INSTR 5072385 OR 5111 PG 1276 RECORDED 1/12/2015 9:39 AM PAGES 53
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
REC $452.00

This Instrument Prepared by:
Mary Ann Chandler, Esq.
Katzman Garfinkel
5297 West Copans Road
Margate, Florida 33063
(954) 486-7774

CERTIFICATE OF RECORDING SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM AND SECOND AMENDED AND RESTATED BY-LAWS OF THE BOULEVARD CLUB, INC.

WHEREAS, THE BOULEVARD CLUB, INC. is the Florida not-for-profit corporation required by the provisions of Florida Statutes §718 ("Association"), to operate and maintain the Association according to the Declaration of Condominium thereof, as recorded originally recorded at Official Records Book 522, Page 723 et seq., of the Public Records of Collier County, Florida; subsequently Amended and Restated at Official Records Book 2828, Page 0183, et seq., of the Public records of Collier County, Florida; the Declaration thereafter being amended at Official Records Book 3033, Page 2769 et. seq.; and the Bylaws thereof subsequently being amended at Official Records Book 3498, Page 0908 et. seq.; and subsequently amended at Official Records Book 4413, Page 1258 et. seq.; and subsequently amended at Official Records Book 4426, Page 1328 et. seq., all in the Public Records of Collier County, Florida; and

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WHEREAS, the Association is required pursuant to §718.110, Florida Statutes to maintain copies of the Declaration of Condominium, Articles of Incorporation, By-Laws and amendments to these Documents (the "Governing Documents"), as recorded in the Collier County Public Records, as part of the Association's Official Records; and

WHEREAS, the attached Second Amended and Restated Declaration of Condominium and Second Amended and Restated Bylaws for The Boulevard Club, Inc., accurately reflect all amendments and revisions to those documents, and were duly adopted in accordance with the applicable provisions of each respective document; and

WHEREAS, the Association is desirous of recording the Second Amended and Restated Declaration of Condominium and Second Amended and Restated Bylaws for The Boulevard Club, Inc., in order to have the most up to date language available in an easy to read format for prospective and current owners, and in order for these Second Amended and Restated Documents to constitute Official Records in accordance with §718.111, Florida Statutes; and

WHEREAS, the Association's Board of Directors and Membership have approved with all requisite action this Second Amended and Restated Declaration of Condominium and these Second Amended and Restated Bylaws at a duly noticed meeting conducted in accordance with the provisions of the Association's Governing Documents and Florida Statutes.

NOW, THEREFORE, the Association submits the attached Second Amended and Restated Declaration of Condominium and Second Amended and Restated By-Laws for recording in the Official Records of Collier County, Florida.

IN WITNESS WHEREOF, we have set our hands and seals this 19th day of November, 2014.

WITNESSESS

Sign: Kristin Mullan
Print Name: Kristin Mullan

Sign:
Print Name: Adri Hoekstra

THE BOULEVARD CLUB, INC.

By: W. Ned Miller
Print Name: W. NED MILLER
Title: PRESIDENT

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 19th day of November, 2014 by Ned Miller as President of THE BOULEVARD CLUB, INC., a Florida not-for-profit corporation who is personally known to me or who has produced N/A as identification.

NOTARY PUBLIC – STATE OF FLORIDA

By: Brigit Brennan
Print Name: Brigit Brennan
My Commission Expires: 6/18/2016

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BRIGIT BRENNAN
MY COMMISSION # EE205284
EXPIRES June 18, 2016
(407) 398-0153 FloridaNotaryService.com

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SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF THE BOULEVARD CLUB, a Condominium

SUBSTANTIAL REWORDING OF AMENDED DECLARATION
SEE CURRENT AMENDED DECLARATION FOR PRESENT TEXT

WHEREAS, GULF BAY INVESTMENT CO., a Florida corporation (hereinafter the "Developer"), was the owner of the following described real estate situated in the County of Collier and State of Florida, bounded and described as follows-

Lot 3, Block R, The Moorings, unit No. 2, according to Plat Book 3, Pages 83 and 84, Public Records of Collier County, Florida.

WHEREAS, Developer., improved said real properly by the construction thereon of a multi-family structure, known as THE BOULEVARD CLUB, said structure being constructed in accordance with the plans prepared by William W. Zimmerman, Naples, Florida Architect, dated 2-16-73, which are made a part hereof as filed in Condominium Plat Book 5, Page 5, and as amended and modified pursuant to an Amendment to Declaration of Condominium recorded in the official records of Collier County on September 24, 1973, in OR Book 552, Page 286, marked "AMENDMENT TO EXHIBIT 1 TO THE BOULEVARD CLUB, A CONDOMINIUM" consisting of pages one through five, which modifications were recorded contemporaneously with the amendment and found in Condominium Plat Book 5, Page 96, Public records of Collier County, Florida.

WHEREAS, Developer established by the original Declaration of Condominium (Declaration) recorded in the official records of Collier County, Florida on April 25, 1973, at OR Book 522 at Page 723 et.seq., a plan for the individual ownership of real-property estates, consisting of the area of space contained in each "Family Unit" in said multi-family structure, and the co-ownership by the individual and separate owners thereof, as tenants in common, of all of the remaining real property which is hereinafter defined and referred to herein as the "Common Elements."

WHEREAS, Developer leased certain property to THE BOULEVARD CLUB, INC., pursuant to the Thirty-Three Year Lease ("Lease") recorded at OR Book 522, Page 711 of the Public Records of Collier County, which Lease terminated on December 31, 2006, and according to the terms thereof, automatically passed all reversionary rights of the Developer in and to the leased premises (the legal description of which is attached hereto as EXHIBIT 1) to THE BOULEVARD CLUB, INC., including, but not limited to, full legal title and all rights, title, interest and estate, of whatever nature, of the Developer in and to the leased premises and all improvements located thereon.

NOW THEREFORE, in the Declaration of Condominium recorded at OR Book 522, Page 723, et. seq., of the Public Records of Collier County, Florida on April 25, 1973, the

Developer did submit to condominium ownership, that property situated in Collier County, Florida, with the name "THE BOULEVARD CLUB, a Condominium", and more particularly described in:

ATTACHED SCHEDULE ONE

Said Declaration was subsequently amended as follows:

- Amended and Restated Declaration of Condominium recorded at OR Book 1669, Page 2217, et. seq., of the Public Records of Collier County, Florida;
- Restated as Amended Declaration of Condominium recorded at OR Book 2828, Page 1391, et. seq., of the Public Records of Collier County, Florida, and
- Amendment recorded at OR Book 3033, Page 2769 of the Public Records of Collier County.

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The submission of the land to the condominium form of ownership by that document is and will remain effective. By adoption of this Second Amended and Restated Declaration of Condominium, the Association Members hereby adopt certain amendments to the Declaration of Condominium and hereby restate the Declaration of Condominium and its Exhibits in their entirety. By Adoption of this Second Amended and Restated Declaration of Condominium, the members of the Association ratify governance of the property described herein and the attached Exhibits and Schedules hereto under the condominium form of ownership and the provisions of the Florida Condominium Act, Florida Statutes Ch. 718, as same may be amended or renumbered from time to time.

The following Second Amended and Restated Declaration contains the divisions, covenants, restrictions, limitations, conditions and uses to which the above described real property and improvements thereon, consisting of one multi-story building and appurtenances, containing therein thirty-six (36) units, may be put, hereby specifying that said Declaration shall constitute covenants to run with the land and shall be binding upon all owners of all or any part of the said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns:

(A) Division of Property: In order to maintain a plan of condominium ownership of the above-described property and improvements, it is hereby covenanted and agreed that said property is comprised of the following:

(1) UNITS: Thirty-six (36) separately designated and legally described freehold estates or units, consisting of the areas or spaces contained within the perimeter walls of each Family Unit and the horizontal planes of the floors and ceiling elevations, as described in the recorded Plot Plan; the said spaces are hereby defined and referred to herein as "Family Units"; said Units to include individual apartment air-conditioning equipment; the individual Family Units hereby established and which shall be individually conveyed, are numbered as follows:

First Floor: 101, 102, 103, 104, 105 and 106
Second Floor: 201, 202, 203, 204, 205 and 206
Third Floor: 301, 302, 303, 304, 305 and 306
Fourth Floor: 401, 402, 403, 404. 405 and 406
Fifth Floor: 501, 502, 503, 504, 505 and 506
Sixth Floor: 601, 602, 603, 604, 605 and 606

Each Family Unit shall be used only for residential purposes by approved occupant(s), as a single family residence. "Single family" means one (1) natural person, not more than two (2) natural persons, related or unrelated, who customarily reside together as a single family housekeeping unit, or three (3) or more persons, who customarily reside together as a single housekeeping unit, where not more than one (1) such person is not related to each of the others by blood, marriage or adoption. Not more than four (4) persons may reside in a two (2) bedroom unit and not more than six (6) persons may reside in a three (3) bedroom unit. Each Family Unit Owner shall keep and maintain the interior of his Family Unit, the interiors of exterior doors, and all fixtures and appliances located therein, in good condition and repair at all times. Each Family Unit Owner shall keep and maintain any carport or parking space appurtenant to such Family Unit in a neat and orderly condition and solely for such use as a parking area. Any storage locker or compartment appurtenant to such Family Unit shall be maintained in a neat, orderly condition at all times, and the storage of combustibles is prohibited. No curtains, blind or awning, etc., shall be installed without the prior approval of the Board of Directors. A Family Unit Owner shall not individually paint or otherwise decorate or change the appearance of any portion of the exterior of his Family Unit. The installation of an individually owned appliance and any addition to the exterior of the building, including but not limited to radio and television antennas shall first require the approval of the Board of Directors. Repairs to screening within the individual Family Units shall be at owner's expense, unless covered by insurance. No structural changes or alterations shall be made in any Family Unit without prior approval of the Board of Directors, and no change shall be made which would adversely affect the structural soundness of the building, in which such Family Unit is located.

2) COMMON ELEMENTS: All of the real property heretofore described, less and excepting therefrom the "Family Units" hereinabove referred to, is described and referred to herein as the "Common Elements", which definition shall include the multi-family structure and the property upon which they are located; and specifically includes but is not limited to, the land, roofs, main walls, slabs, stairways, staircases, walkways, gardens, pavements, elevators, pipes, conduits, plumbing and other public utility lines, swimming pools, docks and recreation or club room. Notwithstanding any other provisions in this Declaration or in any Exhibit attached hereto or in any other instrument referred to in this Declaration, to the contrary, the term "Common Elements" shall be construed to include

ONLY all of the real property heretofore described, less and excepting therefrom the Family Units hereinabove referred to.

Common walks, stairways, hallways and other common areas shall not be obstructed, littered, defaced or misused in any manner. No signs will be exposed unless first approved in writing by the Board of Directors, but they shall not prohibit the display of signs by the developer until such time as all Family Units have been initially sold. Terraces, walkways, and stairways shall be used only for the purpose intended, and they shall not be used for hanging garments or other objects for cleaning or rugs or other household items. The Association's Board of Director's is hereby authorized to periodically lease docks and the vacant area previously used as a manager's residence for the exclusive use as a Guest Suite by the owners of the Family Units, and the Board of Directors is hereby authorized to charge a reasonable use fee for such exclusive use in an amount to be determined by the Board of Directors. The frequency and duration of such leases shall be determined by the Board of Directors and set forth in a Rule and Regulation.

(3) LIMITED COMMON ELEMENTS: Exhibit 5 prepared by Wilson, Miller, Barton, Soil & Peek. Inc., dated July 25, 1974, consisting of two (2) pages, is hereby made a part of the Declaration of Condominium and is filed in Condominium Plat Book 7, Page 96, in the Public Records of Collier County, Florida. It is recited there is an under building parking space on the Ground Floor, reserved for each Family Unit; such parking spaces are numbered 1 thru 36 and are as located on the aforementioned Exhibit 5; each initial deed of conveyance shall contain the number of the parking space which shall be for the sole use of the Family Unit described in such deed of conveyance; and each such parking space shall be known as a "Limited Common Element". Parking spaces are appurtenant to the Family Unit to which they are assigned, and may not be transferred separately from the Family Unit. Family Unit Owners may not exchange or "swap" assigned parking spaces. However, with the prior written approval of the Board, parking spaces may be leased or rented by one Family Unit Owner to another Family Unit Owner, provided that such lease or rental automatically terminates with the transfer of either unit. The storage closet allocated to the use of the appropriate Family Unit, all as shown on the aforementioned Exhibit 5, shall be for the sole use of such Family Unit and shall be known as a "Limited Common Element".

