

**DECLARATON OF CONDOMINIUM  
FOR  
NBC Hideout Condominium**

On this 25<sup>th</sup> day of March, 2021, NBC Land Holdings, LLC (“Developer”) make the following declarations for the purpose of submitting real property owned by it to the condominium form of ownership and use, for its own benefit and for the benefit of its successors, grantees and assigns.

1. **THE LAND.** The Developer owns certain real property located in Collier County, Florida, as more particularly described in **Exhibit “A”** attached hereto.
2. **SUBMISSION STATEMENT.** The Developer hereby submits the Land described in **Exhibit “A”** (the “Land”) to this Declaration, as well as all improvements erected or to be erected thereon, all easements, intended for use in connection therewith, to the Condominium form of ownership and use; excluding therefrom, however, any public utility installations, cable television lines, and other similar equipment that are owned by the utility furnishing services to the Condominium. The covenants, both affirmative and restrictive set forth in this Declaration, as it may be amended from time to time, shall run with the land and shall be binding upon and inure to the benefit of all present and future owners of Condominium Units.

The Land is also subject to the Declaration of Covenants, Conditions and Restrictions for Naples Big Cypress recorded in Official Records Book 3573, Page 1152 of the Public Records of Collier County, Florida, as amended from time to time (the “Master Declaration”), and the Declaration of Condominium for Naples Big Cypress Land Condominium, recorded in the Official Records Book 3573, Page 1182, of the Public Records of Collier County, Florida, as amended from time to time (the “Land Declaration”) (this Declaration, the Land Declaration and the Master Declaration collectively referred to as the “Governing Documents”). The acquisition of title to a Unit, or of any other ownership, possessory, security or use interest in the Condominium property, as well as the lease, occupancy, or use of any portion of the Condominium property shall constitute an acceptance and ratification of all provisions of the Governing Documents as the same may be amended from time to time, and shall signify unconditional agreement to be bound by their terms.

3. **NAME.** The name of this Condominium shall be “NBC Hideout Condominium, a Commercial Condominium.”
4. **DEFINITIONS.** Certain words and phrases are used in this Declaration and its recorded exhibits which the meanings stated below, unless the context clearly requires a different meaning
  - 4.1 **“Assessment”** means the shares of the funds required for the payment of common expenses which from time to time are assessed against the Units.
  - 4.2 **“Articles”** means the Articles of Incorporation of NBC Hideout Condominium Association, Inc., a Florida not-for-profit corporation, a copy of which is attached hereto as **Exhibit “C.”**
  - 4.3 **“Association”** means NBC Hideout Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of this Condominium.
  - 4.4 **“Association Property”** means all property, real or personal, owned or leased by the Association for the use and benefit of the Unit Owners.
  - 4.5 **“Board of Directors”** or **“Board”** means the body of elected representatives of the Unit Owners which is responsible for the administration of the Association.
  - 4.6 **“Bylaws”** means the By-laws of the Association, a copy of which is attached as **Exhibit “D”** hereto.

4.7 **“Condominium Property”** means the lands and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

4.8 **“Common Elements”** or **“Common Areas”** means the portions of the condominium property not included in the Units. The term “Common Elements” or “Common Areas” when used throughout this Declaration shall mean both Common Elements or Areas and Limited Common Elements or Areas, unless the context otherwise specifically requires.

4.9 **“Common Expenses”** means

(A) Expenses of administration, expenses of insurance, maintenance, operation, repair, replacement and betterment of the Common Elements, and of the portions of Units to be maintained by the Association.

(B) Expenses declared Common Expenses by provisions of this Declaration of the By-laws.

(C) Any valid charge against the condominium as a whole.

4.10 **“Common Surplus”** means the excess of all receipts of the Condominium Association collected on behalf of the condominium, including but not limited to assessments, rents, profits and revenues on account of the Common Elements over the amount of the Common Expenses.

4.11 **“Institutional Mortgagee”** means the holder (or its assignee) of a mortgage against a Condominium parcel, which mortgage is a bank, saving and team association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, or any agency of the United States of America.

4.12 **“Lease”** means the grant by a Unit Owner to another person of a temporary right to use of an Owner’s Unit for valuable consideration.

4.13 **“Limited Common Elements”** are those Common Elements that are reserved for the use of a certain Unit or Units, to the exclusion of other Units.

4.14 **“Master Association”** shall mean the Naples Big Cypress Property Owners Association, Inc.

4.15 **“Owner”** or **“Unit Owner”** means an owner of an interest in one or more Units to the extent of such interest. The term Owner or Unit Owner shall not mean or refer to any mortgagee unless and until any such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

4.16 **“Parcel”** or **“Condominium Parcel”** consists of a Unit and the undivided share in the Common Elements which is appurtenant to the Unit.

4.17 **“Rules and Regulations”** means the rules, regulations and policy decisions made or promulgated by the Board of Directors, governing the use of the Common Elements and the operation of the Association.

4.18 **“Unit”** means a part of the Condominium Property which is subject to exclusive ownership referring herein to each separate and identified Unit delineated on **Exhibit “B”** attached to this Declaration.

4.19 **“Voting Interests”** refers to the arrangement established in the Condominium Documents by which the owners of each Unit are entitled to vote in Association matters.

## 5. DEVELOPMENT PLAN; SURVEY AND PLOT PLANS

**5.1 Survey and Plot Plans.** Attached to this Declaration as **Exhibit "B"**, and incorporated by reference herein, are a survey of the Land, and plot plans which show the Units, their locations and the Common Elements, together with a Surveyor's Certificate of Substantial Completion. Together with this Declaration, the exhibit identifies the Common Elements and Limited Common Elements, and their relative locations and dimensions.

**5.2 Identification of Units.** This is a phase condominium. The Land first hereby submitted to the Condominium form of ownership represents Phase I and II. The Developer reserves the right to add additional land to the Condominium as described on **Exhibit "B"** as Phase III, IV, V, and VI.

(A) At the time of the recording of this Declaration, the Developer is not obligated to construct any improvements on any additional phases or to make any or all the additional phases a part of this Condominium. All units will be identified as shown on **Exhibit "B"**.

(B) Phase I does not contain any Units it consists solely of roadways and parking which are Common Elements. Phase II thru Phase V each consists of one building, containing 7 to 8 Units each, of the dimensions of each Unit only and shall not be relied upon for determining the percentage share of ownership or responsibility for assessments for a Unit.

