

Instrument prepared by and return to:
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Retn:
ROETZEL & ANDRESS
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NAPLES FL 34103

(Space above line for recording information)

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of Imperial Wilderness Condominium Association, Inc., a Florida corporation, not for profit, does hereby certify that at a duly called special members meeting held on March 20, 2003, where a quorum was present, after due notice, the amendments to the governing documents set forth on Exhibit "1" attached hereto were approved and adopted by the required vote of the membership. The Declaration of Condominium for Imperial Wilderness Section One, a Condominium was originally recorded at O.R. Book 1116, Pages 1807 et Seq., Public Records of Collier County, Florida. The Declaration of Condominium for Imperial Wilderness Section Two, a Condominium was originally recorded at O.R. Book 1275, Pages 1929 et Seq., Public Records of Collier County, Florida. The Declaration of Condominium for Imperial Wilderness Section Three, a Condominium was originally recorded at O.R. Book 1368, Pages 1889, et Seq., Public Records of Collier County, Florida. The Declaration of Condominium for Imperial Wilderness Section Four, a Condominium was originally recorded at O.R. Book 1411, Pages 2377 et Seq., Public Records of Collier County, Florida.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and the seal of the corporation.

IMPERIAL WILDERNESS CONDOMINIUM
ASSOCIATION, INC.
(SEAL)

Richard J. Alcala
Witness
Print Name: RICHARD J. ALDALOSTA

By: Leonard Mizerowski
Leonard Mizerowski, President

MARIE APRANO
Witness
Print Name: Marie Aprano

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 25 day of March, 2003, by Leonard Mizerowski, President of Imperial Wilderness Condominium Association, Inc., the corporation described in the foregoing instrument, who is personally known to me or who has produce _____ as identification.



Karen K. Stanford
Notary Public, State of Florida
Karen K. Stanford
Printed Name of Notary Public
Serial Number: _____
My Commission Expires: Nov. 18, 2005 400920_1

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE DECLARATIONS. FOR PRESENT TEXT SEE ALL SECTIONS OF THE EXISTING DECLARATIONS OF CONDOMINIUM

AMENDED AND RESTATED MASTER DECLARATION OF CONDOMINIUM

IMPERIAL WILDERNESS SECTION ONE, A CONDOMINIUM
 IMPERIAL WILDERNESS SECTION TWO, A CONDOMINIUM
 IMPERIAL WILDERNESS SECTION THREE, A CONDOMINIUM
 IMPERIAL WILDERNESS SECTION FOUR, A CONDOMINIUM

PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

That heretofore, the following original Declarations of Condominium were recorded in the Public Records of Collier County, Florida:

<u>Condominium</u>	<u>Official Records Book/</u>	<u>Page</u>
Imperial Wilderness Section One, a Condominium	1116	1807
Imperial Wilderness Section Two, a Condominium	1275	1929
Imperial Wilderness Section Three, a Condominium	1368	1889
Imperial Wilderness Section Four, a Condominium	1411	2377

It is the intent of this Amended and Restated Master Declaration of Condominium to allow the Unit Owners in the 4 separate Condominiums (each of which is individually referred to herein as a "Section" and collectively as "Sections") referenced above to amend and restate each Declaration of Condominium, while avoiding the need to record 4 separate, but nearly identical instruments. Imperial Wilderness Condominium Association, Inc. shall continue to operate as a "multi-condominium association", which shall maintain the common elements of the 4 legally distinct Condominiums, and Association Property utilized by unit owners of all of those Sections. Those Declarations of Condominium, as they have previously been amended, are hereby further amended and are restated in their entirety in this 1 instrument.

Recording 1 Amended and Restated Master Declaration of Condominium (as opposed to 4 separate Amended and Restated Declarations of Condominium) is not intended to operate as a merger of the 4 legally distinct Sections, but rather, is intended solely as an administrative convenience to avoid recording 4 separate Amended and Restated Declarations of Condominium.

AMENDED AND RESTATED MASTER DECLARATION

1. SUBMISSION TO CONDOMINIUM OWNERSHIP: This Amended and Restated Master Declaration of Condominium is made by Imperial Wilderness Condominium Association, Inc., a Florida Corporation not for profit. Reference to "Declaration" shall mean this Amended and Restated Master Declaration of Condominium, and where specified, the original Declaration of Condominium for a particular Section. The land that is subject to the existing Declarations and the improvements located thereon have already been submitted to condominium ownership and use pursuant to the Condominium Act. No additional property is being submitted to condominium ownership by this instrument. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future Owners. The acquisition of title to a Unit or any other interest in the condominium property, or the lease, occupancy, or use of any portion of a Unit, the common elements or Association Property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

2. NAME AND ADDRESS: The names of the Sections are as stated in the Preamble, and each has a street address of 14100 Tamiami Trail East, Naples, FL 34114.

3. DESCRIPTION OF CONDOMINIUM PROPERTY: The land submitted to the condominium form of ownership by each original Declaration as amended (hereinafter the "Land") was legally described in each original Declaration, as Exhibit "A". The Association Property was legally described either in each of the original Declarations, or the legal descriptions attached to the deed of conveyance to the Association. Those legal descriptions are hereby incorporated by reference as though set forth at length herein.

4. DEFINITIONS: The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes (2002) (the "Condominium Act"), unless the context otherwise requires.

4.1 "Unit" means a part of the condominium property which is subject to exclusive ownership. The term "Unit" shall mean the lot described in Exhibit "B" to the original Declarations and the recreational vehicles and other items of personal property placed thereon, unless otherwise stated herein.