(B) Ownership of Units: For the purpose of this Declaration, the ownership of each Family Unit shall include as an appurtenance a 1/36th undivided interest in the Common Elements and also the Limited Common Elements allocated to such Family Unit. Each such Family Unit, together with such appurtenances, is defined and hereinafter referred to as the "Condominium Parcel." The respective undivided interests conveyed with the respective Family Units cannot be changed, altered or amended, and the undivided interest in the Common Elements, applicable Limited Common Elements, and the fee simple title to the respective Family Units shall not be separately conveyed or be

separated, and each such appurtenance shall be deemed, conveyed and/or encumbered, though the description in the instrument of conveyance or encumbrance may refer to said interest as the Family Unit only.

(C) Survey and Plot Plan: A survey or plot of the above-described real property, prepared by WILSON, MILLER, BARTON & SOLL, INC., Naples, Florida, dated Nov. 1972 is filed in the Condominium Plat Book 5, Page 5 of the Public Records of Collier County, Florida.

(D) Voting Rights: The Owner of each Family Unit shall be entitled to one (1) vote in THE BOULEVARD CLUB, INC., A CONDOMINIUM CORPORATION, a non-profit Florida corporation, which corporation is hereinafter referred to as the "Association", and shall remain a non-profit corporation. If ownership is held by more than one (1) person, then such ownership collectively shall still be entitled to only one (1) vote, which vote may be cast by any one of such owners, as agent for all such owners. The title to any Family Unit may only be held in the name of a corporation pursuant to the provisions of (E) (17) of this Declaration. A copy of the Articles of Incorporation for THE BOULEVARD CLUB, INC., is attached as Exhibit No. 2.

(E) Use Restrictions: Owners of the Family Units, by the acceptance of their deeds, do covenant and agree as follows:

(1) PARTITION. That the Common Elements shall remain undivided, and no Owner shall bring any action for partition, so long as the structure in question shall be utilized as a residential condominium apartment building.

(2) SUBDIVISION OF UNITS. Each Family Unit shall not be physically further subdivided, shall be used and occupied in the manner provided for in the Association's Governing Documents (Declaration of Condominium, By-Laws, Articles of Incorporation and Rules and Regulations, all as may be amended from time to time) and only as a private dwelling.

(3) UNIT BOUNDARIES. Each Family Unit shall include a cubicle encompassed by the horizontal and vertical boundaries of that Unit as shown on the recorded Plot Plan, without regard to any deviation in actual construction or deviations through subsequent movements in the building; ownership of a Family Unit includes ownership of ail material covering the interior surface of the concrete block; Family Unit boundary walls which are wholly within the boundaries of a Family Unit; all floor materials above the finished concrete floor slab or other flooring, all ceiling materials and all other property of every nature lying wholly within a Family Unit which is not of necessity or otherwise reserved as a part of the Common Elements; whenever a Family Unit has attached thereto a portion of the building serving only that particular Family Unit, the boundaries of such Family Unit shall include all of such structure, insofar as use is concerned.

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(4) EASEMENTS AND ENCROACHMENTS. If any portion of the Common Elements encroaches upon any Family Unit, or if any Family Unit encroaches upon another Family Unit or portion of the Common Elements, a valid easement for such encroachment and for the maintenance of same, so long as it stands, shall and does exist; in the event the structure is partially or totally destroyed, and then rebuilt, the owners of the Family Unit agree that similar encroachments due to such reconstruction, shall be permitted, and that a valid easement for such encroachments and their maintenance shall exist.

(5) MEMBERSHIP. That an Owner of any Family Unit shall automatically become a member of the Association and remain such a member until his Family Unit ownership cease for any reason, at which time his membership in the Association shall automatically cease.

(6) EASEMENTS OF SUPPORT. Every portion of a Family Unit contributing to the support of the structure shall be burdened with an easement of support for the benefit of all other Family Units and Common Elements.

(7) OWNERSHIP OF COMMON SURPLUS. Each Family Unit shall also own an undivided interest, according to the Schedule in attached Exhibit No. 4, in the "Common Surplus" of the Association being the excess of receipts of the Association over the amount of common expenses for which the owners are liable to the Association.

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(8) BY-LAWS. Each and every Owner of a Family Unit shall comply with the provisions of this Declaration and of the By-Laws of the Association, which are attached as Exhibit No. 3, and by this reference incorporated herein, including any amendments to such By-Laws lawfully adopted; and failure to comply with the same shall be grounds for an action to recover sums due for damages or for injunctive relief.

(9) AMENDMENTS TO DECLARATION. Any amendment to this Declaration which affects; the size and/or location of a Family Unit; the size and/or location of the Common Elements and the Limited Common Elements; the allocation of operating and rent assessments and of corporate surplus among the Family Unit Owners; and membership voting rights in the Association; shall, in each and every instance, require the consent of ALL the Owners of the Family Units and of all the mortgagees holding mortgages covering Family Units. Any other amendment, as to any portion of this Declaration, may be approved by the Owners of at least twenty-seven (27) Family Units at a duly called meeting of the Owners, and when so approved and recorded in the Public Records of Collier County, Florida, shall be binding upon ALL Family Unit Owners and ALL mortgagees of such Family Units.

(10) ASSESSMENTS. The owner of a Family Unit shall pay his pro-rata share of the aforementioned "operating" assessment and of the aforementioned "operating" assessment according to the Schedule in attached Exhibit. 4.

Assessments shall be paid to the Association quarterly. They shall be due and payable by each Family Unit Owner within ten (10) days of the Due Date. The Due Date shall be the first day of each quarter. All assessments shall be paid to the Association promptly and any assessment not received by the Association by the tenth (10^{th}) day following the Due Date shall be deemed Past Due. Any Assessment that is past due shall bear interest at the highest rate allowed by law as amended from time to time from its Due Date until paid in full. In addition to such interest, the Association may charge an administrative late fee in an amount up to the greater of twenty five dollars ($25.00) or five percent (5%) of each delinquent installment for which the payment is late, or such greater amount as may be permitted by law as amended from time to time. Joint owners of any Family Unit shall be jointly and severally liable for the full amount of any such assessment in the event any assessment is not paid when due.

(11) ASSOCIATION LIEN RIGHTS. The Association has a lien on each Family Unit to secure the payment of Assessments. Such lien is effective from and shall relate back to the recording of the original Declaration of Condominium. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the public records of the county in which the condominium parcel is located. Such lien secures ALL Assessments and charges, and installments thereof by the Association which remain unpaid after the Due Date, together with interest and administrative late fees thereon. The Association's lien may be foreclosed in the same manner as a mortgage, and in such a foreclosure (1) the Association shall be entitled to recover reasonable attorney's fees, costs of collection and (2) may be the bidder and purchaser of the Family Unit at the foreclosure sale. If the Association becomes the owner of the Family Unit, the Board of Directors shall have the right to hold, lease and/or sell such Family Unit upon such terms as it deems best.

(12) LIABILITY FOR ASSESSMENTS. A Family Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale, or by deed in lieu of foreclosure, is liable for all assessments which come due while he or she is the owner. Additionally, a Family Unit Owner is jointly and severally liable with the previous owner(s) for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous owner the amounts paid by the Owner. The liability of a first mortgagee or its successor or assignees who acquires title to a Family Unit by foreclosure or by deed in lieu of foreclosure, for the unpaid assessments that became due before the mortgagee's acquisition of title is determined by Florida Statutes, as same may be amended from time to time.

(13) EXEMPTION FROM ASSESSMENTS. No owner shall exempt himself from liability for any assessment, by waiver of the use and/or enjoyment of any Common Element, or by abandonment of his Family Unit.

(14) TRANSFER OF OWNERSHIP. In keeping with the policy of maintaining a community of congenial residents, to protect property values, and for the benefit of all residents and Owners of Family Units in the condominium, the conveyance, sale and mortgaging of a Family Unit by any Owner or such Owner's estate shall be subject to the following restrictions:

(a) Forms of Ownership:

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

(2) Co-Ownership. Co-ownership of Family Units may be permitted. If the co-owners are other than husband and wife, the Board shall condition its approval upon the designation of one (1) approved natural person as "primary occupant." The use of the Family Unit by other persons shall be as if the primary occupant were the only actual Owner. Any changes in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one (1) such change will be approved in any calendar year. No time share estates may be created. "House Sharing" by multiple families is prohibited.

(3) Ownership by Corporations, Partnerships or Trusts. A Family Unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Family Unit may be used as a short-term or transient accommodations for several individuals or families. The approval of a partnership, trustee, or corporation or other entity as a Family Unit Owner shall be conditioned upon designation by the Owner of one (1) natural person to be the "primary occupant." The use of the Family Unit by other persons shall be as if the primary occupant were the only actual Owner. Any change in this primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one (1) such change will be approved in any twelve (12) month period, except as such

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change may be related to a bona fide transfer by sale or gift as elsewhere set forth.

(4) Life Estate. A Family Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved as provided below. In that event, the life tenant shall be the only member from such Family Unit, and occupancy of the Family Unit shall be as if the life tenant were the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Board of Directors The life tenant shall be liable for all assessments and charges against the Family Unit. Any vote, consent or approval required by the Condomimum Documents or law may be given by the life tenant alone, and the vote, consent or approval of the holders of the remainder interest shall not be required. If there is more than one (1) life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights.

(b) Transfers Subject to Approval.

(1) Sale or Other Transfers. No Family Unit Owner may dispose of a Family Unit or any interest in same by sale, or other transfer, without approval of the Board of Directors. No Family Unit Owner may dispose of a Family Unit or any interest therein by any other method of transfer of legal or equitable title (including agreement for deed, installment sales contract, lease-option or other similar transactions) without prior written approval by the Board of Directors.

(2) Gift. If any person is to acquire his title by gift, the continuance of his ownership of his Family Unit shall be subject to the approval of the Board of Directors. Notice must be given at least thirty (30) days prior to the intended closing or transfer date.

(3) Devise or Inheritance. If any person acquires or is to acquire his title by devise or inheritance, the continuance of his ownership and his right to occupy or use the Family Unit shall be subject to the approval of the Board of Directors. Notice must be given thirty (30) days prior to the closing or transfer date, where legally possible.

(4) Other Transfers. If any person acquires his title by any manner not considered in the foregoing subsections, the continuance of his ownership of such Family Unit shall be subject to the approval of

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the Board of Directors. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the unit before being approved by the Board of Directors under the procedures outlined herein.

(5) Any lessee of any Family Unit shall be approved by the Board of Directors prior to the commencement of the term of the Lease. Every lease shall be on a form approved by the Board of Directors. No lease shall be for a term of less than ninety (90) days or for more than six (6) months. No Family Unit may be leased more than once in any period of twelve (12) consecutive months.

(c) Approval by Board of Directors. The approval of the Board of Directors that is required for the transfer of ownership of Family Units or for the rental of any Family Unit shall be obtained in the following manner:

Notice to Board of Directors

(1) Sale or Lease. A Family Unit Owner intending to make a bona fide sale or lease of his Family Unit or any interest in it shall give to the Board of Directors notice of such intention, together with the name and address of the intended purchaser/lessee, an executed copy of the purchase contract or lease and its exhibits and such other information concerning the intended purchaser/lessee and the transaction as the Board of Directors may reasonably require.

(2) Gift, Devise or Inheritance; Other Transfers. A person who is to obtain his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Board of Directors notice of the intention to acquire, together with such information concerning the Family Unit Owner as the Board of Directors may reasonably require.

(4) Failure To Give Notice. If the above required notice to the Board of Directors is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Family Unit, the Board of Directors at its election and without notice may approve or disapprove the transaction or ownership or lease. If the Board of Directors disapproves the transaction or ownership or lease, the Board of Directors shall proceed as if it had received the required notice on the date of such disapproval.

Certificate of Approval

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(1) Sale or Lease. If the proposed transaction is a sale or lease then within thirty (30) days after receipt of such notice and information, including a personal interview if requested by the Board of Directors, the Board of Directors must either approve or disapprove the proposed transaction.

(2) Gift, Devise or Inheritance; other Transfers. If the Family Unit owner giving notice has acquired or is to acquire his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information the Board of Directors must either approve or disapprove the continuance of the Family Unit Owner's ownership of his Family Unit.

(d) Approval of Occupant. If the purchaser/lessee or grantee/donee/legatee is a corporation, partnership, trust, some other entity, or more than one (1) individual who are not husband and wife, the approval of ownership by the corporation, partnership, trust, other entity or multiple persons shall be conditioned upon approval of a Primary Occupant.