(C) Developer is not obligated to construct the improvements that would be permitted to be Phases II thru Phases VI, or if any one or all are constructed, the precise sequence of the construction. The Developer is not obligated, whether or not it improves the properties comprising the additional phases, to make any of such phases a part of this Condominium. The Developer reserves the right in completing the additional phases to modify the plot plan and building types to accommodate modifications to the size and mix of Units, movement of the buildings within the phase property lines, and reorientation of the facing of the buildings within each phase. This would be to accommodate what the Developer determines in the exercise of its absolute discretion to be a more aesthetic or appropriate use and building system for that phase.

(D) Each of the remaining phases, if constructed, is contemplated to consist of one one-story building each with each building containing the number of units of the size and dimensions shown and identified on **Exhibit "B"**. Phase I does not contain any Unit and consists of Common Elements.

(E) Initially, the Condominium will consist of Phase I, which consists of Common Elements only, Phase II, which contains 7 Units. The anticipated maximum number of Units in the Condominium will be 44. As each phase is added, the owner of each Unit therein shall become a member of the Condominium Association and be entitled to vote in accordance with the provisions hereunder.

(F) The effects of the addition to each phase on the distribution of common expenses, common elements and common surplus will be as described in Section 6 below.

(G) The time period in which all phases, if added, must be added to this condominium is seven years from the date of the recording of this Declaration.

**5.3 Unit Boundaries.** Each Unit shall include all parts of the building in which the Unit is located that lie within the following boundaries:

(A) Upper and Lower Boundaries. The upper and lower boundaries of the Unit are the following boundaries, extended to their intersections with the perimeter boundaries:

(1) Upper Boundaries. The plane or planes of the unfinished lower surface of the ceiling of the Unit. Included in the Unit are all paint, drywall, plasterboard, lath, furring, acoustical or other ceiling tiles and related hardware, light fixtures, vents and other materials constituting part of the interior surfaces of the ceiling. Concrete slabs are not within the Unit boundaries.

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

(B) Perimeter Boundaries. Exterior perimeter boundaries of the Unit shall be the vertical planes of the unfinished exterior walls bounding the Unit (if any), extended to their intersections with the upper and lower boundaries. Interior perimeter boundaries shall be to the middle of the dividing wall between the Units, if any. If no dividing wall is constructed between the Units, then the interior boundaries shall be per the dimensions shown on **Exhibit "B"**. Included within the Unit are all lath, plasterboard, wallboard, drywall, paneling, tile, wallpaper, paint, molding, concrete block and other materials constituting part of the interior surfaces of any walls. No part of the interior non-boundary walls within a Unit shall be considered a boundary of the Unit.

(C) If any chute, flue, vent, duct, wire, pipe, conduit, bearing wall, earring column, or any other fixture lies partially within and partially outside the boundaries of a Unit, any portion serving that Unit exclusively is a Limited Common Element, and any portion serving more than one Unit, or any portion of the Common Elements, is a part of the Common Elements.

(D) Subject to paragraph (B) above, all spaces, interior partition walls, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

(E) All exterior doors including roll-ups, windows, awnings, canopies, and screens or other fixtures designed to serve a single Unit, but located outside or as part of the Unit's boundaries, are Limited Common Elements allocated exclusively to the Unit(s) they serve and the cost of maintenance, repair and replacement of such elements shall be borne solely by the Unit owner.

In cases not specifically covered herein, or in case of conflict or ambiguity, the above provisions describing the boundary of a Unit shall control, it being the intention of this Declaration that the actual "as built" boundaries of the Unit as above described shall control over erroneous dimensions contained in **Exhibit "B"**. If any dimension as shown on **Exhibit "B"** is erroneous, the Developer or the President of the Association, shall have the right to unilaterally amend the Declaration to correct such survey. Any such amendment shall not require the joinder of any Unit Owner or Institutional Mortgagee so long as the purpose of the amendment is to correct an error and correctly describe the boundaries of a Unit. The dimensions shown on **Exhibit "B"** are the dimensions of the interior of the Unit only and shall not be relied upon for purposes of calculating the percentage ownership of each Unit in the Common Elements or each Unit's proportionate share of assessments.

## 6. CONDOMINIUM PARCELS; APPURTENANCES AND USE.

6.1 Shares of Ownership. The owner of each Unit owns a percentage of the undivided shares in the Common Elements and the Commons Surplus calculated by dividing the total square footage of each Unit, as shown on **Exhibit "B"** by the total square footage of all Units combined which have been added to the Condominium from time to time. If only Phase I, Phase II and Phase III, for example, are

added, then for purposes of calculating each Unit's, percentage, the total square footage of the Units initially submitted to this Declaration based on Phase II is approximately 18,625 square feet.

**6.2** Appurtenances to Units. The owner of each Unit has certain rights and owns a certain interest in the Condominium property, including without limitation the following:

(A) The undivided ownership share in the Land and other Common Elements and the Common Surplus, as specifically set forth in Section 6.1 above.

(B) Membership and voting rights in the Association, which are acquired and exercised as provided in the Articles of Incorporation and Bylaws of the Association.

(C) The exclusive right to use the Limited Common Elements reserved for the Unit as described in Section 8 of this Declaration, and the right to use the Common Elements.

(D) An exclusive right to use the Limited Common Elements reserved for the Unit as it exists at any particular time and as it may lawfully be altered or reconstructed from time to time.

(E) Other appurtenances as may be expressly provided in this Declaration and its exhibits.

**6.3** Use and Possession. Subject to the Association's statutory rights of entry for certain purposes, each Unit Owner is entitled to exclusive use and possession of his Unit. He is entitled to use the Common Elements in accordance with the purposes for which they are intended, but no use of the Unit or of the Common Elements may unreasonably interfere with the rights of other Unit, Common Elements and Limited Common Elements shall be governed by this Declaration and by the rules and regulations adopted by the Board of Directors, as provided in Section 7 of the Bylaws.

**6.4** Voting Rights. Each Unit Owner shall vote in the same percentage as that Unit's percentage share of ownership as calculated in Section 6.1. If this Condominium is operated as part of a multi-condominium as provided in Section 9.13, then for all matters requiring a vote of the Unit Owners, including the election of directors, each Unit Owner shall vote in a percentage calculated by dividing the total square footage of each Unit by the total square footage of all Units combined which are operated by the multi-condominium association. Each Unit Owner will have the right to personally cast his or her own vote in all matters voted upon.

## 7. EASEMENTS.

**7.1** Easements. Each of the following easements and easement rights is reserved over, across and through the Condominium property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium. None of 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 Unit Owners with respect to such easements.

