to the common elements.

7.2 Easements. Each of the following easements and easement rights is reserved through the condominium property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium. None of the easements specified in this section may be encumbered by any leasehold or lien other than those on the condominium parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of Unit Owners with respect to such easements.

(A) Utility and other Easements. The Association has the power, without the joinder of any Unit Owner, to grant easements such as electric, gas, cable television, or other utility or service easements, or relocate any existing easements, in any portion of the common elements, and to grant access easements or relocate any existing access easements in any portion of the common elements, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the units. The Association may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

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

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

(D) Construction; Maintenance. The Developer (including its designees and contractors) shall have the right to enter the condominium property and take any action reasonably necessary or convenient for the purpose of completing the construction thereof

(E) Sales Activity. For as long as it holds any unit for sale or lease in the ordinary course of business, the Developer and its designees shall have the right to use, without charge, any units owned by it, and the common elements and common areas (including, but not limited to, all recreational facilities), establish modify, maintain and utilize, as it and they deem appropriate, model apartments and sales, leasing and other offices. Without limiting the generality of the foregoing, the Developer and its designees may show model apartments or the common elements to prospective purchasers or tenants, erect on the common areas or on the condominium property signs and other promotional material to advertise units for sale or lease, and take all other action helpful for sales, leases and promotion of the Condominium.

(F) The easements and rights described in (D) and (E) above shall terminate upon the sale of all units in the Condominium to purchasers other than a successor Developer.

7.3 Restraint Upon Separation and Partition. The undivided share of ownership in the common elements and common surplus appurtenant to a unit cannot be conveyed or encumbered separately from the unit and shall pass with the title to the unit, whether or not separately described. No Owner may maintain an action for partition of the common elements. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the units.

8. LIMITED COMMON ELEMENTS.

8.1 Description of Limited Common Elements. Certain of the common elements have been, or may be, designated as limited common elements, reserved for the use of a particular unit or units, to the exclusion of the other units. Except as hereinafter provided, the limited common elements and the units to which their use has been designated are as described in this Declaration and as further identified on the attached survey and plot plan.

(A) Garages and Driveway Parking Areas. Each unit may have as an appurtenance the exclusive use of one uncovered parking space. The Developer shall designate the particular parking space or garage appurtenant to a specific residential unit in the deed of conveyance to the Unit. The parking space or garage shall be appurtenant to its designated unit and the right to use such parking space or garage shall pass with title to the unit regardless of whether such parking space or garage shall be referred to in any such deed of conveyance. Parking spaces and garages are intended for the primary use of parking and storage of motor vehicles. No parking space or garage may be converted to another primary use except with the prior approval of the Board of Directors.

(B) Air Conditioning and Heating Equipment. All equipment, fixtures and installations located outside of a unit, which furnish air conditioning or heating exclusively to that unit, shall be limited common elements, the exclusive use of which is appurtenant to the unit.

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

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

9. ASSOCIATION. The operation of the Condominium is by Regatta at Vanderbilt Beach III Condominium Association, Inc., a Florida not for profit corporation, which shall perform its functions pursuant to the following:

9.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit "C".

9.2 Bylaws. The Bylaws of the Association shall be the Bylaws attached as Exhibit "D", as they may be amended from time to time.

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

9.4 Membership. The membership of the Association shall be comprised of Owners of the units, as further provided in the Bylaws.

9.5 Acts of the Association. All approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors acting with the approval of the majority of the voting interests of the Association. The officers and Directors of the Association have a fiduciary relationship to the Unit Owners. A Unit Owner does not have the authority to act for the Association by reason of being a Unit Owner.

9.6 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act and the condominium Documents. The Association may contract, sue, or be

sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the condominium property and association property. The Association may impose reasonable fees for use of common elements or association property. The Association has the power to enter into agreements to acquire leaseholds, memberships and other possessory or use interests in lands or facilities contiguous to the lands of the Condominium, for the use and enjoyment of the unit owners.

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

9.8 Purchase of Units. The Association has the power to purchase units in the Condominium and to acquire and hold, lease, mortgage, and convey them, such power to be exercised by the Board of Directors acting after the prior approval of the majority of the voting interests of the Association.

9.9.A Acquisition of Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors acting after the prior approval of the majority of the voting interests of the Association.

9.9.B Disposition of Property. Any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold, or otherwise encumbered or disposed of by the Board of Directors, acting after the approval of the majority of the voting interests of the Association.

9.10 Roster. The Association shall maintain a current roster of names and mailing addresses of Unit Owners. A copy of the roster shall be made available to any member upon request.

9.11 Membership in Commons Association. The Association shall be a member of Regatta at Vanderbilt Beach Commons Association, Inc. As long as the Commons Association shall exist, this Declaration may not be amended to eliminate or modify this membership requirement. By virtue of the Association's membership, the Unit Owners in this Condominium have a non-exclusive right to use the common facilities owned by the Commons Association, subject to the Commons Declaration and the rules and regulations of the Commons Association. The share of the expenses of the Commons Association for which this Association is liable shall be a common expense to the Unit Owners hereunder and shall be in such amounts as required under the Commons Documents. The President of the Association shall be a member of the Board of Directors of the Commons Association.