4.2 "Owner" or "Unit Owner" means the record owner of legal title to a unit, except that for the purpose of interpreting use and occupancy restrictions related to Units, the word "Owner" refers to the primary occupants or purchaser in possession in those cases where a unit is required to designate primary occupants or is subject to an agreement for deed, respectively.

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

4.4 "Association" means Imperial Wilderness Condominium Association, Inc., a Florida Corporation not for profit, the entity responsible for the operation of the Sections and the Association Property.

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

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

4.7 "Condominium Documents" means and includes this Declaration, all previous recorded exhibits to the Declaration of Condominium for the Sections, the Rules and Regulations, the 55 and Over Rules, and the Architectural Requirements, all as amended from time to time.

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

(A) One person (as used in this Declaration, the term "person" or "natural person" shall mean a real person as opposed to an artificial entity such as a corporation, partnership or trust).

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

(C) Not more than two persons not related by blood, marriage, adoption or legal custody, who reside together as a single housekeeping unit.

4.9 "Guest" means any person who is not the Owner or a lessee or a member of the Owner's or lessee's family, who is physically present in, or occupies the Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

4.10 "Imperial Wilderness" shall mean the recreational vehicle community consisting of 546 Units, the common elements of all of the Sections and the Association Property.

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

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

4.13 "Occupy" when used in connection with a Unit, means the act of staying overnight in a

Unit. "Occupant" is a person who occupies a Unit.

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

4.15 "Primary Occupants" means the persons approved for occupancy of a Unit in accordance with Section 14 herein.

4.16 "Rules and Regulations" means those rules and regulations approved by the members on January 23, 2002, as they be further amended from time to time.

4.17 "55 and Over Rules" means those Policies and Procedures Regarding 55 and Over Community approved by the members on April 10, 1997, as they may be further amended from time to time.

4.18 "Architectural Requirements" means the restrictions governing architectural control approved on January 31, 1996, revised on January 29, 1999 and revised on March 27, 2002, as they may be further amended from time to time. The Architectural Requirements shall be considered a part of the Rules and Regulations.

4.19 "Voting Interest" means and refers to the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to one vote in Association matters. There are 546 Units, so the total number of voting interests in the Association is 546. In those cases when only the Owners in a particular Section are entitled to vote on a particular matter, then the number of voting interests in that Section shall be the number of Units in that Section.

5. DESCRIPTION OF IMPROVEMENTS: SURVEY AND PLANS:

5.1 Survey and Plot Plans. Attached to the original Declarations as Exhibit "B", as amended, and incorporated by reference herein, are a survey of the Land and plot plans, and plans of Units and common elements which graphically describe the improvements in which Units are located, and which show all the Units including their identification numbers, locations and approximate dimensions and the common elements of each Section. The boundaries of the Units and common elements shall be as stated in the original Declarations. Owners are granted an easement in the airspace above the upper boundary of the Unit, to the extent consistent with the Rules and Regulations and Architectural Requirements.

6. CONDOMINIUM PARCELS: APPURTENANCES AND USE:

6.1 Shares of Ownership. Each Owner shall own the undivided share in the common elements and the common surplus for the Section in which his or her Unit is located, as was set forth in the original Declaration, which is, for each Section:

Section One	1/166th
Section Two	1/133th
Section Three	1/120th
Section Four	1/127th

Each Owner shall own an equal 1/546th interest in the common surplus of the Association.

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

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

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

(C) The right to use the common elements and the Association Property, subject to the Rules and Regulations.

(D) An exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time.

(E) Other appurtenances as may be provided in this Declaration and its exhibits. Each Unit and its appurtenances constitutes a "condominium parcel".

6.3 Use and Possession. An Owner is entitled to exclusive use and possession of his or her Unit. He is entitled to use the common elements and Association Property in accordance with the purposes for which they are intended. No use of the Unit, common elements or Association Property may unreasonably interfere with the rights of other Owners or other persons having rights to use the condominium property. However, the Association may permit exclusive use of all or a portion of the clubhouse or other portion of the common elements or Association Property for limited time periods. No Unit may be subdivided, and no fractional portion may be sold, leased or otherwise transferred. The use, occupancy, alteration, transfer and appearance of the Units, common elements and limited common elements shall be governed by the Condominium Documents.

7. COMMON ELEMENTS: EASEMENTS:

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

- (A) The Land.
- (B) All portions of the improvements located outside the Units.
- (C) Easements through each Unit for conduits, ducts, plumbing, wiring and other facilities for furnishing utility services to other Units or the common elements.
- (D) An easement of support in every portion of the Section which contributes to the support of a Unit, or the common elements.
- (E) The fixtures and installations required for access and utility services to more than one Unit or to the common elements.

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

(A) Utility and other Easements. The Association has the power, without the joinder of any Owner, to grant, modify or move easements such as electric, gas, cable television, or other utility or service easements, or relocate any existing easements, in any portion of the common elements or Association Property, and to grant easements or relocate any existing easements in any portion of the common elements or Association Property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium. The Association may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred. Each Unit shall be encumbered by easements for conduits, pipes, ducts, plumbing, wiring or other facilities for the furnishing of utilities and other services from the common elements and for other units, as follows:

Side Boundary: 5'
Rear Boundary 8'
Front Boundary 10'

(B) Maintenance, Repair and Replacement. Easements exist through the Units and common elements for operation, maintenance, repair and replacement. Such access is to be only during normal business hours except that access may be had at any time in the case of an emergency.