(A) Utility and Other Easements. The Association has the power, without the joinder of any Unit Owner, to grant, modify or move easements such as electric, gas, telecommunications, cable television, or other utility, service or access easements, or relocate any existing easements, in any portion of the Common Elements of Association property, and to grant easements or relocate any existing easements in any portion of the Common Elements of Association property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the installations, and take any other action reasonably necessary to satisfy the requirement of any utility company, service provider

or governmental agency to which any such utility-related equipment or installations are to be so transferred.

**(B) Encroachments.** If for any reason other than the intentional wrongful or unlawful act of a Unit Owner or the Association, any Unit encroaches upon any of the Common Elements or upon any other Unit, or any common element encroaches upon any Unit, then an easement shall automatically be created and exist to the extent of that encroachment as long as the encroachment exists.

**(C) Ingress and Egress.** A non-exclusive easement shall exist in favor of each Unit Owner, and the owner's respective guests, tenants, licensees, and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designed for such purposes, and for persuaded of ingress and egress to the public ways.

**(D) Construction; Maintenance.** The Developer and its agents, employees and contractors shall have the right to enter the Condominium property and take any action reasonably necessary or convenient for the purpose of completing the construction thereof, or correcting warranty matters, as long as the activity does not prevent or unreasonably interfere with the use or enjoyment of the Condominium property by the Unit Owners.

**(E) Sales Activity.** The Developer and its agents, employees and contractors shall have an easement to use, without charge, any Units owned by the Developer and the Common Elements (including, but not limited to, all recreational facilities), in order to establish, modify, maintain and utilize, as it and they deem appropriate, sale and other offices. For example, the Developer and its agents may show unsold Units or the Common Elements to prospective purchasers or tenants, erect signs on the Condominium property, and take all other action helpful for sales, lease and promotion of the Condominium.

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

**7.3 Restraint Upon Separation and Partition.** The undivided share of ownership in the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or encumbered separately from the title to the Unit and passes with the title to the Unit, whether separately described. As long as the Condominium exists, the Common Elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred except as an appurtenance to the Units.

## **8. LIMITED COMMON ELEMENTS.**

**8.1 Description of Limited Common Elements.** Certain Common Elements are reserved for the exclusive use of a particular Unit or Units, to the exclusion of all other Units. The Limited Common Elements and the Units to which their exclusive use its appurtenant, are as described in this Declaration and its recorded exhibits.

**(A) Air Conditioning and Heating Equipment.** All equipment, fixtures and installations located outside of a Unit, which furnish air conditioning or heating exclusively to that Unit, are Limited Common Elements.

(B) Entryways. The airspace comprising an entryway that is attached to and exclusively serves a Unit is a Limited Common Element. No such entryway may be covered, enclosed or modified in any way without prior written approval of the Board of Directors.

(C) Others. If any part of the Common Elements is connected to, partially located within, or exclusively serves a single Unit; and that part is specifically required by this Declaration to be maintained, repaired or replaced by, or at the expense of, the Unit Owner, that part of the Common Elements is deemed a Limited Common Element, the exclusive use of which is appurtenant to that Unit, regardless of whether that part of the Common Elements is specifically described above or not. This paragraph includes windows and doors, including all hardware and framing therefor.

8.2 Exclusive Use. The exclusive right to use a Limited Common Element is an appurtenance to the Unit or Units to which it is designated or assigned. The right to such use shall pass with the Unit on transfer, whether separately described, and cannot be separated from it.

9. **THE ASSOCIATION.** The operation of the condominium is by NBC Hideout Condominium Association, Inc., Florida corporation not for profit, which shall perform its function pursuant to Articles of Incorporation's in the Bylaws of the Association.

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

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

9.3 Delegation of Management Duties. The Association may contract for the management and maintenance of the Condominium property with a license manager or management company to assist the Association in carrying out its powers and duties by performing such function as the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds made available by the Association for such purposes.

9.4 Membership. The members of the Association are the record owners of legal title to the Units, as for their provided in the Bylaws.

9.5 Board of Directors. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explain in the condominium documents, shall be exercised by the Board, subject to the approval of, or consent by, the Unit Owners only when such is specifically required. The number of directors in terms of service shall be stated in the Bylaws, which are incorporated herein by this reference. Except for Directors appointed by the developer, each Director must be at least eighteen (18) years of age, and must be a Unit Owner or agent of the Unit Owner. Tenants under a Lease with a term of more than three years may also serve on the Board of Directors.

9.6 Acts of the Association. Unless the approval or affirmation vote of the Unit Owner 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 unit owners. The officers and Directors of the Association have a fiduciary relationship to the Unit Owners. The Unit Owner does not have the authority to act for the Association merely by reason of being a Unit Owner.

**9.7 Powers and Duties.** The powers and duties of the Association include all powers granted by law and under the Governing Documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium property and Association property. The Association may impose fees for the use of Common Elements or Association property. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownerships, possessory or use interests in lands or facilities, regardless of whether the lands or facilities are contiguous to the lands of the Condominium.

**9.8 Official records.** The Association shall maintain its Official Records as required by law. The record shall be open to inspection by Association 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 members seeking copies.

**9.9 Purchase of Units.** The Association has the power to purchase one or more Units in the Condominium, and to own, lease, mortgage, or convey them, such power to be exercised by the Board of Directors.

**9.10 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. The power to acquire ownership interests in real property shall be exercised by the Board of Directors, but only after approval by at least a majority of the Unit Owners.

**9.11 Disposition of Property.** Any property owned by the Association, whether real, personal or mixed, maybe mortgaged, sold, leased or otherwise encumbered, conveyed or disposed of by the same authority as would be required to acquire the same property under Section 9.9 and 9.10 above.

**9.12 Limitations on Liability.**

(A) **The Association.** The Association has a legal duty to protect, maintain, repair and replace the real property and improvements constituting the Common Elements and the Association property (other than certain Limited Common Elements that are required elsewhere in this Declaration to be maintained by the Unit Owners). The Association, however, did not create the Condominium or build the improvements, and absent legal fault on its part, the Association shall not be liable to anyone for personal injury or property damage caused by the elements, by the Unit Owner or other persons, or buy a latent condition of the property or improvements maintained and operated by the Association.

(B) **The Unit Owners.**

(1) **For Common Expenses.** The liability of a Unit Owner for paying common expenses is limited to the amount he is lawfully assessed for common expenses or otherwise charged from time to time, in accordance with the Condominium Documents.