(e) Disapproval by Board of Directors. If the Board of Directors shall disapprove a transfer of ownership or lease of a Family Unit, except for good cause as specified below, the matter shall be disposed of in the following manner:

(1) Sale or Lease. If the proposed transaction is a sale or Lease within thirty (30) days after receipt of notice of such pending sale or lease and receipt of all information reasonably requested in connection therewith, the Board of Directors may, in its sole discretion, elect to deliver or mail by certified mail to the Unit owner an agreement to purchase or lease the Family Unit concerned by a purchaser or lessee approved by the Board of Directors (including the Association itself) who will purchase or lease and to whom the Family Unit Owner must sell or lease the Family Unit upon the following terms:

(i) The price/rent to be paid shall be that stated in the disapproved contract to sell or lease, or shall be a new price/rent mutually agreed upon between the Board of Directors and the Family Unit Owner, or if such price/rent cannot be mutually agreed upon, then the price/rent shall be the fair market value determined in accordance with the then existing rules of the American Arbitration Association' except that the arbitrators shall be three (3) appraisers, one (1) of whom shall be appointed by the

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Family Unit Owner and the second of whom shall be appointed by the Board of Directors, and the third of whom shall be appointed by the first two appraisers heretofore mentioned, who shall base their determination upon an average of their appraisals of the Family Unit; and a judgment of specific performance of the sale or Lease upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

(ii) The purchase price shall be paid in cash. The sale shall be closed within forty-five (45) days after the delivery or mailing of the agreement to purchase, or within fifteen (15) days after the determination of the sale price if such is by arbitration, whichever is the later. If the Board of Directors shall fail to provide a purchaser or lessee in the manner provided, or if a purchaser or lessee furnished by the Board of Directors shall default in his agreement to purchase or lease then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Board of Directors shall furnish a certificate of approval.

(f) Gifts, Devise or Inheritance; Other Transfers. If the Family Unit Owner or other person giving notice has acquired or is to acquire his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the Family Unit Owner or other person of the notice and information required to be furnished, the Board of Directors may, in its sole discretion, elect to deliver or mail by certified mail to the Family Unit owner an agreement to purchase the Family Unit concerned by a purchaser approved by the Board of Directors (including the Association itself) who will purchase and to whom the Family Unit Owner must sell the Family Unit upon the following terms:

(1) The sale price 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. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be three (3) appraisers, one of whom shall be appointed by the Board of Directors and the other of whom shall be appointed by the Family Unit Owner and the third of whom shall be appointed by the first two (2) appraisers heretofore mentioned, who shall base their determination upon an average of their appraisals of the Family Unit; and a judgment of specific performance of the sale upon the

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award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

(2) The purchase price shall be paid in cash. The sale shall be closed within forty-five (45) days after the delivery or mailing of the agreement to purchase, or within fifteen (15) days after the determination of the sale price if such is by arbitration, whichever is the later. If the Board of Directors shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Board of Directors shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Board of Directors shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Collier County, Florida at the expense of the Family Unit Owner.

(g) Disapproval for Good Cause. Approval of the Board of Directors shall be withheld only if a majority of the whole Board so votes. The Board shall consider the following factors and may confer freely with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval:

(1) The application for approval on its face, or subsequent investigation thereof indicates that the person seeking approval (which shall hereinafter collectively include all proposed record title holders and Family Unit occupants) intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium.

(2) The person seeking approval (which shall include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;

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

(4) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium as a tenant, Family Unit owner or occupant of a Family Unit;

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(5) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;

(6) The Family Unit owner requesting the transfer has had fines assessed against him or her which have not been paid; or

(7) All assessments and other charges against the Family Unit have not been paid in full.

(8) The proposed transfer to the person seeking approval would result in that person owning the Family Unit for purposes unrelated to bona fide single family residential purposes by that person. The Board shall consider the provisions of Section 11.14 of the By-Laws in disapproving any proposed transfer pursuant to this Section.

(9) The proposed transfer to the person seeking approval would result in that person owning legal or beneficial title, or any other ownership interest in more than two (2) Family Units in this condominium.

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The intent of subparagraphs (8) and (9) of Article (E)(14)(g) of the Declaration is to avoid the sale and purchase of Family Units for investment or other purposes unrelated to the use of the Family Unit for bona fide single family residential dwelling purposes in order to prevent a transient and/or hotel/motel atmosphere in the condominium.

If the Board disapproves a prospective transfer or lease on the grounds for disapproval set forth above, the Board of Directors shall have no duty to purchase/lease the Family Unit or furnish an alternate purchaser/lessor, and the transaction shall not be made. Neither the Association nor the Board of Directors, nor any officer or any member of any Association Committee shall be legally responsible or liable in any manner for compensatory damages, or otherwise, to any Family Unit Owner, prospective purchaser/lessor, real estate broker or agent, or any other person as a result of any action taken or failure to act by such parties relative to decisions made hereunder, so long as such acts, determinations or non-actions were made in good faith.

(h) Transfer Fee. The Board of Directors may charge a processing fee for the approval of transfers of title or leases. The fee may not exceed the maximum permitted by law per transaction.

(i) Mortgage. No Family Unit Owner may mortgage his Family Unit nor any interest in it without the approval of the Board of Directors except a first mortgage to a bank, life insurance company, or a savings and loan association, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Board of Directors, including but not limited to such party's subordination of their lien to the assessment of the Board of Directors.

(j) Unauthorized Transactions. Any sale, lease, mortgage or other transfer of ownership or possession not authorized pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Board of Directors.

(15) GUESTS. A "guest" is defined as a person who enters upon the condominium property at the invitation of a Family Unit Owner or approved Lessee (or their respective families) for the purpose of visiting the Family Unit Owner or Lessee (or their respective families), occupying the condominium Family Unit, or utilizing the Condominium Property. Use or visitation without consideration (payment) distinguishes a guest usage from a tenancy. There are various types of guest uses, which are regulated as follows:

(a) Non-Overnight Visitation by Guests When Family Unit Owner is in Residence. There is no restriction against this type of guest usage, provided that same does not create a nuisance or annoyance to other condominium residents, nor prevent their peaceful enjoyment of the premises. Non-overnight guests need not be registered with the Association. Non-overnight guests shall be entitled to use the Condominium facilities only when accompanied by the Family Unit Owner or Lessee (or an adult resident member of the Family Unit Owner's or Lessee's family). The Board may establish additional restrictions on non-overnight guest usage of Condominium facilities, such as maximum numbers of guests who may use common facilities, maximum numbers of common facility usages per guest, and the like.

(b) Overnight Guests When Family Unit Owner or Lessee is in Residence. Family Unit Owners and Lessees (and their respective families) may have related or unrelated overnight guests, so long as the Family Unit Owner or Lessee is in residence. Overnight Guests must register at the Manager's Office, No one person may be an Overnight Guest more than thirty (30) nights per calendar year. Under no circumstances may more than six (6) persons (including the Family Unit Owner or Lessee and their families) sleep overnight in a 3-bedroom Family Unit, nor more than four (4) persons sleep overnight in a 2-bedroom Family Unit, unless otherwise approved by the Board. Overnight guests use of Condominium facilities is

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subject to the same provisions as use of Condominium facilities by Non-Overnight Guests.

(c) Non-Overnight Guests in the Absence of the Family Unit Owner or Lessee. Family Unit Owners and Lessees are not permitted to have non-overnight guests when the Family Unit Owner or Lessee is absent from the condominium. Family Unit Owners and Lessees may have their Family Units inspected by caretakers, family members, etc. However, such individuals shall not be permitted to use Condominium facilities, such as recreational facilities.

(d) Overnight Guests in the Absence of the Family Unit Owner or Lessee. Family Unit Owners and Lessees are permitted to have overnight guests in the absence of the Family Unit Owner or Lessee subject to the following conditions, and such other rules and regulations as may be deemed necessary by the Board to effectuate the residential, non-transient nature of this Condominium:

(1) Non-Related Overnight Guests in the absence of the Family Unit Owner or Lessee will be treated in the same manner as a tenancy, including prior approval by the Board of Directors, agreement to abide by the condominium restrictions, the right to evict for non-compliance with the condominium restrictions, and the like. There is no minimum length of stay required for non-related guests, and there is a maximum fourteen (14) day stay for non-related overnight guest occupancies in the absence of the Family Unit Owner. Provided, further, that no more than two (2) non-related guest occupancies shall be permitted during any calendar year. Not more than four (4) persons may reside in a two (2) bedroom Family Unit and not more than six (6) persons may reside in a three (3) bedroom Family Unit.

(2) Related Overnight Guests may occupy a Family Unit in the absence of the Family Unit Owner or Lessee. Prior written notice to the Association is required. There shall be no minimum stay requirement for Related Overnight Guests, and there is a maximum of fourteen (14) day stay for related guest occupancies in the absence of the Family Unit Owner or Lessee. Overnight Guest Occupancies in the absence of the Family Unit Owner or Lessee shall be limited to two (2) persons per bedroom, unless otherwise approved by the Board of Directors. For the purpose of this clause, "related" means all persons (and their family, as defined above) staying in the Family Unit on an overnight basis, in the absence of the Family Unit Owner or Lessee, who are related to the Family Unit Owner, Lessee, or primary occupant (by blood, marriage or

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adoption) to the following degree: parent, grandparent, child, grandchild or sibling.

(3) Additional Board Authority:

(i) The Board may promulgate such rules, policies, and procedures as are necessary to implement this Article. In the event that Family Unit Owners or Lessees are suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as guest occupancies, the Association may require proposed guest occupants to submit proof of familial/relationship, an affidavit as to absence of payment for the right to occupy the premises, and the like.

(ii) The Board, in its sole discretion, may permit Overnight Guests to occupy a Family Unit for more than thirty (30) nights per year when the Family Unit Owner is in residence if the Board determines that the particular factual situation justifies the extension of time of occupancy. Any such extension of the thirty (30) night Overnight Guest restriction may be granted for additional periods of time and upon such terms and conditions established by the Board, in its discretion. The grant of any such extension shall not obligate the Board to renew such extension beyond its initial term; nor shall any such grant of extension be deemed a precedent as to a request for such an extension by the owner of any other Family Unit. Each factual situation shall at all times be considered on its own merits by the Board.

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(16) NON-ENFORCEMENT/NO WAIVER. The Failure by the Association or any Family Unit Owner to enforce any right contained in this Declaration, the Articles of Incorporation or the By-laws, shall not constitute a waiver of the right to do so thereafter.

(17) TERMINATION OF CONDOMINIUM. Upon a termination of the Condominium ownership, the condominium property and all interest therein and/or appurtenant thereto shall be thereafter owned in common by the thirty-six (36) Family Unit Owners, with each such Owner owning an undivided 1/36th interest.

(F) Insurance: In order to adequately protect the condominium complex and its several Family Unit Owners against the elements and other insurable risks, the following provisions shall govern as to insurance.

(1) Authority to Purchase. Concerning authority to purchase insurance:

(a) The Board of Directors is hereby authorized to purchase insurance for the benefit of the Association, each Family Unit Owner and their respective mortgagees, all as their respective interests may appear; and with provisions to issue certificates of insurance as may be requested by mortgagees and/or owners;

(b) The cost of all such insurance so purchased shall be paid by the Association as a normal operating expense; and

(c) Family Unit Owners shall obtain any desired insurance on their own personal property for their personal liability and for additional living expenses, all at their own expense, such personal liability insurance should contain a waiver of subrogation as to the Association and other Family Unit Owner.

(2) Physical damage insurance coverage:

(a) Property insurance with "all risk" perils including the perils of flood and windstorm shall be obtained by the Board of Directors, covering all buildings and improvements on the condominium complex, including personal property that is a part of the Common Elements, together with bathroom and kitchen equipment initially installed (except as provided below), together with all air conditioning and other service machinery and equipment (except as provided below), but excluding foundations and excavating costs. As provided by law, the Association shall not insure the following items: Family Unit floor coverings, wall coverings or ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters or built-in cabinetry, if located within the boundaries of the Family Unit;

(b) The amount of coverage shall be at least the full replacement value of the buildings without deduction for depreciation;

(c) The named insured shall be the Association, the owners of all Family Units and mortgagees of record; all as their respective interests may appear;

(d) The policy or policies shall contain a New York standard mortgage clause in favor of each mortgagee of a Family Unit, providing for payment of loss thereunder to such mortgagee as interest may appear, subject to loss payment provisions provided elsewhere herein;

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(e) Plate-glass insurance to cover exterior and interior plate-glass (optional with the Board of Directors);

(f) All policies of physical-damage insurance should preferably contain:

(1) waiver of subrogation as to the Association, its officers, and agents, all owners of Family Units and their families, servants, and guests,

(2) waiver of defense based upon co-insurance,

(3) waiver of defense based upon invalidity resulting from any act of the insured,

(4) the policy may not be cancelled or substantially modified without at least ten (10) days prior written notice to the insured and all mortgagees;

(g) The original and duplicate originals of physical-damage policies, and all renewals thereof, shall be delivered to the Board of Directors, and to each mortgagee at least ten days prior to expiration of the then current policies; when required, proof of payment of premium may be submitted therewith;

(h) Prior to obtaining any physical-damage policy, the Board of Directors may obtain an appraisal of the full replacement value of the buildings and other land improvement value of the buildings and other land improvements, including all Family Units and all Common Elements, without deduction for depreciation, to determine the amount of insurance to be carried; and

(i) Such other coverage as the Board of Directors may deem advisable.