(C) Ingress and Egress. A non-exclusive easement shall exist in favor of each Owner

and occupant, their respective guests, tenants, licensees and invitees for vehicular and pedestrian traffic over, through, and across the Imperial Wilderness internal road system, the bikepath/sidewalk installed within the 10' front boundary of Units, and other portions of the common elements and Association Property as from time to time may be intended and designated for vehicular and pedestrian ingress and egress to Units, common elements and the Association Property.

(D) Public Services. An easement of access to the common elements, Association Property and Units exists for emergency, regulatory, law enforcement and other public services in the lawful performance of their duties.

7.3 Restraint Upon Separation and Partition. The undivided share of ownership in the common elements and common surplus appurtenant to a Unit cannot be conveyed or separately described. Unless a Section has been terminated, the common elements cannot be partitioned.

8. CROSS USE EASEMENTS FOR IMPERIAL WILDERNESS.

8.1 The Overall Imperial Wilderness Community. Imperial Wilderness consists of 4 separate Sections, lakes, internal roadways, an office, a storage area, utilities, a clubhouse and other recreational and commonly used facilities. All of the Owners in Imperial Wilderness share use of these facilities and are obligated to pay a 1/546th share of costs of operating, maintaining, repairing, replacing and insuring those facilities. The easements set forth in Section 7 above shall benefit the Association and all Owners, regardless of whether the roadways, utilities or other facilities are located within the common elements of an individual Section.

9. ASSOCIATION: The Association shall perform its functions pursuant to the following:

9.1 Articles of Incorporation. The Articles of Incorporation of the Association are those attached to the original Declarations, which are incorporated by reference.

9.2 Bylaws. The Amended and Restated Bylaws are attached hereto.

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

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

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

9.6 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act and the Condominium Documents. The Association may contract, sue, or be sued with respect to the exercise or nonexercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the condominium property and Association Property. The Association may impose fees for the temporary, exclusive use of common elements or Association Property. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory or use interests in lands or facilities, whether or not the lands or facilities are contiguous to the lands of the Condominium, for the use and enjoyment of the Owners. The acquisition of additional real property by the Association shall not be deemed a material change in the appurtenances to the Units.

9.7 Official Records. The Association shall maintain its official records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies. The Board shall have the right to adopt reasonable rules governing the frequency, time, location, notice and manner of record inspection and copying.

9.8 Purchase of Units. The Association shall have the authority to purchase a Unit in Imperial Wilderness at a foreclosure sale resulting from the foreclosure of the Association's lien, or a mortgage foreclosure sale, or by deed in lieu of the Association foreclosing its lien, and to own, lease, mortgage or convey that Unit, such power to be exercised by the Board of Directors.

9.9 Acquisition of Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 9.8 above, the power to acquire real property shall be exercised by the Board of Directors, but only after approval from the Owners of not less than 274 Units.

9.10 Disposition of Property. Except as provided in Section 9.8 above, any sale, mortgage or encumbrance of any real property owned by the Association shall require the approval of the Owners of not less than 274 Units. The Board of Directors shall have the authority to convey personal property without the need for authorization by the Owners.

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

9.12 Limitation on Liability. Notwithstanding its duty to maintain and repair the Sections and the Association Property, the Association shall not be liable to Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements, Owners or other persons.

10. ASSESSMENTS AND LIENS: The Board of Directors has the power to levy and collect assessments against each Unit and Owner in order to provide the necessary funds for the fulfillment of all of the Association's obligations imposed by the Condominium Documents, the Condominium Act or by any other statute, ordinance, regulation or principle of common law. This power includes both "regular" assessments for each Unit's share of the common expenses as set forth in the annual budget, and "special" assessments for unusual, nonrecurring or unbudgeted common expenses, subject to any limitations set forth in this Declaration or the Bylaws. The Association may also levy special charges against any individual Unit for any amounts, other than for common expenses, which are properly chargeable against such Unit under this Declaration or the Bylaws. Assessments shall be levied and payment enforced as provided in the Bylaws, and as follows:

10.1 Common Expenses. Common expenses include the expenses of operation, maintenance, repair, replacement or insurance of the Sections and the Association Property, the expenses of operating the Association, and any other expenses properly incurred by the Association for Imperial Wilderness, including amounts budgeted for the purpose of funding reserve accounts. The cost of water and sewer service to the Units shall be a common expense. If the Association contracts for cable or master antennae television programming services in bulk for Imperial Wilderness, the cost of such services shall be a common expense. The Association's budgets shall reflect that the Association is a multi-condominium association, as defined by the Condominium Act. The Association shall adopt budgets for each Section which set forth assessments which are specific to that Section (and therefore paid only by the Owners of the applicable Section) and assessments which are not specific to one Section (and therefore shared on a community wide basis).

10.2 Share of Common Expenses. The Owner of each Unit shall be liable for a share of the common expenses specific to his or her Section equal to his or her share of ownership of the common elements and the common surplus of that Section and shall be liable for his or her 1/546th share of the community wide common expenses, as set forth in Section 6.1 above.

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

10.4 Who is Liable for Assessments. The Owner of each Unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the Owner. Multiple

Owners are jointly and severally liable. Except as provided in Section 20.3 below, whenever title to a condominium parcel is transferred for any reason, the new Owner is jointly and severally liable with the previous Owner for all assessments which came due prior to the transfer and remain unpaid without prejudice to any right the new Owner may have to recover from the previous Owner any amounts paid by the new Owner.