(2) **For Association Debts or Liabilities.** The owner of the Unit may be liable financially for the acts or omissions of the Association related to the use and maintenance of Common Elements or Association property, or the operation of the Condominium, but only to the extent of the owner's pro rata share of that liability in the same percentage or proportion as his ownership interest in the Common Elements as stated in Section 6.1 above, and in no case shall that liability exceed the value of the owner's Unit.



**9.13 Multi-condominium Association.** This Condominium may be operated as part of a multicondominium. If this Condominium is operated as part of a multi-condominium, each Unit operated by the multi-condominium association, shall be allocated a percentage share of the assets, liabilities, common surplus and common expenses, calculated by dividing the total square footage of each unit by the total square footage of all units combined which are operated by the multi-condominium association. There is common-area bathroom and lobby (w/utility closet) that is part of this condominium that unit owners and any other condominium will have the right to use upon its completion, as part of Phase VI. Prior to the completion of Phase VI, the Developer may locate the common-area bathroom and lobby (w/utility closet) elsewhere within the Condominium Property. However, the Declarant expressly reserves the right to grant Unit Owners in other condominiums the right to use the Common Elements, comprising Phase I and VI, without the consent of any other Unit Owner or mortgagees. If the Developer grants other condominiums the right to use the Common Elements comprising Phase I and VI, each Unit Owners proportionate share of the common expenses in common surplus for maintenance of those Common Elements shall be calculated in accordance with Section 6.4.

## **10. MASTER ASSOCIATION AND LAND CONDOMINIUM ASSOCIATION.**

**10.1 Membership in Master Association.** By taking title to a Unit, the Owner automatically becomes subject to the Naples Big Cypress Property Owners Association (the "Master Association") and subject to the terms and conditions of the Declaration of Covenants and Restrictions for Naples Big Cypress recorded in Official Records Book 3573, at page 1223, et seq. of the Public Records of Collier County, Florida; and also becomes subject to the Naples Big Cypress Land Condominium Association (the "Land Association") and subject to the terms and conditions of the Declaration of Condominium of the Naples Big Cypress Land Condominium, recorded in Official Record Book 3573, Page 1212, of the Public Records of Collier County, Florida.

**10.2 Assessments.** Pursuant to the Governing Documents, the Master Association in the Land Association have the right to assess the Members for all expenses which may be incurred by the Master Association and the Land Association in the performance of their duties. These assessments may be collected by the Association, or may be collected directly by each individual association, in its discretion.

**10.3 Membership in Voting Rights.** In accordance with the provisions of the Governing Documents, all Owners are automatically and irrevocably Members of the Master Association and the Land Association. Voting rights and procedures shall be as outlined in the Governing Documents.

**11. ASSESSMENTS AND LIENS.** The Association has the power to levy and collect assessments against each Unit in order to provide the funds necessary for proper operation and management of the Condominium and for the operation of the Association. This power includes both "regular assessments" for each Unit's share of the common expenses based on the annual budget, and "special assessments" for unusual, non-reoccurring or unbudgeted expenses. The Association may also levy special charges against any individual Unit for any amounts, other then for common expenses, which are properly chargeable against such a Unit under this Declaration or the Bylaws. Assessment shall be levied and payment enforced as provided in Section 6 of the Bylaws, and as follows:

**11.1 Common Expenses.** Common expenses include the expenses of operation, maintenance, repair, replacement or insurance of the Common Elements and Limited Common Elements and Association property, the expenses of operating the Association, and any other expenses properly incurred by the Association for the Condominium, included amounts budgeted and retained for the purpose of funding reserve accounts. The cost of water and sewer services to the Units is a common expense.

**11.2 Share of Common Expenses.** The owner of each Unit is liable for a share of the common expenses equal to his share of ownership of the Common Elements and the Common Surplus, as set forth in Section 6.1 above.

**11.3 Ownership.** Assessments and other funds collected by or on behalf of the Association become the property of the Association; no Unit Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit. No owner can withdraw or receive distribution of his share of the Common Surplus, except as otherwise provided herein or by law.

**11.4 Who is Liable for Assessment.** 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 below as to certain first mortgagees, whenever title to a Condominium Parcel is transferred for any reason, the new owner becomes 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.

**11.5 No Waiver 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 or the Common Elements for any reason whatsoever. No Unit Owners may be excused from payment of his share of the common expenses unless all Unit Owners are likewise proportionately excused from payment, except as otherwise provided in Section 20.1 below as to certain first mortgagees, and as provided in Section 10.12 as to the Developer.

**11.6 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. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said assessments or installments on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late payment fees, court costs and attorney's fees, and finally to delinquent assessments. No payment by check is deemed receivable until the check has cleared.

**11.7 Acceleration.** If any special assessments or installment of a regular assessment as to a Unit is unpaid thirty (30) days after the due date, 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 amount 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 cost 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 certification 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.

**11.8 Liens.** The Association has a lien on each Condominium parcel securing payment of past due assessments, including interest in 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 lien foreclosure suit. The lien is perfected upon recording a Claim of Lien in Public Records of Collier County, Florida, stating the description of the Condominium parcel, the name of the record owner, the assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid

assessments coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

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

**11.10 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.

**11.11 Certificate as to Assessments.** Within fifteen (15) days after request by a Unit Owner or mortgagee (or such earlier number of days as may be required by statute), the Association shall provide a certificate (sometimes referred to as an "estoppel letter") signed by an officer or authorized agency of the Association, stating whether all assessments and other monies owed to the Association by the Unit Owner with respect to the Condominium parcel have been paid. Any person other than the owner who relies upon such certificate shall be protected thereby.

**11.12 Liability of Developer for Common Expenses; Statutory Assessment Guarantee.** Pursuant to Section 718.116, Florida Statutes, as amended, the Developer guarantees that from the recording of this Declaration in the Public Records, until the date control of the Association is turned over to Unit Owners other than the Developer, annual assessments against the owners of each Unit for common expenses will not exceed \$2.30 per square foot exclusive of reserves. If the turnover of control of the Association has not occurred by June 30, 2023, the Developer further guarantees that from July 1, 2023, to the first to occur of the turnover of control or June 30, 2024, annual assessments against the owners of each Unit for common expenses will not exceed \$2.40 per square foot exclusive of reserves. If the turnover of control of the Association has not occurred by June 30, 2025, the Developer further guarantees that from July 1, 2025 until the turnover of control, annual assessments for common expenses against all non-developer Units will not exceed \$2.55 per square foot. After the expiration of the aforementioned initial guarantee period, the Developer may extend the guarantee for one or more periods of one (1) year each; provided however, in no event shall the abovementioned Developer guarantee periods extend later than the first day of the fourth calendar month following the month in which the first closing occurs of a purchase contract for a Unit in the Condominium. During the guarantee period, the Developer and all Units owned by Developer shall not be subject to assessment for common expenses as provided herein. Instead, the Developer agrees to fund the difference, if any, between assessments at the guaranteed level receivable from Unit Owners other than the Developer, and the actual common expenses incurred during the guarantee period. If, at any time during this period, assessments at the guaranteed level collected from Unit Owners other than the Developer are not sufficient to provide timely payment of all common expenses as they come due, the Developer will make such payments when they are due.