(3) Liability, Casualty and Other Insurance:

(a) Public liability insurance covering the Association, each member of the Board of Directors, and any other officer, agent, and/or employee of the Association that the Board of Directors wishes to have named as a co-insured, in the amount of not less than $1,000,000.00, for bodily injury and property damage, to one person or to more than one person or to property, arising out of a single event; such a policy should:

(1) cover cross liability claims of one insured against another,

(2) cover waiver of subrogation as to owners, their families, servants, and guests,

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(3) cover water damage legal liability.

(4) cover on an "occurrence" basis,

(5) stipulate that the average is not affected or diminished by reason of any insurance carried separately by an owner of any Family Unit; and

(b) Such other coverage as the Board of Directors may deem advisable.

(4) Insurance Loss Proceeds:

(a) The insurance trustee shall be a Bank with its principal place of business in Collier County, Florida, to be named by the Board of Directors, and which may be changed from time to time by the Board;

(b) Fees and expenses of such trustee shall be considered a common expense of the Association and paid as such;

(c) The duty of the trustee shall be only to receive the proceeds paid to and to hold and disburse the same, for the benefit of the insured and mortgagees, pursuant to the provisions of this Paragraph;

(d) The proceeds shall first be applied to the trustee fees and expenses, and then to the cost of reconstruction and repairs; any remainder shall be paid to the owners and their mortgagees as their respective interests may appear;

(e) The Board of Directors is irrevocably appointed as agent for each owner of a Family Unit and for each mortgagee to adjust all claims not exceeding $50,000.00, and to execute and deliver releases upon payment of claims; this appointment shall not apply to the settlement of claims relative to any owner's personal property or to any additions and/or alterations installed by an owner; the adjustment and settlement of any claim over $50,000.00 shall require the approval of both a majority of the Board of Directors and a majority of the membership; and

(f) In the event any insured loss does not exceed $10,000.00 the proceeds in settlement thereof shall be paid directly to the Association for the purpose of repairing, restoring and/or rebuilding the damaged areas.

(5) Partial Loss. So long as at least six (6) Family Units are habitable after a casualty, the loss shall be deemed partial and shall be repaired unless all the Family Unit owners elect to terminate the condominium. Repairs shall be under the supervision and control of the Board of Directors, and shall be such as to

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restore the building and other improvements as much as possible to their state and condition immediately before the loss; in the case of substantial damage, the services of a registered architect shall be engaged relative to such repairs.

(6) Insufficient Insurance Proceeds. In the event the insurance proceeds are insufficient to pay the trustee's fees and expenses and to make needed repairs and the Association is obligated to make such repairs, the Board of Directors shall assess each Family Unit Owner his pro-rata share of such deficiency, with all funds so collected to be deposited with and disbursed by the insurance trustee the same as if they were insurance proceeds.

(G) Termination. THE BOULEVARD CLUB shall cease to exist as a condominium when:

(1) There is a destruction of improvements by fire or other casualty as a result of which only one (1) Family Unit is habitable, and the owners of all recorded mortgagees do NOT elect to reconstruct the improvements; or

(2) All the Family Unit Owners together with the holders of all recorded liens elect to terminate the condominium.

Evidence of such termination shall be by resolution of the Association recorded in the Public Records of Collier County, Florida, and at such time each owner of a Family Unit shall deliver to the Association his deed of conveyance for his Family Unit in which the Association is named as Grantee; the Board of Directors shall then proceed to dispose of all of the property of the Association, upon terms satisfactory to the owners and recorded lien holders, and the proceeds remaining after such disposition shall be paid to the Owners and recorded lien holders in accordance with each owner's pro-rata 1/36th undivided interest; any lien holder shall be paid in full before any payment is made to the owner of the encumbered Family Unit; should any owner fail for any reason to execute and deliver the required deed of conveyance, the Board of Directors shall have the authority to compel compliance in a court of equity.

(H) Severability. Invalidation of any of the provisions of this Declaration shall not affect the validity of any other provision herein.

(I) Mortgaging of Family Units. Every mortgage of a Family Unit (including subsequent assignment thereof), other than to an institutional lender or the Seller of the Family Unit, shall be subject to prior approval by the Board, which approval can be upon conditions determined by the Board or may be arbitrarily withheld. No mortgage insured by the Federal Housing Administration and/or the Veterans Administration shall be permitted, and each Family Unit Owner waives any right to execute such a mortgage hereby.

(J) Gender. Whenever the context requires or admits, the masculine shall include the feminine and/or neuter, and the singular shall include the plural.

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(K) Material Alterations and Substantial Additions. Except as otherwise provided by Law or the provisions of this Declaration, no material alteration or substantial addition to the common elements or to real property which is association property may be undertaken by the Association, or any Family Unit Owner, without prior approval of such alteration or addition having been obtained from two-thirds (2/3) of the total voting interests of the Association. Consent may be obtained by vote through use of limited proxies at a duly called meeting of the membership.

(L) Cable Television Services. The Association may contract with a duly franchised cable television service provider, pursuant to bulk contract, for provision of cable television serve to all Family Unit Owners within the condominium. The costs of such contract, and the manner of collection, shall be as specifically provided for in the Association's By-Laws.

(M) Applicable Law. Notwithstanding any provisions of the Association's governing documents to the contrary, the Association hereby adopts by reference all current provisions of the Florida Statutes as they exist as of the date of the recording of this document, as well as, all future amendments to the Florida Statutes, it being the intent of the Association to be governed by all current provisions of the Florida Statutes, as amended from time to time.

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(N) Nuisance. A Family Unit Owner shall not use or permit the same to be used in any manner which would be disturbing, detrimental or a nuisance to the other residents of the Association or injurious to the reputation of the condominium complex, the use of each and every Family Unit shall be consistent with existing law, these By-Laws, the Articles of Incorporation, and the Declaration of Condominium. Nothing (especially gasoline or inflammable and/or explosive chemicals) may be kept or stored in any Family Unit or storage closet (whether inside or outside the Family Unit, in the hall or on the ground floor), nor shall any member, his family, guests or lessees use any of the above areas for any activity or hobby which may:

(1) Create any noise or odor which may be considered objectionable or offensive to any person residing in or occupying any other Family Unit; or to the Board of Directors;

(2) Adversely affect audio/video, Wi-Fi and/or radio performance and/or reception in any portion of the building;

(3) Create any fire hazard or danger to explosion (spontaneous or otherwise); and/or

(4) Violate any municipal, county, state or federal ordinance, law or regulation or create any problem from an insurance standpoint.

(5) Except as otherwise provided in this Subsection, no person shall engage in the smoking of any lawful tobacco product including, but not limited to, any smoking or tobacco type product which may become lawful subsequent to the recordation of this amendment in Public Records of Collier County, Florida, within or upon any portion of the Condominium Property or Association Property including, but not limited to, the Common Elements, Limited Common Elements, and any Family Unit including any balcony or terrace appurtenant to any Family Unit.

For purposes of this Subsection, the term "smoking" includes the act of inhaling, exhaling, burning, carrying or possessing any lighted tobacco product including, but not limited to, cigars, cigarettes, pipe tobacco, or any other similar product, and; the term "person" means any "Domestic Partner", "Guest", "Visitor", "Invitee", "Member", "Occupant", "Family Unit Owner's Immediate Family", "Primary Occupant", "Tenant or Lessee", or "Family Unit Owner" (as such terms are defined in Section "1" of this Declaration).

Notwithstanding the foregoing, the Board may, in its sole discretion, establish outdoor areas where smoking may be permitted.

Except as provided in this Subsection, as of the date of the recordation of this amendment in Public Records of Collier County, Florida, the prohibition against smoking set forth in this Subsection shall apply to all present and future Family Unit Owners, and their Guests, Visitors, Invitees, Members, Occupants, Family Unit Owner's Immediate Family, Primary Occupants, Tenants or Lessees of such Family Unit Owners, while on the Condominium Property or Association Property.

Notwithstanding the foregoing, a Family Unit Owner of record as of the date of recordation of this amendment in Public Records of Collier County, Florida, on behalf of themselves, or their currently residing Guest, Visitor, Member, Occupant, Family Unit Owner's Immediate Family, Primary Occupant, Tenant or Lessee (but in no instance, an Invitee of a Family Unit Owner) may request from the Association's Board of Directors an "Exemption Status" from the smoking prohibition set forth herein. Such requests must be submitted to the Association, in writing, on the Form approved by the Association's Board of Directors no later than sixty (60) days from the recordation of this amendment in Public Records of Collier County, Florida confirming that they currently engage in the practice of smoking. An Exemption Status issued for a currently-residing Tenant shall expire at the end of the then existing Lease. Any renewal of such Lease shall not be eligible for an Exemption Status.

Family Unit Owners who take title to their Family Units subsequent to the date of recordation of this amendment in Public Records of Collier County, Florida, are not eligible for an "Exemption Status" for themselves, nor their Guest, Visitor,

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Member, Occupant, Family Unit Owner's Immediate Family, Primary Occupant, Tenant or Lessee.

Notwithstanding the foregoing, all persons who receive an "Exemption Status" may only engage in smoking inside their respective Family Unit or any outdoor designated smoking area which may be established by the Board of Directors from time to time, but may not engage in smoking upon any balcony or terrace appurtenant to any Family Unit. In addition, as a condition for the granting of any "Exemption Status", the Board of Directors may require the installation of a filtration system approved by the Board of Directors within the designated Family Unit for purposes of mitigating the intrusion of smoke into other Family Units or the Common Elements.

(6) No pets of any kind are permitted in any Family Unit.

(O) Responsibility for Damages and Charges. Each Owner of a Family Unit shall be liable for any and all damage to exclusive and/or common property which shall be caused by such owner, his tenant guests and/or invitees; and to the extent that such damages are not covered by insurance proceeds, such owner shall be assessed for the cost of repairs, and the same shall be a lien against his Family Unit for such owner and may be enforced as other liens provided for in the Declaration of Condominium. Each Family Unit Owner shall promptly pay when due all repair bills and/or utility bills which are separate charges against his Family Unit.

(P) Floor Coverings and Soundproofing. All Family Units situated above the first floor shall always have the floors covered with wall-to-wall carpeting, except in kitchens, bathrooms and entrance foyers. A heavy padding of not less than 68 ounces in weight must be used. Kitchens, bathrooms and entrance foyers must have appropriate floor coverings to minimize noise. Where vinyl or tile is used, it must be a cushion-back type. Any owner who desires to install any hard-surface floor coverings (e.g. marble, ceramic, tile, slate, hardwood floors, etc.) in place of carpeting shall notify the Board of Directors and obtain the Board of Directors' approval prior to making such installation, and shall be required to install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining Family Units, and shall additionally install caulking in the areas where the hard-surface floor covering and the walls and/or baseboards adjoin in order to substantially reduce the transmission of noise to adjoining units. Where cork is used as the sound absorbent underlayment, a minimum of 1/4 inch thickness of cork shall be installed under any hard-surface flooring. Where other sound-absorbent underlayments are used (e.g. sound-absorbent grout and mortar materials similar to Laticrete), such materials shall meet or exceed the industry standards for insulations which effectively reduce both impact sound and airborne sound from floor to floor. Accompanying the owner's application to install the floor materials shall be a written description of the intended installation, together with such supporting documentation as the Board of Directors may reasonably require in order to render a decision. The Board of Directors shall have thirty (30) days from the receipt of the

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written notice and all supporting materials in which to render a decision. If prior notice and approval is not obtained from the Board of Directors, the Directors may, in addition to exercising all the other remedies provided for in this Declaration for breach of any of the provisions hereof, require such unit owner to cover all non-conforming work with carpeting, or may require removal of such non-conforming work, at the expense of the offending Family Unit Owner.