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

- (A) the collection of assessments;
- (B) the collection of other charges which members are obligated to pay;
- (C) the enforcement of the Condominium Documents and Rules of the Association;
- (D) in an emergency, when waiting to obtain the approval of the members creates a substantial risk of irreparable injury to the Association or its members; or
- (E) filing a compulsory counterclaim.

10. ASSESSMENTS AND LIENS. The Association has the power to levy and collect assessments against each unit and Unit Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association, including regular assessments for each unit's share of the common expenses as set forth in the annual budget, and special assessments for unusual, non-recurring or unbudgeted common expenses. The Association may also levy special charges against any individual unit for any amounts other than common expenses which are properly chargeable against such unit under this Declaration or the Bylaws. Assessments shall be levied and payment enforced as provided in Section 6 of the Bylaws and as follows:

10.1 Common Expenses. Common expenses include all expenses of the operation, maintenance, repair, replacement and protection of the common elements and association property, the expenses of operating the Association, and any other expense properly incurred by the Association for the Condominium, including any amounts budgeted for the purpose of funding reserve accounts. Assessments levied by the Commons Association against this Condominium shall be a common expense.

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

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

10.4 Who is Liable for Assessments. The Owner of each unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he or she is the Owner. Multiple owners are jointly and severally liable. Except as provided in Section 20.3 below, whenever title to a condominium parcel is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments against the transferor, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

10.5 No Waiver or Excuse from Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any common elements, by abandonment of the unit for which the assessments are made, or by interruption in the availability of the unit or the common elements for any reason whatsoever. No Unit Owner may be excused from payment of his or her share of the common expenses unless all Unit Owners are likewise proportionately excused from payment, except as provided in Section 20.3 below as to certain first mortgagees, and in Section 10.12 below as to the Developer. Nothing herein shall be construed to prevent the Association from compromising or settling a claim for past due assessments for less than full payment, if a majority of the voting interests of the Association determines that such action is in the best interests of the Association.

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

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

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

10.9 Priority of Lien. The Association's lien for unpaid assessments shall be subordinate and inferior to the lien of any recorded first mortgage unless the Association's Claim of Lien was recorded before the mortgage, but shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise provided by law. A lease of a unit shall be subordinate and inferior to the Claim of Lien of the Association, regardless of when the lease was executed.

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

10.11 Certificate As To Assessments. Within fifteen (15) days after request by a Unit Owner, unit purchaser or mortgagee, the Association shall provide a certificate stating whether all assessments and other monies owed to the Association by the Unit Owner with respect to the condominium parcel have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby.

10.12 Statutory Assessment Guarantee; Liability of Developer for Common Expenses. This section is intentionally deleted.

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

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

- A)** Electrical wiring up to the circuit breaker panel in each unit.
- (B)** Water pipes, up to the individual unit cut-off valve inside the unit.
- (C)** Cable television lines up to the wall outlets in the units.
- (D)** Air conditioning condensation drain lines, up to the point where the individual unit drain lines cuts off.
- (E)** Sewer lines, up to the point where the sewer lines enter the individual units.
- (F)** All installations, fixtures and equipment located within one unit but serving another unit, or located outside the unit, for the furnishing of utilities to more than one unit or the common elements.

- (G) The exterior surface of the main entrance doors to the units.
- (H) All exterior building walls, including painting, waterproofing, and caulking.
- (I) The maintenance of the parking garages, and all parking spaces therein as well as all exterior surfaces and structural components, together with any and all doors.
- (J) The maintenance of the stairwells, up to the main entrance door to the units.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a unit and serving only that unit. All incidental damage caused to a unit or limited common elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any alteration or addition to the common elements made by a unit owner or his or her predecessor in title.

11.2 Unit Owner Maintenance. Each Unit Owner is responsible, at his or her own expense, for all maintenance, repairs, and replacements of his or her own unit and certain limited common elements. The Owner's responsibilities include, without limitation:

- (A) Maintenance, repair, and replacement of screens, windows, and window glass.
- (B) The entrance door to the unit and their respective interior surfaces.
- (C) All other doors within or affording access to the unit.
- (D) The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the unit and serving only the unit, except those which are expressly made the Association's responsibility elsewhere in this Section 11.
- (E) The circuit breaker panels located inside the unit and all electrical wiring into the unit from the panels.
- (F) Appliances, water heaters, smoke alarms and vent fans.
- (G) Except as provided in Section 11.4 below, all air conditioning, and heating equipment, thermostats, ducts and installations serving each unit exclusively.
- (H) Carpeting and other floor coverings.
- (I) Door and window hardware and locks.