**12. 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:

**12.1 Association Maintenance.** The Association is responsible for the protection, maintenance, repair and replacement of all Common Elements and Association property other than those Common Elements and Limited Common Elements that are required elsewhere herein to be maintained by the Unit Owner and the cost is a common expense. The Association's responsibilities include, without limitation:

- (A) The exterior surfaces of the main entrance doors to the Units.
- (B) All exterior building walls, including painting, waterproofing, and caulking.
- (C) Sidewalks and roadways within the Condominium.
- (D) Landscape irrigation of Common Elements.
- (E) Common Area Bathroom / Lobby referenced in Section 9.13 above.

All incidental damage cause to a Unit or Limited Common Elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practicable to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for damage to or any alteration or addition to the Common Elements made or caused by a Unit Owner or his predecessor in title, or any customer, invitee, employee, or patron of a Unit Owner.

**12.2 Maintenance Responsibilities of Unit Owners.** The owner of each Unit is responsible, at his own expense, for all maintenance, repairs, and replacements to his own Unit and for Limited Common Elements that serve only his own Unit.

**12.3 Use of Licensed and Insured Contractors.** Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit or Common Elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

**12.4 Alteration of Units or Common Elements by Unit Owners.** No owner shall make or permit the making of any material alterations or substantial additions to the Common Elements, or obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the Unit, are subject to regulation by the Board of Directors. No owner may alter the landscaping of the Common Elements in any way without prior Board approval. The Board of Directors may revoke or rescind any approval of an alteration or modification previously given, if it appears that the installation has had unanticipated, adverse effect on the Condominium.

**12.5 Alterations and Additions to Common Elements and Association Property.** The protection, maintenance, repair, insurance and replacement of the Common Elements and Association property is the responsibility of the Association and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, not substantial additions to, the Common Elements or the real property owned by the Association costing more than \$25,000 in the aggregate in any fiscal year without prior approval of the owners of at least two thirds (2/3) of the Units, at an annual or special meeting called for the purpose. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the Common Elements or Association property also constitutes a material alteration or substantial addition to the Common Elements, no prior Unit Owner approval is required.

**12.6 Enforcement of Maintenance.** If, after reasonable notice, the owner of a Unit fails to maintain the Unit or its appurtenant Limited Common Elements as required in this Section 11, the Association may institute legal proceeding to enforce compliance, or may take any and all other work within the Unit as authorized by this Declaration shall be charged to the Unit Owner, together with reasonable attorney's fees and other expenses of collection, if any.

**12.7 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 Common Elements, other Units, or personal property made necessary by his act or negligence, or by that of any guests, invitee, customer, patron, employees, agency, or tenants. Each Unit Owner has a duty to maintain his Unit, any Limited Common Element appurtenant to the Unit (except those Limited Common Elements required to be maintained by the Association, as provided in Section 11.1 above), and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Elements of the property of other owners and residents. If any condition, defects or malfunction, resulting from the owner's failure to perform this duty causes damage to other offending Units, the Common Elements, Association property or property within other Units, the owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged property is not occupied at the time the damage is discovered, the Association may enter the Unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread. The Association may also repair the damage within the Unit at the owner's expense (with the prior consent of the owner), but is not obligated to do so.

**12.8 Association's Access to Units.** The Association has an irrevocable right of access to the Units for the purposes of protecting, maintaining, repairing and replacing the Common Elements or portions of a Unit to be maintained by the Association under this Declaration, and as necessary to prevent damages to one or more Units. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect for the rights of Owners to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit. The Association may retain a pass key to all Units. If it does, no Unit Owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied, unless the Unit Owner provides a key to the Association. If the Association is not given a key, the Unit Owner shall pay all costs incurred by the Association in gaining entrance to the Unit, as well as all damages to his Unit caused by gaining entrance thereto, and all damage resulting from delay in gaining entrance to his Unit caused by the non-availability of a key.

**13. USE RESTRICTIONS.** The use of the Condominium property shall be in accordance with the following provisions:

**13.1 Owners and Units Subject to Declaration.** All Owners, tenants and occupants of Units and their employees, patrons, invitees and any other person who uses the facilities of the Condominium Property in any manner shall be subject to the provisions of this Declaration, the Articles and Bylaws as they may be amended from time to time, including all restrictions, covenants, agreements, dedications, and easements of record. The acceptance of a Condominium Unit conveyance by any Owner or the entering into occupancy of a Unit by an Owner, tenant or occupant shall constitute agreement that the provisions of this Declaration and the Bylaws as they may be amended from time to time, including all restrictions, covenants, agreements, dedications and easements of record are accepted and ratified by such Owner, tenant or occupant. The restrictions and burdens imposed by the provisions of this Declaration on the Exhibits annexed hereto, are intended to and shall constitute an equitable servitude upon each Unit and its appurtenant undivided interests in the Common Elements, binding upon the Developer, its successors and assigns, and any other holder of an interest or estate in a Unit, as through all such provisions and Exhibits were recited and stipulated at length in each deed of conveyance or lease relating to a Unit.

**13.2 Safety.** No Owner, tenant or occupant of a Unit shall do, or suffer or permit to be done, anything in any Unit which would impair the soundness or safety of any improvements constructed on the Unit or in the Common Elements or become a safety hazard to other Unit Owners, their patrons, employees, tenants or invitees.

**13.3 Signage.** No Owner, tenant or occupant of a Unit shall, without the written approval and consent of the Association, place or suffer to be placed or maintained any advertising matter on or in the Unit which shall be visible from the exterior thereof or any sign, awning or canopy, decoration, lettering or advertising matter or other thing of any kind on any exterior door, all or window or the Common Elements unless such signage is first approved by the regulations permitting the placement and maintenance by each Owner of identifying signs and insignia of such size and materials and in such locations as shall be architecturally suitable and appropriate. All signs located in the Common Elements will be the maintenance responsibility of the Association and a Common Expense of the Unit Owners. No individual unit signs are permitted.