(Q) Parking. Only privately owned, non-commercial passenger vehicles may be parked or stored by a member and/or their relatives and guests, in any parking space, carport or parking areas of the condominium complex. Only privately owned bicycles may be parked or stored on the condominium complex property and then only in the specific place provided therefore. No motorcycles, trailer or boats of any kind may be stored or parked on the condominium complex property or on any leased premises under the control of the Association. A motor may be stored but only in the owner's ground-floor storage locker.

The Association shall have the right to authorize an owner of a Family Unit to install upon the Family Unit's assigned parking space, at his or her sole expense, a charging station for electric vehicles. The installation and use of such charging station is prohibited unless the prior written approval of the Board has been obtained in the manner specified from time to time by Board rule. As a condition of approval, an owner must agree to pay costs and charges, including but not limited to, an estimated annual electricity usage fee (as established by the Board from time to time) associated with use of the charging station, and must further agree to pay any costs required to upgrade the electrical facilities and lines, if necessary for installation or continued use, as well as any future maintenance, repair or replacement of the charging station. The installation of a charging station for electric vehicles pursuant to this section shall not be deemed a material alteration. The Board shall have the authority to establish additional rules and regulations governing the installation and use of charging stations. All fees, charges and costs contemplated by this section shall be the responsibility of the Family Unit Owner and if not paid when due, shall be subject to collection in the same manner as an Assessment pursuant to Sections 10, 11 and 12 of this Declaration.

(R) Window Coverings. The color of that portion of any window shade, drapery, curtain or other similar covering, which is visible from the outside of any window MUST BE ALL WHITE (any color drapery may be used so long as it has an all-white lining). Also, if sheer type draperies or glass curtains are used, they MUST BE ALL WHITE. The color of any drop or curtain at the outside edge of any Family Unit, on the patio, MUST ALSO BE ALL-WHITE. Nothing shall be placed, stored or suffered to remain between the window curtain, drapery, shade or other similar window covering, and the window itself, which creates a detrimental appearance from the outside, as to object or color. In the event an owner desires to use a different color of glass curtains (or patio drop or curtain), the prior, WRITTEN approval of the Board of Directors must first be obtained. Such approval will be considered and given only for the use of very, very soft, pastel shades of yellow, green or blue.

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ATTACHED SCHEDULE ONE

Part of Lot 3, Block R, The Moorings, Unit No. 2, according to plat in Plat Book 3, Pages 83 and 84, Public Records of Collier County, Florida, bounded and described as follows:

Commencing at the northwest corner of said Lot 3, thence along the north line thereof, N 80°13'40" E, 77.49 feet; thence S 9°46'20" E, 46.00 feet to the PLACE OF BEGINNING:

thence N 80°13'40" E, 69.42 feet;
thence S 9°46'20" E, 27.42 feet;
thence N 80°13'40" E, 51.33 feet;
thence N 9°46'20" W, 27.42 feet;
thence N 80°13'40" E, 71.42 feet;
thence S 9°46'20" E, 96.66 feet;
thence S 80°13'40" W, 203.96 feet;
thence N 17°05'10" W, 79.48 feet;
thence N 80°13'40" E, 21.91 feet;
thence N 9°46'20" W, 17.83 feet;

to the PLACE OF BEGINNING.

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ARTICLES OF INCORPORATION

FOR

THE BOULEVARD CLUB, INC.
a condominium corporation

We, the undersigned, being natural persons competent to contract, hereby associate ourselves together for the purpose of forming a non-profit corporation, under the laws of the State of Florida, pursuant to the provisions of Chapter 617 of the Florida Statutes, and do certify as follows:

COLLIER COUNTY
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ARTICLE I:

The name and address of this Corporation shall be:

THE BOULEVARD CLUB, INC.
a condominium corporation
1900 Gulf Shore Boulevard North
Naples, Florida 33940

ARTICLE II:

The purposes for which this Corporation is organized are:

(1) To operate a condominium housing complex upon all of the following-described real estate, situated in Collier County, Florida, to-wit:

Lot 3, Block R, The Moorings, Unit No. 2, according to plat in Plat Book 3, Pages 83 and 84, Public Records of Collier County, Florida.

(2) In such operation, to exercise complete and exclusive control and management of the Family Units and common areas located on said real estate, including the ownership, use, occupancy and transfer of such Family Units.

(3) In such operation, to make payment of taxes, insurance, repairs, management expenses and all other necessary and/or proper operating expenses of the condominium complex.

(4) In such operation, to make and collect charges and/or assessments against each Family Unit for its pro-rata share of such operating expenses (including reasonable reserves).

(5) To adopt By-laws and House Rules not inconsistent with these Articles.

EXHIBIT
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(6) To acquire title and to hold title to all forms of personal property; and to acquire title and hold title to leasehold estates and fee simple estates in real estate.

(7) To do any other thing not inconsistent with these Articles for the proper operation of such condominium housing complex.

ARTICLE III:

The owner of any Family Unit located in and forming a part of the condominium housing complex, shall be a member of this Corporation; if such Family Unit is owned by more than one person, then the persons so owning such apartment shall collectively be considered as a single member, and any one of such co-owners shall have the right to vote as the agent for all of such co-owners; every member must first be approved by the Board of Directors; the By-laws shall make further provisions relative to the approval of prospective members and the exercise of voting rights; and such By-laws shall control, to the extent not inconsistent with these Articles.

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ARTICLE IV:

The Corporation shall have perpetual existence.

ARTICLE V:

The principal office of the Corporation shall be located at:

1850 Gulf Shore Boulevard North
Naples, Florida 33940

ARTICLE VI:

The names and residences of the subscribers to these Articles of Incorporation are as follows:

WILLIAM H. GRACELY
205 3rd Avenue North
Naples, Florida 33940

EVELYN V. BRYANT
2280 14th Street North
Naples, Florida 33940

ENID L. PENDLETON
18 Crooked Lane
Naples, Florida 33940

LAW OFFICES
BECKER & POLIAKOFF, P.A. • COLLIER PLACE I • 3003 TAMIAMI TRAIL NORTH, SUITE 210 • NAPLES, FLORIDA 34103
TELEPHONE (941) 261-9555

ARTICLE VII:

The Corporation shall have the following officers:

President

Vice President

Secretary

Treasurer

and such other officers as may be provided for in the By-laws, all to serve from time of appointment or election, until their respective successors are elected.

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ARTICLE VIII:

The names and addresses of the officers who are to serve until the first election of officers, pursuant to the provisions of the By-laws, are as follows:

President	WILLIAM H. GRACELY 205 3rd Avenue North Naples, Florida 33940
Vice President	EVELYN V. BRYANT 2280 14th Street North Naples, Florida 33940
Secretary	ENID L. PENDLETON 18 Crooked Lane Naples, Florida 33940
Treasurer	WILLIAM H. GRACELY 205 3rd Avenue North Naples, Florida 33940

ARTICLE IX:

The business of the Corporation shall be conducted by a Board of Directors. The Board of Directors to be elected at the 1976 annual membership meeting shall consist of seven members. For each subsequent annual membership meeting, the then incumbent Board of Directors shall set the number of Directors at either five or seven, within its discretion, as circumstances and experience may suggest, such number to remain until the next annual membership meeting. The number of Directors to be elected at an annual membership meeting shall be either five or seven as set by the Board of Directors for such annual meeting.

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TELEPHONE (941) 261-9555

ARTICLE X:

By-laws for the Corporation shall be initially adopted by the Board of Directors of the Corporation; until more than half of the Family Units located on the aforementioned real estate have been sold and title thereto transferred, the Board of Directors shall have the power and authority to alter and amend the By-laws by a majority vote of such Board; thereafter, the power and authority to alter and amend the By-laws shall vest in the membership of the Corporation, on such terms and with such delegated rights in the Board of Directors, as shall be expressly set forth in the By-laws.

ARTICLE XI:

These Articles of Incorporation may be amended by a majority vote of the members of the Corporation; an amendment may be proposed by either at least two members of the Board of Directors or by at least one-fourth of the membership; action on any proposed amendment may be taken at a special meeting called for that purpose or at any annual meeting of the members, and in accordance with the provisions in the By-laws as to such meeting.

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ARTICLE XII:

The Corporation shall have all of the powers as set forth in Section 617.021 and Section 711.12 of the Florida Statutes, in addition to all other powers as hereinabove set forth.

ARTICLE XIII:

There shall be no dividends paid to any members, nor shall any part of the income of the Corporation be distributed to its directors or officers, in such capacities. The Corporation may pay compensation in a reasonable amount to its members, directors and officers for services rendered, may confer benefits upon its members in conformity with its purposes, and, upon dissolution or final liquidation, it may make distributions to its members as permitted by the Court having jurisdiction thereof; and no such payment, benefit or distribution shall be deemed to be a dividend or a distribution of income.

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LAW OFFICES
BECKER & POLIAKOFF, P.A. • COLLIER PLACE I • 3003 TAMIAMI TRAIL NORTH, SUITE 210 • NAPLES, FLORIDA 34103
TELEPHONE (941) 261-9555

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OF
THE BOULEVARD CLUB

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SECOND AMENDED AND RESTATED BY-LAWS

OF

THE BOULEVARD CLUB

SUBSTANTIAL REWORDING OF BY-LAWS SEE FIRST AMENDED AND RESTATED BY-LAWS FOR PRESENT TEXT

1. **IDENTITY** - These are the By-Laws of The Boulevard Club, Inc., a not for profit Florida Corporation formed for the purpose of administering The Boulevard Club, a Condominium, which is located at Collier County, Florida, upon the lands described in the Declaration of Condominium. (The corporation shall hereafter be referred to as the "Association").

1.1 **OFFICE** - The office of the Association shall be at the Condominium or such other location within the County as may from time to time be determined by the Board of Directors.

1.2 **FISCAL YEAR** - The fiscal year of the Association shall be determined by the Board of Directors.

1.3 **SEAL** - The seal of the Association shall bear the name or abbreviated name of the Association, the word "Florida", the year of establishment, and shall identify the Association as a not-for-profit corporation.

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1.4 **DEFINITIONS** – All terms used in these By-Laws shall have the same meaning, to the extent applicable as set forth in the Declaration of Condominium for The Boulevard Club Condominium, and the Florida Condominium Act, both as amended from time to time. Notwithstanding any provisions of the Association's governing documents to the contrary, the Association hereby adopts by reference all current provisions of the Florida Statutes as they exist as of the date of the recording of this document, as well as, all future amendments to the Florida Statutes, it being the intent of the Association to be governed by all current provisions of the Florida Statutes, as amended from time to time.

2. **MEMBERS' MEETINGS**

2.1 **ANNUAL MEETINGS** - Annual members' meetings shall be held at the Condominium or at such other convenient location as may be determined by the Board or Directors on the third Monday of March each year at 10:00 A.M., or such other date and time as determined by the Board, provided that the Annual Meeting must be held no less than ten (10) nor more than thirteen (13) months from the date of the last Annual Meeting. The Annual Meeting shall be held for the purpose of transacting any business authorized to be transacted by the Members, including the election of directors.

2.2 **SPECIAL MEETINGS** - Special members' meetings shall be held whenever called by the President, Vice President, or by a majority of the Board of Directors and when requested by written notice from a majority of the Association voting interests. Members meetings to recall a member or members of the Board or Directors may be called by ten percent (10%) of the Association's voting interests giving notice of the meetings and stating the purpose of the meeting as required by law.

2.3 **NOTICE OF MEMBERS' MEETINGS** - Notice of all members' meetings shall be sent to each unit owner by United States mail, hand-delivery or electronic transmission (hereinafter referred to as "email"), unless waived in writing, at least fourteen (14) days prior to the date of

the meeting, provided, however, that any members' meeting or election at which one or more Directors are to be elected must be noticed as provided for in Section 2.4 next following. The person giving notice shall execute an affidavit of mailing as required by law which shall be retained in the official records of the Association as proof of such mailing. Notice of a meeting of members, stating the date, time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary or other designee of the Board. The notice shall include an agenda for all known substantive matters to be discussed, or have such an agenda attached to it. A copy of the notice and agenda shall be posted at a designated location of the Condominium Property not less than fourteen (14) days prior to the date of the meeting. The Board, upon notice to unit owners, shall from time to time by Board rule designate a specific location on the condominium property upon which all notices of unit owner meetings shall be posted.