10.5 No Waiver or Excuse from Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any common elements, by abandonment of the Unit on which the assessments are made, or by interruption in the availability of the Unit, common elements and Association Property, or for any reason whatsoever. No Owner may be excused from payment of his or her share of the common expenses unless all Owners are likewise proportionately excused from payment, except as otherwise provided in Section 20.3 below as to certain mortgagees. The foregoing shall not prohibit the Board from exercising sound business judgment in accepting less than full payment from a delinquent Owner in the event of a bankruptcy, mortgage foreclosure or other situation in which it is likely that the Association would otherwise receive a lower or zero recovery of amounts owed the Association.

10.6 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. Assessments shall be deemed paid when received by the Association or its legal counsel, or designated financial institution, unless a check is returned for insufficient funds. The Association or its legal counsel may require payment to be made by a cashier's check if an Owner's check has previously been returned for insufficient funds or if a foreclosure sale is pending. The Association may also impose a late payment fee (in addition to interest) to the maximum extent permitted by law. Assessments and installments thereon shall become due, and the Owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late payment fees, costs of collection and attorney's fees, and finally to delinquent assessments.

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

10.8 Liens. The Association has a lien on each Unit securing payment of past due assessments,

including interest and attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit. Except as otherwise provided by Section 718.116 F.S., the 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 Collier County, Florida. The Claim of Lien must state the description of the Unit, the name of the record Owner, the amount due, the name and address of the Association, and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments whether accruing before or after the recording of the Claim of Lien and prior to the entry of a Certificate of Title, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. Upon full payment and clearing of funds, the person making the payment is entitled to a Satisfaction of Lien.

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

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

10.11 Certificate as to Assessments. Within 15 days after request by an Owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the Owner have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby.

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

11.1 Association Maintenance. The Association shall be responsible for the maintenance, repair, and replacement of the common elements of the Sections and the Association Property and the utilities, wiring, piping, ducts or other mechanical or electrical or other installations or equipment serving the common elements or the Association Property. All incidental damage caused to a Unit by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any modification, installation, alteration or addition made by an Owner. If the maintenance, repair or replacement of any of the above is necessary due to the negligence of an Owner, his or her family, lessees, invitees or guests, the work shall be done by the Association at the expense of that Owner, who shall be

responsible for all damages, costs, liability and attorney's fees, if any.

11.2 Owner Maintenance. Each Owner is responsible, at his or her own expense, for all maintenance, repairs, and replacements of his or her own Unit, except the portions to be maintained, repaired or replaced by the Association. No Owner shall alter, remove or add to the portions of the Unit which are to be maintained by the Association, or impair any easements in favor of the Association or a public utility. Alterations to the Owner's recreational vehicle or other structures or improvements located on a Unit shall be made only in accordance with and to the extent required by the Architectural Requirements.

11.3 Use of Licensed and Insured Contractors; Construction Lien Law. Whenever an Owner contracts for maintenance, repair, replacement, alteration, addition or improvement, whether with or without Association approval, such Owner shall be deemed to have warranted to the Association and its members that his or her contractor(s) are properly licensed and fully insured and that the Owner will be financially responsible for any resulting damage to persons or property. The Owner also agrees to comply with the requirements of Chapter 713, Florida Statutes and to indemnify the Association and its members from any construction liens which may attach to common elements and which are attributable to work performed by or for the benefit of the Owner. The Owner is solely responsible for compliance with all building and other regulatory codes and for securing any required building or other permits for any modification, maintenance or alteration to a Unit, and approval from the Board shall in no way be deemed a representation that the work to be performed on behalf of the Owner is in compliance with any applicable code.

11.4 Alterations and Additions to Common Elements and Association Property. The protection, maintenance, repair, insurance and replacement of the common elements of each Section and Association Property is the responsibility of the Association. Beyond this function, the Association shall make no material alteration of nor substantial additions to, the common elements or the Association's real property without prior approval of a plurality of the Owners who are present, in person or by proxy, at a meeting of the Owners at which a quorum has been established. If work reasonably necessary to protect, maintain, repair, replace or insure the common elements or Association Property or to comply with any local, state or federal law or regulation, also constitutes a material alteration or substantial addition to the common elements of a Section or the Association's real property, no prior Owner approval is required.

11.5 Enforcement of Maintenance. If, after reasonable notice, an Owner fails to maintain his or her Unit as required by this Declaration, the Association shall have the right, but not the obligation, to institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the Unit, with or without notice to or consent of the Owner or the occupants of the recreational vehicle or other structure, to repair, replace, or maintain any item which in the reasonable judgment of the Board of Directors may constitute a health or safety hazard to other property or residents or which has a material adverse effect on the appearance of Imperial Wilderness. Any expenses incurred by the Association in performing work within the Unit as authorized by this Declaration shall be charged to the Owner, together with reasonable attorney's fees and other costs of collection, if any, which expense shall be secured by a lien against the Unit and may be foreclosed in the same manner as common expenses.

11.6 Negligence: Damage Caused by Condition in Unit. The Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of the Association Property, common elements, other Units, or personal property made necessary by his or her act or negligence, or by that of any member of his or her family or his or her guests, employees, agents, or tenants. Each Owner has a duty to maintain his or her Unit and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Association Property, the common elements or the property of other Owners and residents. If any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Units, the common elements, Association Property or property within other Units, the Owner of the offending Unit shall be liable for the damage.

11.7 Association's Access. The Association has an irrevocable right of access to the Units for the purposes of protecting, maintaining, repairing, and replacing the common elements (including any utilities located thereon), and as necessary to prevent damage to one or more Units. The Association may not enter a recreational vehicle without the prior consent of the Owner, except in the event of an emergency.