**13.4 Common Elements.** The Common Elements shall be used only for the purposes for which they are intended.

**13.5 Discharge of Toxic Materials into Drainage System.** No Unit Owner, tenant or occupant of a Unit shall suffer or permit the discharge or flow into the drainage system, sewer or water drainage system of any toxic waste, chemicals, silt, sediment, pollutants, contaminants, oil, grease, dirt or other hazardous material of any sort.

**13.6 Buildings.** No tents, trailers, shacks, tanks or temporary or accessory buildings or structure shall be erected or permitted to remain on any Unit or the Common Elements without the written consent of the Declarant or of the Association after a turnover.

**13.7 Antennas.** No aerial, antenna, antenna poles, antenna masts, citizens band or amateur band antennas or satellite dish shall be placed or erected upon any unit space or affixed in any manner to the exterior of any building in the property without the written consent of the Declarant or of the Association after a turnover.

**13.8 Upkeep.** No weed underbrush or other unsightly growth shall be permitted to grow or remain upon any Unit and no refuse or unsightly objects shall be placed or allowed to remain on any Unit. Any property, structure, improvements and appurtenances shall be kept in a safe, clean, orderly and attractive condition and all structures shall be maintained in a finished, painted and attractive condition. All lawns, landscaping and sprinkler systems shall be installed and maintained in a neat, orderly and live condition.

**13.9 Garbage.** No rubbish, trash, garbage or other waste materials shall be kept or permitted at the driveway or in parking areas of any Unit.

**13.10 Utilities.** All utility systems shall be located underground, unless as reasonably determined by common engineering practices and approached by the Association. All exterior lighting shall be subject to the approval of the Association, in its sole discretion.

**13.11 Storm Drains.** No Unit Owner shall use any storms drains, storm water easements or any other utility in any way which would contaminate or otherwise significantly adversely affect the quality of water in the retention areas located on the Properties.

**13.12 Paving.** All occupant, guest, employee, invitee and visitor parking shall occur entirely within parking areas which are to be paved with materials that provide dust free surfaces.

**13.13 Purpose.** The Units will be used generally for storage activities purposes, or for such other lawful purpose which are consistent with applicable zoning and governmental regulations, and appropriate to the design of the building, and for which adequate ventilation, plumbing, parking and similar and related facilities exist. No unit shall be used for retail or business purposes. No Unit may be used for permanent or temporary residential purposes or for living arrangements of any kind or for any period including overnight sleeping. The Association may adopt Rules and Regulations pertaining

to use of the Units and the Common Elements and related matters pursuant to terms of the Declaration and the By-Laws.

**13.14 Nuisance.** No nuisances shall be allowed upon the Condominium Property, nor any use or practice that is the source of annoyance or which interfere with the peaceful possession and property use of the Units or the Common Elements. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements which will cause the cancellation of insurance upon the Condominium Property.

**13.15 Compliance with Law.** No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the property concerned.

**13.16 Rules and Regulations.** Reasonable regulations concerning the use of the Condominium Property and the Condominium Units may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendments shall be furnished by the Association to all Unit Owners upon request.

**13.17 Interference with Developer.** That until Developer completes all of the contemplated improvements and closes the sale of all of the Units, neither their Unit Owners nor the Association nor the use of the Condominium Property shall interfere with the completion of the contemplated improvements and the sale of the Units. Developer may make such use of unsold Units and Common Areas as may facilitate such completion and sale, including but not limited to maintenance of sales office, the showing of the property, and the display of signs.

**13.18 Parking.** Vehicles shall be parked only in designated parking space. No overnight parking shall be permitted, nor shall any vehicle be permitted to block any Unit. See Developer Rights 14.2.

**13.19 Pets.** No pets, animals, livestock, or poultry of any kind, including common household pets, shall be raised, bred, or kept in any Unit or on the Common Elements at any time. Notwithstanding the foregoing, a house pet may be temporarily brought onto the Premises from time to time only as accompanied by a Unit owner (or tenant), and subject to the rules and regulations of the Association.

**13.20 Time Share Prohibited.** Time share estates within the Condominium or Units prohibited, and no Unit may be used or sold on a time-share basis.

**13.21 Mezzanines.** By acceptance of a deed to a Unit, each Owner acknowledges that the Owner's ability to construct a mezzanine or second floor deck within their Unit is limited by the Collier County Code of Ordinances. Each owner acknowledges that there is no guaranty the Owner will be allowed to construct a Mezzanine or second floor deck within their Unit.

**14. DEVELOPER RIGHTS DURING CONSTRUCTION.** During such time as the Developer, its successors or assigns, is in the process of construction on any portion of the Condominium, the Developer, its successors or assigns, reserves the right to prohibit access to any portion of the Common Elements of the section under construction. No Unit Owner or his guests, tenants or invitees, shall in any way interfere with the Developer, its successors or assigns, in connection with any construction.

14.1 The Developer, its successors and assigns, reserves the right to use any Units which it owns as a sales office and shall have the right, including its agents, employees, successors and assigns, to enter

upon the various proportions of the Common Elements and to erect on said Units or Common Elements such signs and advertising and sales promotional materials as it deems necessary.

14.2 The Developer may use area in other Phasing not yet completed for outdoor storage of items (vehicles, trailers, etc.). The revenues and expenses from such outdoor storage shall inure solely to the benefit of the Developer. Developer will maintain areas in a clean and organized fashion.

**15. LEASING OF UNITS:**

15.1 Owners of Units shall be entitled to rent or lease their respective Units from time to time as they wish, for such term or period of time, and upon such terms and conditions as the respective Unit owners may determine, provided that in any event, any rental or use arrangement must specifically obligate the Tenant to abide by the terms and conditions of this Declaration, the Articles and By-Laws of the Association, as well as all pertinent rules and regulations adopted from time to time. No owner shall be permitted to rent or lease less than an entire Unit. In addition, Unit owners and Tenants shall in all respects comply with provisions of state and local laws and ordinances in connection with rentals or leases of Units. Unit owners shall be responsible for advising Tenants of applicable rules and regulations pertaining to use of the Condominium Property, as adopted from time to time. Unit owners shall at all times provide a copy of all Unit leases to the Association, together with current name, address and phone number of the Unit tenant.

(A)

**15.2 Regulation by Association.** All of the provisions of the Condominium Documents and the Rules and Regulations of the Association may be applicable and enforceable against any person or entity occupying a Unit as a lessee or guest to the same extent as against an Owner.