Notice of specific meetings may be waived before the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such members' waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

2.4 **BOARD OF DIRECTORS ELECTION MEETINGS – NOTICE AND PROCEDURE** - The regular election shall occur on the date of the annual meeting.

2.4.1 Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletter, to each unit owner entitled to vote, a first notice of the date of the election. Any unit owner desiring to be a candidate for the Board of Directions shall give written notice to the Secretary of the Association not less than forty (40) day before the scheduled election. Not less than fourteen (14) days before the election, the Association shall then mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a written ballot which shall include an information sheet, no longer than 8½ inches by 11 inches if so furnished by the candidate, to be included with the mailing or delivery of the ballot, with the costs of mailing and copying to be borne by the Association. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. The election of Directors shall occur on the same day as the annual meeting. As to items to be considered at the meeting other than the election of Directors, the notice and agenda shall comply with Section 2.3 above.

2.4.2 At the discretion of the Board of Directors, either ballots or a voting machine will be available for use by owners in connection with the election of Directors. A unit owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance but no unit owner shall permit another person to cast his ballot for electing Directors and such ballots improperly cast shall be deemed invalid.

2.4.3 Elections shall be decided by a plurality of those votes cast.

2.4.4 The Board or Directors may appoint a committee to explain the role of Board members, encourage eligible person to volunteer to serve on the Board, and generally strive to ensure that a sufficient number of candidates will respond to the first election notice to allow all vacancies to be filled.

2.5 **QUORUM** - A quorum at members' meetings shall consist of persons entitled to cast a majority of the voting interests of the entire membership. Unless otherwise required by law or another provision of the Association's Governing Documents, decisions made by a majority of the voting interests represented at a meeting at which a quorum is present in person or by proxy shall be binding and sufficient for all purposes.

2.6 **INDIVISIBLE VOTE** - Each unit shall have one indivisible vote. If multiple owners of a unit cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not authorized.

2.7 **PROXIES** - Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and shall be valid only for the particular meeting designed therein or any lawful adjournment thereof, but in no event for more than ninety (90) days, and must be filed with the Association before or at the voter registration immediately preceding the meeting. Except as specifically otherwise provided by law, unit owners may not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding operating budgets and reserves; for votes to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or By-Laws, and for any other matter allowed by law which requires or permits a vote of the unit owners. No proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required, and my also be used in voting for non-substantive changes to items for which a limited proxy is required and given. An executed email, telegram or cablegram appearing to have been transmitted by the proxy give, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy is a sufficient proxy.

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2.8 **NO QUORUM** - If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.9 **ORDER OF BUSINESS** - The order of business at annual members' meetings and, as far as applicable at all other members' meetings, shall be:

(a) Appointment of inspectors of election;
(b) Election of Directors; (If there are only as many, or fewer, pre-qualified candidates as there are seats on the Board, the election need not be held and the pre-qualified candidates shall assume Board seats immediately after the annual meeting.)
(c) Call to order by the President;
(d) At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a member or a director);
(e) Calling of the roll, certifying of proxies, and determination of a quorum or, in lieu thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy;
(f) Proof of notice of the meeting or waiver of notice;
(g) Disposal of unapproved minutes;
(h) Reports of Officers;
(i) Reports of Committees;
(j) Unfinished business;
(k) New business;
    i. Vote of the Members to Approve the Operating Budget; and
    ii. Vote of the Members to Approve the Waiver of Reserves.

(l) Adjournment.

3. **BOARD OF DIRECTORS**

3.1 **NUMBER, TERM AND QUALIFICATIONS** - The affairs of the Corporation shall be governed by a Board composed of five Directors. All Directors shall be members. All officers of a corporation, trust, partnership or other such owner shall be deemed to be members so as to be eligible for Board membership. Directors shall be elected by the Voting Interests on the date of the annual meeting for a two (2) year staggered term. The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in the Condominium Act or resigns. There is a staggered Directorate in place. In order to maintain same, the Board may elect to hold seats open for election to two year or one year terms if necessary to maintain the staggered Directorate. In all such cases, candidates receiving the higher number of votes shall be elected to the longer terms. (A seat held by a Director who ceases to be an owner shall thereby automatically become vacant.)

3.2 **BOARD VACANCIES** - Vacancies in the Board of Directors shall be filled by appointment by a majority vote of the remaining Directors for the remainder of the unexpired term as provided in Article 3.1; provided that a Director who has been recalled by the membership may not be appointed to fill the vacancy created by his removal.

3.3 **ORGANIZATIONAL MEETING** - The organizational meeting of each newly elected Board of Directors to elect officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, it shall be held immediately following the annual meeting.

3.4 **REGULAR MEETINGS** - Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings, unless fixed by Board resolution, shall be given to each Director personally or by email, mail, telephone or telecopier at least forty-eight (48) hours prior to the meeting.

3.5 **SPECIAL MEETINGS** - Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of any two (2) Directors. Not less than forty-eight (48) hours prior to the meeting (except in an emergency), notice shall be given to all board members personally by mail, email, telephone or telecopier, which notice shall state the time, place and purpose of the meeting.

3.6 **WAIVER OF NOTICE** - Any Director may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting.

3. 7 **NOTICE TO OWNERS OF BOARD MEETING** - Notice of board meetings, which notice shall specifically include an agenda, shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours in advance for the attention of unit owners, except in an emergency. Board meetings at which a regular monthly, or quarterly assessment is to be considered, shall contain a statement that assessments will be considered and the nature of such assessments. However, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding unit use will be considered shall be mailed,delivered or emailed to the unit owners and posted conspicuously on the condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this

fourteen (14) day notice shall be an affidavit executed by the person giving notice and filed among the official records of the Association. The Board shall by rule designate a specific location of the condominium property upon which all notices of Board meetings shall be posted, and shall notify the owners of same.

3.8 **OWNER PARTICIPATION IN BOARD AND COMMITTEE MEETINGS** - Meetings of the Board of Directors and any Committee thereof at which a majority of the members of that Committee are present shall be open to all unit owners, except as provided in Article 4.15 hereof, and Florida Statutes as amended from time to time. The right to attend such meetings includes the right to speak with reference to all designated agenda items provided however, the Association may adopt reasonable rules governing the frequency, duration and manner of unit owner statements.

3.9 **BOARD MEETINGS, QUORUM AND VOTING** - A quorum at Directors' Meetings shall consist of a majority of the Directors. The acts approved by a majority of Directors present at a meeting shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings and a vote or abstention for each member present shall be recorded in the minutes, except that officers may be elected by secret ballot. A Director who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. If at any meeting of the Board there be less than a quorum present, the Director(s) present may adjourn the meeting from time to until a quorum is present. At any adjourned meeting, which must be properly noticed, any business which might have been transacted at the meeting as originally called may be transacted. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum.

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3.10 **PRESIDING OFFICER** - The presiding officer at Directors' meetings shall be the President and in his absence, then the Vice President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

3.11 **DIRECTOR COMPENSATION** - Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred.

4. **POWERS AND DUTIES OF THE BOARD** – All of the powers and duties of the Association existing under the Florida Corporation Statutes, the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, these By-Laws, and the Rules and Regulations of the Association shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to, the following:

4.1 **TO MAKE AND COLLECT ASSESSMENTS AGAINST** - owners to defray the costs of the Association, provided however, that any assessment for betterments, alterations, and/or improvements (as distinguished from maintenance, repair or replacement) exceeding $36,000 in the aggregate per fiscal year shall require the approval of at least twenty-four (24) voting interests.

4.2 **TO USE THE PROCEEDS OF ASSESSMENTS** - in the exercise of its powers and duties.

4.3 **THE MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION** - of the Condominium property.

4.4 **TO ENACT RULES AND REGULATIONS** - concerning the transfer, use, appearance, occupancy of the units, common elements, and limited common elements subject to any limitation contained in the Declaration of Condominium or these By-Laws.

4.5 **THE RECONSTRUCTION OF COMMON ELEMENTS IMPROVEMENTS AFTER CASUALTY** - and further improvement of the property.

4.6 **TO APPROVE OR DISAPPROVE PROPOSED TRANSACTIONS** - in the manner provided by the Condominium Declaration and to charge a preset fee, not to exceed the maximum permissible by law in connection with such approval. In connection with the lease of units, the Board may require the posting of a security deposit to protect against damages to the common elements in the manner provided by law.

4.7 **TO ENFORCE** - by legal means the provisions of applicable laws and the condominium documents, and to interpret said condominium documents, as the final arbiter of their meeting.

4.8 **TO CONTRACT FOR MANAGEMENT** - of the Condominium.

4.9 **TO PURCHASE INSURANCE** - for the protection of the unit owners and the Association.

4.10 **TO PAY THE COST OF ALL UTILITY SERVICES** - rendered to the Condominium and not billed to owners of individual units.

4.11 **TO EMPLOY PERSONNEL** - and designate other officers, except Directors, for reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

4.12 **TO BRING AND DEFEND SUITS, MAKE AND EXECUTE CONTRACTS, DEEDS, MORTGAGES, NOTES, AND OTHER EVIDENCE OF INDEBTEDNESS, LEASES** - and other instruments by its officers and to purchase, own, lease, convey and encumber real and personal property, and to grant easements and licenses over the condominium property necessary or desirable for proper operation of the Condominium.

4.13 **CONTRACTS FOR PRODUCTS AND SERVICES** - All contracts for the purchase, lease or renting of materials or equipment, or which are not to be fully performed within one (1) year, and all contracts for services shall be in writing. As to any such contract which requires payment exceeding five percent (5%) of the gross budget (including reserves) except for contracts with employees of the Association, attorneys, accountants, architects, engineers and landscape architects and the community association manager, the Association shall obtain competitive bids unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within the County serving the Association. The Association need not accept the lowest bid.

4.14 **FINES** - The Board mayimpose fines not to exceed the maximum amount permitted by law, for failure to comply with the provisions of the condominium documents, including the rules and regulations, or Florida law by owners, occupants, licensees, tenants and invitees. A fine may be imposed for each day of continuing violation with a single notice and opportunity for hearing provided that no fine shall exceed $100.00 per violation, or $1,000.00 in the aggregate, or such maximum amount as is permissible by law.

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4.14.1 The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable written notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the Declaration, Articles of Incorporation, By-Laws, or Rules and Regulations which have allegedly been violated;
3. A short and plain statement of the matters asserted by the Association.

4.14.2 The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a Committee of three (3) other unit owners who are not board members nor persons residing in a board member's household. If the Committee does not agree with the fine, the fine may not be levied. Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect said fine shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial, at trial, and on appeal.

4.15 **COMMITTEES** - The Directors may appoint Committees. All Committees and Committee members shall serve at the pleasure of the Board. All Committees of the Association shall conduct their affairs in the same manner as provided in these By-Laws for Board of Director meetings, provided however, that Committees may meet and conduct their affairs without owner participation, where permitted by law.

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There shall be a standing Long Range Planning Committee. The Chair of the Long Range Planning Committee shall be appointed by the Directors for a two (2) year term, although the Chair or any member of the Committee may be removed by the Board, with or without cause. The Chair of the Long Range Committee shall select from time to time members of the Committee, one of whom shall be the immediate past President of the Association. The powers and responsibilities of the Committee shall be set from time to time by the Board.

4.16 **FIRE SAFETY COMPLIANCE** - The Directors may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the condominium units with the applicable Fire and Life Safety Code.

4.17 **HURRICANE SHUTTERS AND WINDOW REPLACEMENT** - The Board of Directors shall adopt hurricane shutter or windows specifications for each building within the condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code, or shall be structured to ensure that installed shutters or windows are in compliance with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters or windows conforming to the specifications adopted by the Board.

4.17.1 Hurrican e Shutter Installation. The Board of Directors may, subject to the approval of a majority of the voting interests of the condominium, install hurricane shutters and may maintain, repair or replace such approved hurricane shutters whether on or within common elements, limited common elements, units or association property. However, where laminated glass architecturally designed to function as hurricane protection which complies with applicable building codes has been installed, the Board may not install

hurricane shutters. The Board may operate shutters installed pursuant to this subsection without permission of the unit owner only where such operation is necessary to preserve and protect the condominium property and the association property. The installation, replacement, operation, repair and maintenance of such shutters in accordance with the procedures set forth in the Florida Condominium Act, as same may be amended from time to time, shall not be deemed a material alteration to the common elements or association property within the meaning of this section. The expense of installation, replacement, operation, repair and maintenance of hurricane shutters by the Board, pursuant to Florida Law, shall constitute a common expense and shall be collected as provided in the Florida Condominium Act. Notwithstanding the provisions of the Florida Condominium Act, a unit owner who has previously installed hurricane shutters in accordance with Florida Law or laminated glass architecturally designed to function as hurricane protection which complies with the applicable building codes shall receive a credit equal to the pro-rata portion of the assessed installation cost assigned to each unit. However, such unit owners shall remain responsible for the pro-rata share of expenses for hurricane shutters installed on common elements or association property by the Board pursuant to Florida law and shall remain responsible for pro-rata share of the expense of the replacement, operation, repair and maintenance of such shutters.