12. USE RESTRICTIONS: All applicable laws, zoning ordinances, governmental regulations, and the Condominium Documents shall govern the conduct of all occupants in Imperial Wilderness. The Rules and Regulations may be made and amended from time to time with the approval of a plurality of the Owners who are present, whether in person or by proxy, at a meeting of the Owners at which a quorum has been established. No new or amended restriction may be enforced prior to approval by the Owners. The Association shall furnish to the Owners copies of any amendments to the Condominium Documents, including the Rules and Regulations. No new or amended restriction may discriminate against any group or class of users. The Association is not required to record any new or amended Rules and Regulations in the Public Records of Collier County, Florida.

13. LEASING OF UNITS: In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Units by their Owners shall be restricted as provided in this section. All leases of Units must be in writing. An Owner may lease only his or her entire Unit, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc.

13.1 Procedures.

(A) Notice by the Owner. An Owner intending to lease his or her Unit shall give to the Board of Directors or its designee written notice of such intention at least 10 days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, a completed lease application and such other information as the Board may reasonably require. The proposed lessee must sign for having received copies of the rules and regulations of the Association prior to occupancy. Each lease shall provide, and if it does not, shall be deemed to state that the lessee agrees to abide by all of the Condominium Documents and that failure to do shall be a breach of the lease.

(B) Board Action. After the required notice and all information requested have been provided, the Board shall have 10 days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.

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

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

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

(3) the application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium Documents.

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

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

(6) the lessee, during previous occupancy, has evidenced an attitude of disregard for the Condominium Documents;

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

(8) the Owner fails to give proper notice of his or her intention to lease his or her Unit to the Board of Directors.

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

(E) Applications: Assessments. Applications for authority to lease shall be made to

the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying condominium assessments may not be delegated to the lessee.

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

13.2 Term of Lease and Frequency of Leasing. The minimum lease term is thirty (30) days. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

13.3 Occupancy During Lease term. No more than four (4) overnight occupants are allowed to occupy a leased Unit. The Owner shall not be permitted to occupy the Unit during the lease term, but may inspect the Unit pursuant to his or her rights under Chapter 83, Florida Statutes.

13.4 Use of Common Elements and Association Property. To prevent overtaxing the facilities, an Owner whose Unit is leased may not use the Association Property or common elements during the lease term, except for purpose of accessing the Unit to inspect it pursuant to Chapter 83, Florida Statutes.

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

13.6 Fees and Deposits for the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a Unit, the Association may charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by the Condominium Act as the same may be amended from time to time. No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require any security deposits that are authorized by the Condominium Act, as the same may be amended from time to time which security deposit shall protect against damage to the common elements or Association Property. Handling of the security deposit and claims against the security deposit shall be in accordance with Chapter 83, Florida Statutes, as the same may be amended from time to time.

13.7 Unapproved Leases. Any lease of a Unit not approved pursuant to this Section 13 shall be void and unenforceable unless subsequently approved by the Board.

14. TRANSFER OF OWNERSHIP OF UNITS: In order to maintain a community of congenial,

financially responsible residents with the objectives of protecting the value of the Units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a Unit shall be subject to the following provisions:

14.1 Forms of Ownership:

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

(B) Co-Ownership. Co-ownership of Units is permitted. If the co-Owners are to be other than husband and wife, or two (2) persons who reside together as a single housekeeping unit, the Board shall condition its approval upon the designation by the proposed new Owners of not more than two (2) approved persons as "primary occupants". The intent of this provision is to allow co-ownership, but not to create circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families. The use of the Unit by other persons shall be as if the primary occupants were the only actual Owners. Any subsequent change in the primary occupants shall be treated as a transfer to ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any 12-month period.

(C) Ownership by Corporations, Partnerships or Trusts. A Unit may be owned in trust, or by a corporation, partnership or other entity which is not a person, if approved in the manner provided elsewhere herein. The approval of a trust, or corporation, partnership or other entity as an Owner shall be conditioned upon designation by the Owner of not more than two (2) natural persons to be the "primary occupants". The intent of this provision is to allow flexibility in estate, financial or tax planning, but not to create circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families. The use of the Unit by other persons shall be as if the primary occupants were the only actual Owners. Any subsequent change in the primary occupants shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any 12-month period.

(D) Designation of Primary Occupants. If any Owner fails to designate a primary occupant when required to do so, the Board of Directors may make the initial designation for the Owner, and shall notify the Owner in writing of its action. The requirement that an Owner designate a primary occupant shall not apply to Owners who received title to a Unit prior to the adoption of this Amended and Restated Master Declaration of Condominium.

(E) Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 14.2 below. In that event, the life tenant shall be the only Association member from such Unit, and occupancy of the Unit shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the Unit. Any consent or approval required of association members may be given by the life

tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-Owners for purposes of determining voting and occupancy rights under Section 14.1(B) above.

14.2 Transfers.

(A) Sale. No Owner may transfer a Unit or any ownership interest in a Unit by sale (including agreement for deed) without prior written approval of the Board of Directors. A gift of a Unit for estate-planning purposes shall be made in accordance with (B) below, but any other gift shall be made in accordance with this paragraph (A).

(B) Devise, Gift or Inheritance. No prior Association approval shall be required for a conveyance in the event any Owner acquires his or her title by devise, gift or inheritance, it being recognized that the Association does not wish to interfere with estate-planning by Owners. However, the new Owner's right to occupy or use the Unit shall be subject to the approval of the Board of Directors under Section 14.3(A)(2) below. The approval for occupancy and use shall be in accordance with and subject to the "55 and Over Rules" (as defined in Section 4.17 above).

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

(D) To facilitate transfers proposed during times when many of its members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, or to any officer or the manager.