**16. 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:

**16.1 Property Insurance by the Unit Owner.** Each Unit Owner is responsible for insuring at his own expense his own Unit and all personal property therein.

**16.2 Association Insurance; Duty and Authority to Obtain.** The Board of Directors shall 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 it deems necessary. The name of the insured shall be the Association and the Unit Owners without naming them, and their mortgagees, as their interests shall appear. If permitted by law, the Association may self-insure.

**16.3 Required Coverages.** The Association shall maintain adequate insurance covering the buildings and other improvements on the Condominium property that the Association is required to insure, as well as all Association property, in such amounts, and with such deductibles, as is determined annually by the Board of Directors in the exercise of its good business judgment.

**16.4 Insurance Proceeds.** All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees as their interests may appear, and all proceeds from policies purchased by the Association shall be payable only to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in their respective mortgagees in the following shares:

(A) **Common Elements.** Proceeds on account of damage to Common Elements shall be held in as many undivided shares as there are Units, the shares of each Unit Owner being the same as his share in the Common Elements.



- (B) Units. Proceeds received on account of damage within the Units shall be held in prorated shares, based on the amount of damage within each damaged Unit as a percentage of the total damage within all Units.
- (C) Mortgagee. If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Unit Owner shall be as their interests appear. No mortgagee shall have the right to have insurance proceeds on account of damage to that Unit applied to reduce any mortgage it may hold against the Unit, unless the proceeds exceed the actual cost of repairs. Except as otherwise expressly provided herein, no mortgagee shall have the right to participate in determining whether improvements will be repaired or rebuilt after casualty.
- (D) Deductibles. The policies may provide for reasonable deductibles. In the case of property insurance, the deductible shall be paid by the party who would be liable for the loss or responsible for repairs in the absence of insurance. If multiple parties would be responsible, the deductible shall be allocated among them in the proportion to the amount each party's loss bears to the total loss.

**16.5 Distribution of Proceeds**. Insurance proceeds from Association policies shall be distributed to or for the benefit of the Unit Owners in the following manner:

- (A) Costs of Protecting and Preserving the Property. If a person other than the person responsible for repair and reconstruction has properly advanced funds to preserve and protect the property to prevent further damage or deterioration, the funds so advanced shall first be repaid, with interest if required.
- (B) Cost of Repair or Reconstruction. If the damage for which the proceeds are paid is to be repaired the remaining proceeds shall be paid to defray the costs as provided in Sections 15.7 (A) and (B) above. Any proceeds remaining after repairs and reconstruction shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to both.
- (C) Failure to Repair or Reconstruct. 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 proceeds on account of that damage shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them.

**16.6 Association as Agent**. The Association is hereby irrevocably appointed as the exclusive agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association for protection against damage or loss to the Condominium property.

**17. REPAIRS AND RECONSTRUCTION AFTER CASUALTY**. If any part of the Condominium property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

**17.1 Damage to Units**. Where loss or damage is confined within one or more Units, Association insurance proceeds received on account of the loss or damage shall be used to pay for the reconstruction or repair of any such damage that is the responsibility of the Association to repair, and any remaining proceeds shall be distributed to the owner(s) of the damaged Unit(s) in shared as provided herein. The owner(s) of the damaged Unit(s) shall be responsible for other reconstruction and repairs.

**17.2 Damage to Common Elements- Less than "Very Substantial".** Where the loss or damage involves the Common Elements, but is less than "very substantial damage," as defined below, it shall be mandatory for the Association to repair the damage, and the following procedures shall apply:

- (A) The Board of Directors shall promptly obtain detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.
- (B) If the proceeds of Association insurance and available reserves are insufficient to pay the costs of repair and reconstruction of the Common Elements, and those parts of the Units the Association is obligated to insure, the Association shall promptly, upon determination of the approximate amount of deficiency, levy a special assessment for the difference, payable by all Unit Owners in proportion to their shares in the Common Elements for the deficiency. Such special assessments need not be approved by the Unit Owners. The proceeds from the special assessment shall be added to the other funds available for repairs and reconstruction.

**17.3 "Very Substantial Damage".** As used in this Declaration, "very substantial damage" means property damage caused by a common occurrence which is so severe that the repairs necessary to render a majority of the Units habitable cannot reasonably be expected to be completed within sixty (60) days after the date of the damage. Should such "very substantial damage" occur:

- (A) The Directors and the officers, or ay of them, are authorized, regardless of any other provision of this Declaration, to take such actions as may reasonably appear at the time to be necessary under emergency conditions, as further provided in the Bylaws. 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 Condominium property or Association property or 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 not later than sixty (60) days after the Board has obtained the estimates, to determine the opinion of the membership with reference to rebuilding or termination of the Condominium, 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 responsibilities are sufficient to cover the estimated cost thereof, so that it is reasonably anticipated that the repairs and reconstruction can be accomplished without need for a special assessment that exceeds fifteen percent (15%) of the total annual budget for the Condominium in the year in which the causality occurred, the Condominium shall be repaired and reconstructed unless the owners of 2/3 of the Unit votes for termination, in which case the Condominium shall be terminated.
  - (2) If upon the advice of legal counsel, architects, engineers, and other qualified expert its Board determined that it appears unlikely that the then applicable zoning or other laws governing building will allow reconstruction of the same number and general types of Units; or 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 reconstructions

can be accomplished only by levying special assessments exceeding fifteen percent (15%) of the total annual budget for the Condominium in the year in which the causality occurred, the Condominium shall be properly terminated in the property removed from the provisions of the Condominium Act.

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

**17.4 Application of Insurance Proceeds.** It shall always be presumed that monies disbursed for repair and reconstruction come first from insurance proceeds; if there is a balance of insurance proceeds left in the funds held by the Association after the payment of all costs of repair and reconstruction, such balance shall be distributed to the Unit Owners, except as otherwise provided herein.

**17.5 Equitable Relief.** In the event of damage to the Common Elements which renders any Unit uninhabitable, and repairs and reconstruction are not begun and completed within a reasonable period of time, the owner of the uninhabitable Unit may petition a court for equitable relief, which may include termination of the Condominium and partition of the former Condominium property. For the purposes of this provision, it shall be conclusively presumed that repair and reconstruction has begun and been completed within a reasonable period of time if substantial work is commenced within four (4) months following the damage or destruction, and is completed within six (6) months thereafter.