4.17.2 Window replacement. Notwithstanding the existence of hurricane shutters, Members wishing to replace original building windows or replacements thereof must first obtain the written approval of the Association, and provide evidence to the Association that either the resulting replacement windows or the remaining hurricane shutters meets or exceeds all current and applicable building codes of the City of Naples, Collier County, and the State of Florida governing code-complaint hurricane protection.

4.18 **CONTRACT FOR DULY FRANCHISED CABLE TELEVISION SERVICE** - The Board of Directors may contract with a duly franchised cable television service provider, pursuant to bulk contract, for provision of cable television service to all unit owners within the condominium. The costs of such contract shall not be deemed, nor apportioned as, a common expense under the Declaration of Condominium, and shall be charged to all unit owners regardless of use or enjoyment of the service. Expenses shall be apportioned on a pro rata basis, each unit owner bearing a one thirty-sixth (1/36th) share of the total costs associated with installations, maintenance, and termination of the service as determined from time to time by the Board of Directors. Pursuant to Sections 7.8 and 7.10 hereafter, collection for costs associated with same, together with other charges described in these cited sections, shall be secured by a lien against the unit and all appurtenances thereto.

5. OFFICERS

5.1 **EXECUTIVE OFFICERS** - The executive officers of the Association shall be the President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistant officers as may be desired all of whom shall be elected annually by and from the Board of Directors, and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. Assistant officers need not be Directors.

5.2 **PRESIDENT - POWERS AND DUTIES** - The President shall be the chief executive officer of the Association, shall preside at all meetings of the Board of Directors and Association meetings. The President shall have general supervision over the affairs of the Association and shall have all of the powers and duties which are usually vested in the office of President of a corporation.

5.3 **VICE PRESIDENT - POWERS AND DUTIES** - The Vice-President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4 **SECRETARY - POWERS AND DUTIES** - The Secretary shall keep the minutes of all proceedings of the Directors and the members, shall attend to the giving and serving of all notices to the members and Directors and other notices required by law, shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed; shall keep and have custody of the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

5.5 **TREASURER - POWERS AND DUTIES** - The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness; shall keep the assessment rolls and accounts of the members, shall keep the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of the Treasurer of a corporation.

5.6 **OFFICERS COMPENSATION** - Officers shall not be entitled to compensation for service as such, but shall be entitled to reimbursement of expenses reasonably incurred. This provision shall not preclude the Board of Directors from employing an Officer or Director as an agent or employee of the Association.

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5.7 **INDEMNIFICATIONS**

5.7.1 Indemnity - The Association shall indemnify any officer, director or committee member who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding. whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding. unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors and committee members as permitted by Florida law.

5.7.2 To the extent that a director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceedings referred to in Section 5.7.1 above, or in defense of any claim, issue or matter therein, he

shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

5.7.3 Advances - Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 5.7.

5.7.4 Miscellaneous – The indemnification provided by this Article 5.7 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

5.7.5 Insurance - The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee or agent of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

5.8 **DELEGATION** – To the extent permitted by law, the powers and duties of directors and officers may be delegated for the purpose of management.

6. **MINUTES AND INSPECTION OF RECORDS** - Minutes of all meetings of unit owners and of the Board of Directors shall be kept in a businesslike manner and shall be reduced to written form within thirty (30) days and these, plus records of all receipts and expenditures and all other official records, as defined by law, and as amended from time to time, shall be available for inspection by unit owners and Board members at all reasonable times. Provided, however, that the Directors may adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspection and any copying.

7. **FISCAL MANAGEMENT** - Shall be in accordance with the following provisions:

7.1 **BUDGET** - A proposed annual budget of common expense shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance and administration of the Condominium including insurance, management fees, if any, and which may include expenses of in-house communications and security, interior pest control, and which shall include reserves pursuant to Florida Statutes, as amended from time to time, which may later be waived by the owners. The Board shall submit the proposed Budget and the question of waiving or funding less than full (100%) reserves to a unit owner vote at the annual meeting or at any other special meeting of the members. The Budget and waiver of reserves, if any, shall require the approval of a majority of the voting interests represented in person or by proxy at a meeting of the membership at which a quorum is established. Collection of assessments in accordance with a duly adopted budget, including applicable reserve funding, shall continue in the same amount through the first quarter of the following year, with necessary adjustments being made in the second quarter's billing to appropriately compensate for changes in the assessment amount which are necessary by reason of a change in the size of the budget and/or amount of funding of reserves adopted by the membership for the fiscal year during which the annual meeting is held. Reserve funds and any accrued interest on the fund shall remain in the

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reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests. The budget will contain a reasonable allowance for contingencies and provide funds for all unpaid operating expenses previously incurred. Reserves shall be fully funded unless a majority of voting interests represented in person or by proxy at a meeting of the membership at which a quorum is established votes to fund no reserves or less than fully funded reserves for a fiscal year.

7.2 **MAILING** - A copy of the proposed annual budget shall be mailed to the unit owners as required by law.

7.3 **ASSESSMENTS** – The shares of the unit owners of the common expenses may be made payable in installments due monthly or quarterly (as determined by the Board) in advance and shall become due on the first day of each such period (the "Due Date") and which shall become delinquent if not received by the tenth (10^{th}) day of such period. The Association shall have the right to accelerate assessments of an owner delinquent in the payment of common expenses. Accelerated assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

7.4 **SPECIAL ASSESSMENTS** - Assessments for common expenses which are not adequately provided for and funded in the Budget may be made by the Board of Directors as a special assessment Notice of the Board meeting at which such special assessments shall be considered shall be posted and mailed to each unit owner no less than fourteen (14) days before the scheduled meeting date. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds may be returned to the owners or applied as a credit towards future assessments, in the sole determination of the Board.

7.5 **ASSESSMENT ROLL** - The assessments for common expenses and charges shall be set forth upon a roll of the units which shall be available for inspection at all reasonable times by unit owners. Such roll shall indicate for each unit the name and address of the owner, and the assessments and charges paid and unpaid.

7.6 **LIABILITY FOR ASSESSMENTS AND CHARGES** - A unit owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he or she is the unit owner. Additionally, a unit owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner. Liability may not be avoided by waiver of the use or enjoyment of any common elements or Association property or by abandonment of the unit for which the assessments are made.

7.7 **LIENS FOR ASSESSMENTS** – The unpaid portion of an assessment or charge including an accelerated assessment which is due, together with all costs, interest, late fees, and reasonable attorneys' fees for collection, including appeals, shall be secured by a lien upon the unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in with Florida Law.

7.8 **COLLECTION – INTEREST; ADMINISTRATIVE LATE FEE; APPLICATION OF PAYMENTS** - Assessments or charges not paid by the Due Date shall bear interest at the highest rate permitted by law from the date due until paid. In addition to such interest the

Association may charge an administrative late fee in an amount not to exceed the greater of twenty five dollars ($25.00) or five percent (5%) of each installment of the assessment for which payment is late, or the maximum late fee permissible by law. All payments upon account shall be first applied to interest, then the late fee, then to any costs and reasonable attorney's fees incurred and then to the assessment payment first due.

7.9 **COLLECTION - SUIT** - The Association, at its option, may enforce collection of delinquent assessments or charges by suit at law, by foreclosure of the lien securing the assessments, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment or decree, together with those which have become due by acceleration plus interest thereon and all costs incident to the collection and the proceedings, including reasonable attorney's fees, including appeals.

7.10 **ACCOUNTS** - All sums collected from assessments or charges shall be credited to accounts from which shall be paid the expenses for which the respective assessments or charges are made.

7.11 **ASSOCIATION DEPOSITORY** - The depository of the Association shall be a bank or banks or state or federal savings and loan associations with offices in Florida, and other insured depositories as shall be designated from time to time by the Directors and in which the monies for the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

7.12 **COMMINGLING OF FUNDS PROHIBITED** – All funds shall be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under §468.432, Florida Statutes, as amended from time to time and no agent, employee, officer or Director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in § 468.431, Florida Statutes as amended from time to time or with those of any other entity.

7.13 **FINANCIAL REPORTS** – A complete financial report in the form required by Florida Statutes, as amended from time to time based upon the amount of the Association's budget from time to time. A copy of the report shall be furnished to each member and the Division as provided by law.

7.14 **FIDELITY BONDING** – The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in §718.112(2)(j), Florida Statute and as the same is amended from time to time, for each person (whether or not a Director) who controls or disburses Association funds. The Association shall bear the cost of bonding. In the case of a licensed manager, the cost of bonding may be reimbursed by the Association as the parties may agree. All persons providing management services to the Association or otherwise having the authority to control or disburse Association funds shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.

8. **PARLIAMENTARY RULES** – Robert's Rules of Order shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation, the By-Laws of the Association, or with the laws of the State of Florida.

9. **BY-LAW AMENDMENTS** – Amendments to the By-Laws shall be adopted in the following manner:

9.1 **NOTICE** of the subject matter of a proposed amendment shall be included in the notice of any meeting or the text of any written agreement at which a proposed amendment is considered.

9.2 **PROPOSAL OF AMENDMENTS** – An amendment may be proposed by either a majority of the Directors or by Twenty-five Percent (25%) of the voting interests.

9.3 **ADOPTION OF AMENDMENTS** – A resolution or written agreement adopting a proposed amendment must receive approval of a majority of the entire voting interests of the Association at a duly noticed meeting or by the written agreement of a majority of the entire voting interests of the Association. Amendments correcting errors or omissions may be adopted by the Board alone.

9.4 **EFFECTIVE DATE** – An amendment when adopted shall become effective only after being recorded in the Collier County Records according to law.

9.5 **AUTOMATIC AMENDMENT** – These By-Laws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium, the Articles of Incorporation, or the Condominium Act as amended from time to time.

9.6 **PROPOSED AMENDMENT FORMAT** – Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended. New words shall be underlined and words to be deleted shall be with hyphens. If the proposed changes are so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BY-LAW. SEE BY-LAW NUMBER _____ FOR PRESENT TEXT".

10. **DISPUTE RESOLUTION** – Dispute between unit owners and the Association should be subject to the following.

10.1 **MANDATORY ARBITRATION** - If unresolved, disputes between the Board and unit owners must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation, so long as the Condominium Act requires such arbitration.

10.2 **WRITTEN INQUIRIES FROM FAMILY UNIT OWNERS** - When a Family Unit Owner files a written inquiry by certified mail with the Board of Directors, the Board shall respond in writing to the Family Unit Owner within thirty (30) days of receipt of the inquiry. The Board's response shall give a substantive response to the inquiry, notify the Owner that a legal opinion has been requested from Association legal counsel, or notify the Owner that advice has been requested from the Division. If the Board requests advice from the Division, the Board shall within ten (10) days from receipt of the advice, provide in writing a substantive response to the Owner. If a legal opinion is requested, the Board shall, within sixty (60) days after receipt of the complaint, provide in writing a substantive response to the Owner. The failure to provide a substantive response to the Owner as provided herein precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administration proceedings or arbitration arising out of the inquiry. The Association may through its Board of Directors adopt reasonable rules and regulations regarding the frequency and manner of responding to Family Unit Owner inquiries, one of which may be that the Association is only obligated to respond to one (1) written inquiry per Family Unit in any given thirty (30) day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent thirty (30) day period.10.3

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10.3 **OTHER REMEDIES** - Nothing herein shall preclude the Association from pursuing any remedy for the violation of the Condominium Documents or disputes with a unit owner or other party as may be available to the Association under the laws of the State of Florida or the Condominium Documents.



EXHIBIT 4 – UNDIVIDED INTEREST IN COMMON SURPLUS

Each Unit's undivided interest in the common surplus is 1/36th.