14.3 Procedures.

(A) Notice to Association.

(1) Sale. An owner intending to make a sale of his or her Unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days before the intended closing date, together with the name and address of the proposed purchaser, a copy of the executed sales contract, if any, a completed sales application and such other information as the Board may reasonably require. The same approval procedures shall apply to any gift and donee if the gift of the Unit is made for other than estate-planning purposes.

(2) Devise, Gift (Estate-Planning), Inheritance or Other Transfers. The transferee must notify the Board of Directors of his or her ownership and submit a certified copy of the instrument evidencing his or her ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board, but

may sell or lease the Unit following the procedures in this Section or Section 13.

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

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

(B) Board Action. Within 20 days after receipt of the required notice and all information or interview requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by any officer of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

(C) Disapproval With Good Cause. Approval of the Association shall be withheld for good cause only if a majority of the whole Board so votes. Only the following may be deemed to constitute good cause for disapproval:

(a) the application on its face gives the Board reasonable cause to believe that the applicant intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;

(b) the person seeking approval has failed to provide the information, fees or interview (if any) required to process the application in a timely manner, or provided false information during the application process.

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

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

14.5 Unapproved Transfers. Any sale or transfer which is not approved, or which is

disapproved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board.

14.6 Fees Related to the Sale of Units. Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a Unit, the Association may charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by the Condominium Act, as the same may be amended from time to time.

15. INSURANCE: In order to adequately protect the Association and its members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

15.1 By the Owner. Each Owner is responsible for insuring his or her own Unit, the recreational vehicle or other structure located thereon, and his or her personal property located in the Unit. Each Owner is expected to carry homeowner's insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that he bears financial responsibility for any damage to his or her property or liability to others that would otherwise be covered by such insurance.

15.2 Association Insurance: Duty and Authority to Obtain. The Board of Directors shall use its best efforts to obtain and keep in force the insurance coverage which it is required to carry by law and under the Condominium Documents, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure.

15.3 Required Coverage. The Association shall use its best efforts to obtain and maintain adequate insurance covering all of the buildings and improvements located on the Association Property and the common elements, in amounts determined annually by the Board of Directors, such insurance to afford the following protection:

(A) Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract.

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

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

(D) Automobile. Automobile liability for bodily injury and property damage for all

owned and non-owned motor vehicles, in such limits of protection and with such coverage as may be determined by the Board of Directors.

(E) Workers' Compensation. The Association shall maintain Workers' Compensation insurance on at least a minimum premium basis.

(F) Directors, Officers and Committee Members' Liability (Errors and Omissions).

(G) Fidelity Bond/Insurance.

15.4 Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and Owners. Some of the more common options include:

(A) Additional flood insurance.

(B) Boiler and Machinery coverage (includes breakdown on common element air conditioning units).

(C) Broad Form Comprehensive General Liability Endorsement.

(D) Medical Payments.

(E) Leakage, seepage and wind-driven rain.

15.5 Description of Coverage. A detailed summary of the coverage included in the master policies, and copies of the master policies, shall be available for inspection by Owners or their authorized representatives upon request.

15.6 Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Owners, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

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

(A) Association Property. Proceeds on account of damage to the Association Property shall be held by the Association.

(B) Common Elements. Proceeds on account of damage to common elements shall be held in as many individual shares as there are Units in the applicable Section, the shares of each Owner being the same as his or her share in the common elements.

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

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

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

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

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

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

16.1 Damage to Units. The Owner(s) of the damaged Unit(s) and any recreational vehicle or structure(s) located thereon shall be responsible for reconstruction and repair (or removal of the recreational vehicle or structure(s), including any debris), including any costs in excess of the Owner's insurance proceeds.

16.2 Damage to Association Property -Less than "Very Substantial". Where loss or damage occurs, but the loss is less than "very substantial", as hereinafter defined, it shall be mandatory for the

Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

(A) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.

(B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all Owners. Such special assessments need not be approved by the Owners. The proceeds from the special assessment shall be added to the funds available for repair and restoration of the property.

(C) It shall be presumed that damage to the roadways or other improvements located in the common elements of any particular Section shall be repaired after casualty, unless the Owners in each Section vote to terminate their Section.

16.3 "Very Substantial" Damage. As used in the Declaration, the term "very substantial" damage shall mean loss or damage whereby at least fifty-one percent (51%) or more of any one building or recreational facility located on the Association Property cannot reasonably be expected to be rendered capable of being issued a certificate of occupancy by Collier County, Florida within one hundred eighty (180) days of the casualty. Should such "very substantial" damage occur then:

(A) The Board of Directors and the officers, or any of them, are authorized, regardless of any other provision of this Declaration, to take such action as may reasonably appear to be necessary under emergency conditions. This authority includes actions to protect life and property, to evacuate or shore-up structures and salvage property, to engage security to protect against looting or other criminal acts, and to alter the Association Property as might be reasonable under the circumstances to protect the Association Property from further damage or deterioration. This authority includes the authority to expend any and all available association funds, including reserves.

(B) The Board of Directors shall endeavor to obtain comprehensive, detailed estimates of the cost of repair and restoration.

(C) A meeting of the members shall be held as soon as is possible after the Board has obtained the estimates, to determine the opinion of the membership with reference to rebuilding of the applicable building or recreational facility. The meeting shall be held not later than one hundred eighty (180) days after the casualty. All of the foregoing shall be subject to the following:

(1) If the insurance proceeds, reserves and other association funds available for the restoration and repairs that are the Association's responsibility are sufficient to cover the estimated cost thereof so that it is reasonably anticipated that the repairs and reconstruction can be accomplished without levying a special assessment that exceeds fifteen percent (15%) of the total annual budget for the

Association in the fiscal year in which the casualty occurred, the building or facility shall be repaired and reconstructed unless the Owners of not less than 364 Units vote that it shall not be rebuilt.