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EXHIBIT
4
tabbies

CONDOMINIUM BOOK 7 PAGE 96

357900

THE BOULEVARD CLUB

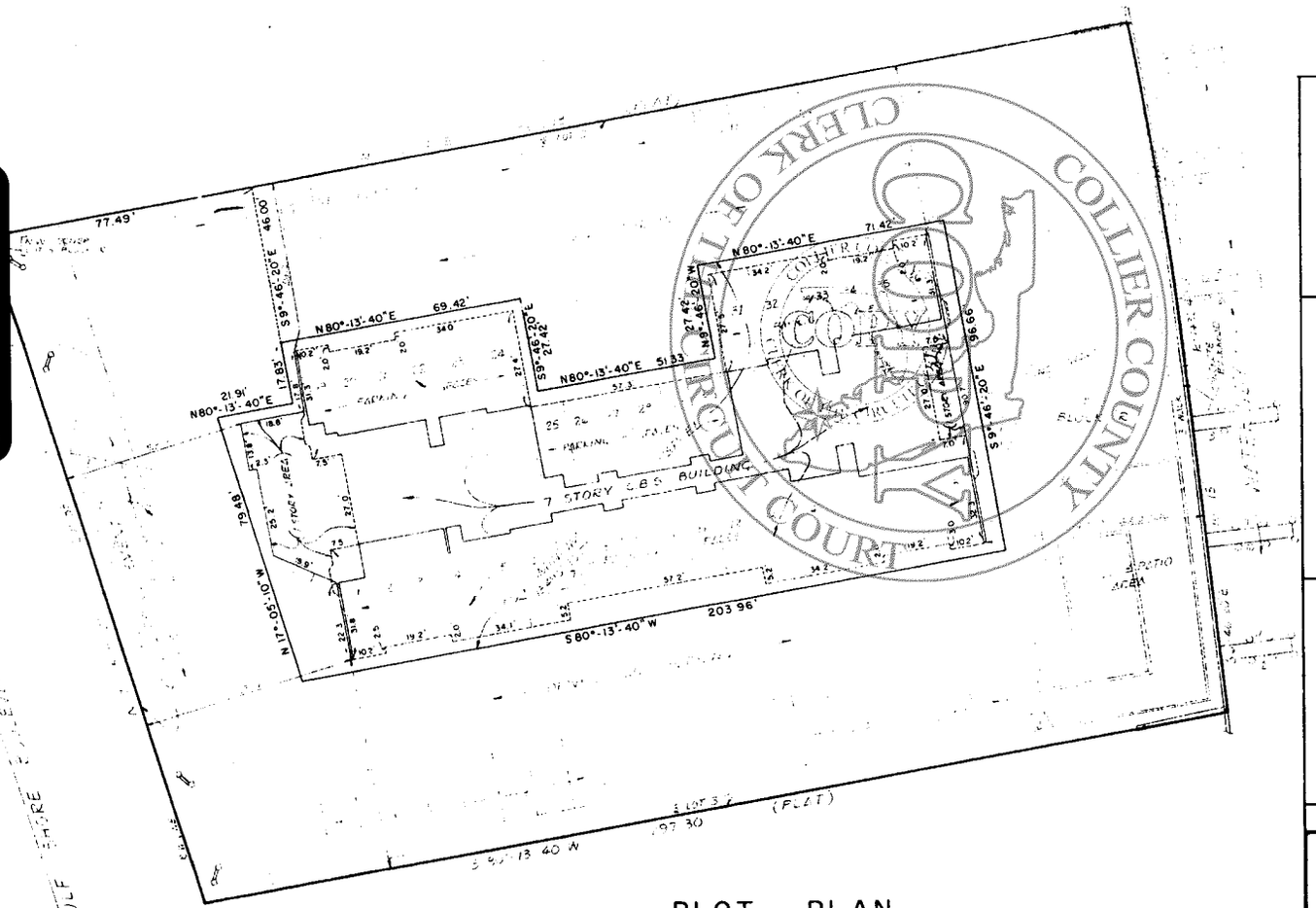
A CONDOMINIUM OF LOT 3, BLOCK "R", THE MOORINGS UNIT NO. 2

(P.B. 3, P. 83 & 84)

CITY OF NAPLES, COLLIER COUNTY, FLORIDA

Amended Declaration of Condominium recorded in Official Records Book 591 pages 1315 thru 1348 File # 35779
Margaret J. Goodlette Clerk
by Nancy Gunnarsen D.C.

tabbies EXHIBIT 5



NOTES

1) All dimensions shown in feet and inches (20'-5 1/4") are from the architectural drawings and are in face of unfinished walls.

2) All dimensions shown in feet and decimals thereof (40.23') are actual field measurements to face of finished walls.

3) The architectural plans used in the preparation of this exhibit were prepared by William Wallace Zimmerman, Architect. The plans are titled "The Boulevard Club for Gulf-Bay Investment Company", Naples, Florida Dated 2/16/73

4) ———— Denotes condominium unit line.

5) Everything exterior to the boundaries of a unit is common element area.

CONDOMINIUM PARCEL LEGAL DESCRIPTION

Commencing at the Northwest corner of Lot 3 of Block "R" of The Moorings Unit No. 2 according to the Plat thereof as recorded in Plat Book 3, pages 83 and 84, Collier County Public Records, Collier County, Florida;
thence along the North line of said Lot 3, North 80°-13'-40" East 77.49 feet;
thence South 9°-46'-20" East 46.00 feet for the PLACE OF BEGINNING of the Condominium Parcel herein described;
thence North 80°-13'-40" East 69.42 feet;
thence South 9°-46'-20" East 27.42 feet;
thence North 80°-13'-40" East 51.33 feet;
thence North 9°-46'-20" West 27.42 feet;
thence North 80°-13'-40" East 71.42 feet;
thence South 9°-46'-20" East 96.66 feet
thence South 80°-13'-40" West 203.96 feet;
thence North 17°-05'-10" West 79.48 feet;
thence North 80°-13'-40" East 21.91 feet;
thence North 9°-46'-20" West 17.83 feet to the Place of Beginning;
being a part of said Lot 3 of Block "R", The Moorings Unit No. 2, City of Naples, Florida; subject to easements and restrictions of record;
containing 18,490 square feet more or less.

CERTIFICATE

I HEREBY CERTIFY that this Exhibit 6, consisting of two sheets, is a correct representation of the improvements as thereon shown, and that there can be determined from the DECLARATION OF CONDOMINIUM to which this is attached and together with the other exhibits attached thereto, the identification, location, dimensions and size of the common elements and of each unit; and I hereby certify that the improvements constructed on the real property, as such improvements are more particularly described in that certain Declaration of Condominium for THE BOULEVARD CLUB, recorded in OR Book 127 Page 123, Public Records of Collier County, Florida, as amended, have been completed substantial compliance with the Exhibits attached to the said Declaration of Condominium.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

BY _____ P.L.S. No. 1962
JULY 19 1974

EXHIBIT 6 SHEET 1 OF 2

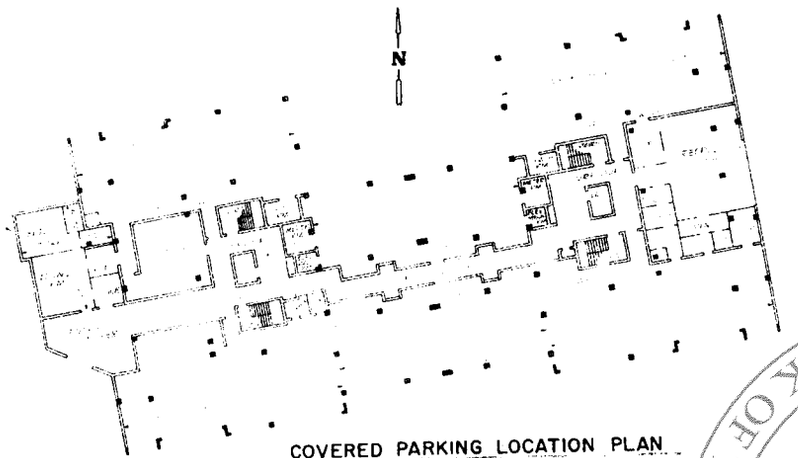
DATE: JULY 19, 1974	FOR: GULF BAY INVESTMENT CO.
SCALE: 1/16 1'-0	THE BOULEVARD CLUB
DESIGNED:	A CONDOMINIUM OF LOT 3, BLOCK "R"
DRAWN:	THE MOORINGS UNIT NO. 2
CHECKED:	(P.B. 3, P. 83 & 84)
SK. 1, 2, 3	CITY OF NAPLES, COLLIER COUNTY, FLORIDA
PG. 7, 23, 24, 44, 49	WILSON · MILLER · BARTON · SOLL & PEEK, INC. ENGINEERS, PLANNERS & LAND SURVEYORS NAPLES, FLORIDA
PROJECT NO. 11485	REFERENCE: 4A BLDG. & SITE PLAN 4A 2ND FLOOR PLAN 4A 3RD FLOOR PLAN 4A 1BR. & 2BR. TYP. FLOOR PLANS SHEET: 1 OF 2 FILE NO. 4A 236

APPROVED

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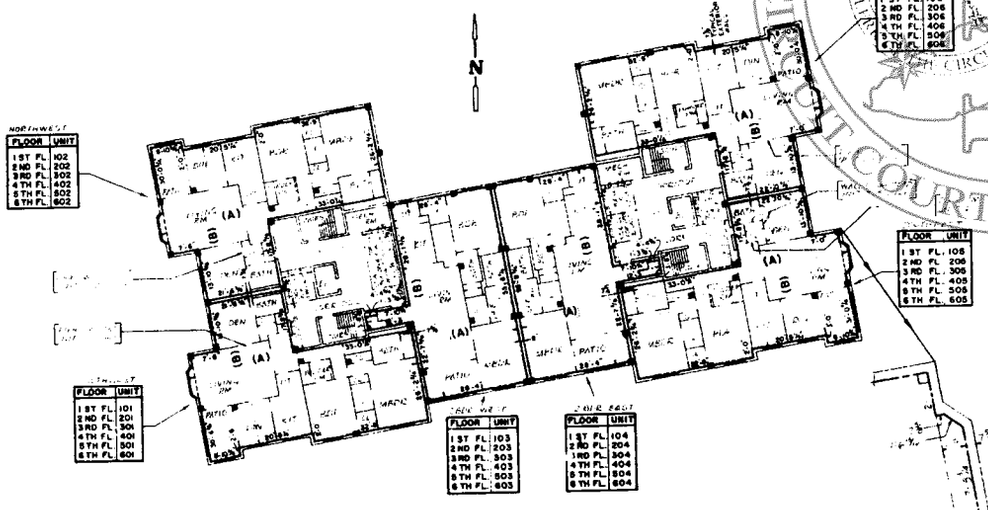
THE BOULEVARD CLUB

A CONDOMINIUM OF LOT 3 , BLOCK "R",
THE MOORINGS UNIT NO. 2
(P.B.3 , P.83 & 84)
CITY OF NAPLES , COLLIER COUNTY , FLORIDA



COVERED PARKING LOCATION PLAN
GROUND FLOOR

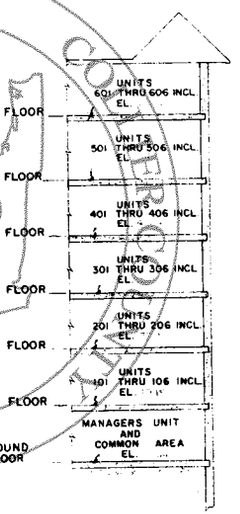
SCALE IN FEET



CONDOMINIUM UNIT LOCATION PLAN
1 ST THRU 6TH FLOORS

SCALE IN FEET

TYP DETAIL OF CONDOMINIUM UNIT LINE AT BAY WINDOW



SCHEMATIC BUILDING SECTION

ELEVATIONS SHOWN ARE MEAN SEA LEVEL DATUM

SCALE IN FEET

UNIT #	FLOOR	# OF BDR	DIM. (A)	DIM. (B)

EXHIBIT 6 SHEET 1 OF 2

DATE JAN. '82	FOR: GULF BAY INVESTMENT CO.
SCALE 1/16"	THE BOULEVARD CLUB
DESIGNED	A CONDOMINIUM OF LOT 3, BLOCK "R", THE MOORINGS UNIT NO. 2
DRAWN	CITY OF NAPLES, COLLIER COUNTY, FLORIDA
CHECKED	
BK. PG.	WILSON · MILLER · BARTON · SOLL & PEEK, INC. ENGINEERS, PLANNERS & LAND SURVEYORS NAPLES, FLORIDA
PROJECT NO. 1148S	REFERENCE SHEET OF

APPROVED:

*** OR 5111 PG 1328 ***

Best Available Image