(2) If the insurance proceeds, reserves and other Association funds available for restoration and repair are not sufficient to cover the estimated cost thereof, and it is reasonably anticipated that the repairs and reconstruction can be accomplished only by levying special assessments exceeding fifteen percent (15%) of the total annual budget for the Association in the fiscal year in which the casualty occurred, the building or facility shall not be repaired or reconstructed unless the Owners of not less than 364 Units vote in favor of such repair or reconstruction. If the requisite number of Owners do not vote against such repair or reconstruction, the Board of Directors shall levy such assessments as are necessary, and shall proceed with the necessary repairs and reconstruction. The proceeds from the special assessments shall be added to the funds available for repair and reconstruction.

(D) If any dispute shall arise as to whether "very substantial" damage has occurred, or as to the amount of special assessments required, a determination by the Board of Directors shall be conclusive, and shall be binding upon all persons.

16.4 Application of Insurance Proceeds. The first monies disbursed for repair and reconstruction shall be from insurance proceeds; if there is a balance left in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be retained by the Association or in the discretion of the Board of Directors, distributed to the beneficial owners, remittances to Owners and their mortgagees being payable jointly to them.

16.5 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building or facility, unless the applicable zoning ordinances or other governmental regulations require the use of different plans and specifications.

17. CONDEMNATION:

17.1 Deposit of Awards with Association. The taking of all or any part of Imperial Wilderness by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Owners, the Owners shall deposit the awards with the Association; and if any fail to do so, a special charge shall be made against a defaulting Owner in the amount of his or her award, or the amount of that award shall be set off against any sums payable to that Owner.

17.2 Determination Whether to Reconstruct Association Property or Terminate a Section. Whether the Association Property will be reconstructed after condemnation will be determined in the same manner provided for determining whether damaged property will be reconstructed and repaired after a casualty. If the roadway or utilities servicing a Section are condemned in a manner which renders more than 51% of the Units in that Section uninhabitable, or more than 51% of the Units are condemned to the extent that they are rendered uninhabitable, then whether that Section will be terminated will be determined in the

same manner as to whether Association Property will be reconstructed after “very substantial” damage, except that the size of the annual budget and the percentage of Owners who shall determine whether to terminate that Section shall be based solely on the assessments applicable only to that Section and the number of Units in that Section, respectively.

17.3 Disbursement of Funds. If a Section is terminated after condemnation, the proceeds of all awards and special assessments shall be distributed to the beneficial owners, remittances to Owners and their mortgagees being payable jointly to them, in the same proportion as the Owners own the common elements in that Section. If the Section is not terminated after condemnation, but the size of the Section will be reduced, the Owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds as set forth in Section 17.2.

17.4 Association as Agent. The Association is hereby irrevocably appointed as each Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purposes of realizing just compensation.

17.5 Units Reduced but Habitable. If the condemnation reduces the size of a Unit and the remaining portion of the Unit is habitable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Section:

(A) Restoration of Unit. The Unit shall be made habitable. If the cost of restoration exceeds the amount of the award, the additional funds required shall be paid by the Owner of the Unit.

(B) Distribution of Surplus. The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees.

17.6 Unit Made Not Habitable. If the condemnation is of an entire Unit or reduces the size of a Unit so that it cannot be made habitable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Section:

(A) Payment of Award. The fair market value of the Unit immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagee(s).

(B) Addition to Common Elements. If possible and practical, the remaining portion of the Unit shall become a part of the common elements and shall be placed in condition for use by some or all Owners in a manner approved by the Board of Directors.

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

(D) Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Owner and to condition the remaining portion of the Unit for use as a part of the common elements, the additional funds required for those purposes shall be raised by special assessment against Units that will continue as Units after the changes in the Section affected by the taking. The assessments shall be made in proportion to the shares of those Units in the common elements after the changes affected by the taking.

(E) Arbitration. If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Owner, the first mortgagee, if any, and the Association shall each appoint one certified real property appraiser, who shall appraise the Unit and determine the fair market value by computing the arithmetic average of their appraisals of the Unit. A judgment of specific performance upon the fair market value calculated in this way may be entered in any court of competent jurisdiction. Each party shall bear the cost of his or her own appraiser.

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

17.8 Amendment of Declaration. Any changes in Units and in the common elements, in the ownership of the common elements, and in the sharing of common expenses that are necessitated by condemnation shall be accomplished by amending this Declaration. Such amendment must be approved only by a majority of all Directors, and the consent of Owners or mortgagees is not required for any such amendment.

18. TERMINATION: A Section may be terminated in the following manner:

18.1 Agreement. A Section may be terminated at any time by written agreement of the Owners of 80% of the Units in that Section and all holders of a mortgage or lien on any Unit in that Section.

18.2 Very Substantial Damage. If the Section, as a result of condemnation, suffers damage or a loss of habitable Units to the extent described in Section 17.2 above, and it is not decided as therein provided that it will be terminated, the condominium form of ownership of the property in that Section will thereby terminate without agreement.

18.3 General Provisions. Upon termination, the former Owners shall become the owners, as tenants in common, of all common elements and common surplus for that Section. The shares of such tenants in common shall be the same as were their shares of the common elements. The mortgagee or lienor of an Owner shall have a mortgage or lien solely and exclusively upon the undivided share of such tenant in common in and to the common elements and common surplus of that Section which he may become entitled to receive by reason of such termination. The termination of the Section shall be evidenced by a Certificate of Termination, executed by the Association with the formalities of a deed, and certifying as to the facts effecting the termination. Termination shall become effective when that certificate is recorded in the Public Records of Collier County, Florida. The termination of a Section shall not operate to extinguish any of the easement rights granted in favor of the Owners of the remaining Sections, as provided elsewhere in this Declaration or in any other recorded instrument.

18.4 New Condominium. Termination of a Section does not bar creation of another Section affecting all or any portion of the same property.

18.5 Partition Sale. Following termination of a Section, the condominium property in that Section may be partitioned and sold upon the application of any Owner. If following a termination, the Owners of not less than two-thirds (2/3) of the Units in that Section agree to accept an offer for the sale of the property, all Owners shall be bound to execute deeds and other documents reasonably required to effect the sale. In that event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto. If the Owners in the Section have not authorized a sale of the former condominium property within one (1) year after the recording of the Certificate of Termination, the Association may proceed to sell the condominium property without agreement of the Owners in that Section. The Association shall have a right of first refusal on behalf of the Owners in all other Sections with respect to the acquisition of the condominium property in a terminated Section for a price determined by the Association and 2/3 of the Owners in that Section, or in the absence of such agreement, for fair market value. The fair market value shall be determined by the arithmetic average of appraisals by two state-certified property appraisers, one selected by the Owners in the terminated Section and the other by the Association. The cost of the appraisals, and all other closing costs shall be shared equally by the Association and the selling Owners, except that the purchaser shall pay for his or her own title insurance, and all costs of mortgage financing. Real property taxes and condominium assessments shall be prorated to the day of closing and the parties shall bear their own attorneys fees, if any. The closing shall take place not longer than ninety (90) days after the date of the sales contract. Failure or refusal to close by either party shall constitute a breach of contract and shall entitle the other party to seek specific performance or damages.

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

18.7 Provisions Survive Termination. The provisions of this Section 18 are covenants running

with the land, and shall survive the termination of all Sections until all matters covered by those provisions have been completed.

19. ENFORCEMENT:

19.1 Duty to Comply; Right to Sue. Each Owner, his or her tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act and the Condominium Documents. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by an Owner against:

- (A) The Association;
- (B) An Owner;
- (C) Anyone who occupies or is a tenant or guest in a Unit; or
- (D) Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

19.2 Waiver of Rights. The failure of the Association or any member to enforce a right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived by an Owner if the waiver would adversely affect the rights of the Owner or defeat the purpose of the provision, except that Owners or Directors may waive notice of specific meetings as provided in the Bylaws.

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

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

20. RIGHTS OF MORTGAGEES:

20.1 Approvals. Written consent of the Institutional Mortgagee of a Unit shall be required for any amendment to the Declaration which would decrease the Unit's share of ownership of the common elements, except as otherwise provided in Sections 17.5(C), 17.6(C) and 17.8.

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

20.3 Mortgage Foreclosure. If the mortgagee of a first mortgage of record acquires title to a condominium parcel as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, the mortgagee of title shall be liable for the share of common expenses or assessments attributable to the condominium parcel, which came due prior to the mortgagee's acquisition of title, to the fullest extent provided by the Condominium Act, as the same may be amended from time to time. Any unpaid share of common expenses for which such acquirer is exempt from liability becomes a common expense collectible from all Owners. No acquirer of title to a condominium parcel by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any assessments coming due during the period of such ownership.

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

20.5 Right to Inspect Books. The Association shall make available to Institutional Mortgagees requesting same current copies of the Condominium Documents and the official records of the Association. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

20.6 Lender's Notices. Upon written request to the Association, any Institutional Mortgagee shall be entitled to timely written notice of:

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

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

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

21. AMENDMENT OF DECLARATION: Amendments to this Declaration shall be proposed and adopted in the following manner:

21.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors, or by written petition to the Board signed by the Owners of at least 137 Units.

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

21.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Condominium Documents, this Declaration may be amended if the proposed amendment is approved by the Owners of at least 274 Units, at an annual or special members' meeting. Amendments may also be approved by written consent of the Owners of at least 274 Units. No Declaration for a particular Section shall be amended independently of the Declarations for any or all other Sections. The Condominium Documents shall be deemed amended by virtue of revisions to laws, regulations and judicial decisions which control over conflicting provisions of the Condominium Documents. The Board of Directors shall have the authority to amend the Condominium Documents in order to conform the provisions thereof with such revisions to laws, regulations and judicial decisions. In addition, the Board of Directors may amend the Condominium Documents to correct scrivener's errors or omissions, and amend and restate the Condominium Documents in order to consolidate into one document amendments previously adopted by the members or the Board. Amendments adopted by the Board shall occur at a duly noticed Board meeting (with adoption of the amendments set forth on the agenda).

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

21.5 Proviso. No amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Owner shares the common expenses and owns the common surplus in the Association or his or her Section, unless all record Owners of the Unit, and any Institutional Mortgagee holding a mortgage on the Unit, consent in writing to the amendment. This proviso does not apply to changes caused by condemnation or a taking by eminent domain as provided in Section 17.

22. MISCELLANEOUS:

22.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration,

or any recorded exhibit to this Declaration, shall not effect the remaining portions.

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

22.3 Conflicts. If there is a conflict between this Declaration and the Association's Article of Incorporation or Bylaws, the Declaration shall control. If there is a conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

22.4 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable.

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

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

22.7 Headings. The heading used in the Condominium Documents are for reference purposes only, and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

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