**17.6 Plans and Specifications.** Any repairs or reconstruction must be substantially in accordance with the plans and specifications for the original buildings, or according to different plans and specifications approved by the Board of Directors, by the owners of at least 2/3 of the Units, and by the Primary Institutional Mortgagee, if any. Such approvals may not be unreasonably withheld. However, no change in plans and specifications shall materially reduce the interior floor space of any Unit without the consent of the Unit Owner and his institutional mortgagee, if any.

## 18. CONDEMNATION

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

**18.2 Determination Whether to Continue Condominium.** Whether the Condominium will be continues after a taking by condemnation or eminent domain will be determined in the same manner provided for determining whether damaged property will be repaired or reconstructed after a casualty.

**18.3 Disbursement of Funds.** If the Condominium is terminated, the proceeds of all awards and other payments will be deemed Association property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated, but the size of the Condominium will be reduced, the owners of Units to be diminished or eliminated, if any, will first 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 after casualty.

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

**18.5 Units Reduced but Habitable.** If the size of a Unit must be reduced, and the remaining portion of the Unit can be made 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 Condominium:

- (A) Restoration of Unit. The Unit shall be made habitable. If the cost of doing so 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.

**18.6 Unit made Non-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 Condominium:

- (A) Payment of Award. The award shall be paid to the owner of the Unit and to each mortgagee of the Unit as their interests appear, the remittance being made payable jointly to the owner and mortgagee(s).
- (B) Addition to Common Elements. If possible and practical, any remaining portion of the Unit shall become part of the Common Elements and shall be placed in condition for use by some or all Owners in a manner approached 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 Condominium shall be adjusted to distribute the ownership of the Common Elements among the changed number of Units. This shall be done by restating the shares of continuing Unit Owners 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 award to the Association for damage to the Common Elements resulting from a taking is not sufficient to pay the cost of converting the remaining proportions 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 all Unit Owners who will continue as owners of Units after the changes in the Condominium affected by the taking. The assessments shall be made in proportion to the shares of those owners in the Common Elements after the changes affected by the taking.

**18.7 Taking of Common Elements.** Awards for the taking of Common Elements only shall be used to make the remaining proportion of the Common Elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall become part of the common surplus.

**18.8 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 the result of or are necessitated by condemnation or eminent domain shall be accomplished by amending this Declaration and Exhibits "A" and "B" in conformity to the changes. Such amendments need to be

approached only by the Board of Directors. Approval of, or joinder by, lien holders is not required for any such amendment.

**19. TERMINATION.** The Condominium may be terminated in the following manner:

**19.1 Agreement.** The Condominium may be caused to be terminated at any time by written agreement of the owners of at least 80% of the percentage interests entitled to vote, and of the Primary Institutional Mortgagees of each Unit.

**19.2 "Very Substantial Damage."** If the Condominium suffers "very substantial damage" to the extent defined above, and it is not decided as therein provided that the Condominium will be reconstructed or repaired, the Condominium form of ownership of the property in this Condominium will be terminated immediately.

**19.3 Certificate of Termination; Termination Trustee.** The termination of the Condominium by either of the foregoing methods shall be evidenced by a Certificate of Termination, executed by the President or Vice-President with the formalities of a deed, and attesting to the occurrence of the events that effect the termination. The certificate shall also include the name and address of a Florida financial institution with trust powers or a licensed Florida attorney who is designed by the Association to act as "Termination Trustee," and shall be signed by the Trustee indicating willingness to serve in that capacity. Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this Section is recorded in the Public Records of Collier County, Florida. The recording of that Certificate of Termination automatically divests the Association and all Unit Owners of legal title, and vests legal title in the Termination Trustee named in the Certificate of Termination, to all real and personal property which was formerly the Condominium property or Association property, without need for further conveyance. Beneficial tenants in common, in the same undivided shares as each owner previously owned in the Common Elements. Upon termination, each lien encumbering a Condominium parcel shall be automatically transferred to the equitable share in the Condominium property attributable to the Unit encumbered by the lien, with the same priority.

**19.4 Wind-up Association Affairs.** The termination of the Condominium does not, by itself, dissolve the Association. The former Unit Owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, and in the Articles of Incorporation and Bylaws, for the purpose of winding up the affairs of the Association in accordance with this Section.

**19.5 Trustee's Powers and Duties.** The Termination Trustee shall hold title to the property for the benefit of the former Unit Owners and their successors, assigns, heirs, devisees, mortgagees and other lien holders, as their interests shall appear. If the former Unit Owners approve a sale of the property as provided in this Section, the Termination Trustee shall have the power and authority to convey title to the real property, and to distribute the proceeds in accordance with the provisions of capacity, and such fee and all costs and expenses incurred by the Termination Trustee in the performance of its duties shall be paid by the Association or taken from the proceeds of the sale of the former Condominium and Association property, or other Association assets, and shall constitute a lien on the property superior to any other lien. The Trustee shall be entitled to indemnification by the Association from any and all liabilities and costs incurred by virtue of acting as Termination Trustee unless such liabilities are the result of gross negligence or malfeasance of the Trustee. The Termination Trustee may rely upon the written instructions and information provided to it by the officers, Directors and agents of the Association, and shall not be required to inquire beyond such information and instructions. In the event of the resignation or incapacity of the Trustee, a successor Trustee may be appointed by the Circuit Court on the petition of the Association.

**19.6 Partition; Sale.** Following termination, the former Condominium property and Association property may be partitioned and sold upon the application of any Unit Owner. If following a termination, the former owners of three Units agree to accept an offer for the sale of the property, the Board of Directors shall notify the Termination Trustee, and the Trustee shall complete the transaction. 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 former Unit Owners have not so authorized a sale of the former Condominium and Association property within 1 year after the recording of the Certificate of Termination, the Trustee may proceed to sell the property within agreement by the former Unit Owners. The proceeds of the sale of any of the property or assets of the Association shall be distributed by the Termination Trustee to the beneficial owners thereof, as their interests shall appear.

**19.7 New Condominium.** The termination of the Condominium does not bar creation of another Condominium including all or any portion of the same property.

**19.8 Provisions Survive Termination.** The provisions of this Section 18 are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation, and shall have the power to levy assessments to pay the costs and expenses of the Termination Trustee, as well as post-termination costs of termination, the fees and expenses of the Termination Trustee, as well as post-termination costs of maintaining the former Condominium property, are common expenses, the payment of which shall be secured by a lien on the beneficial interest owned by each former Unit Owner, which to the maximum extent permitted by law, shall be superior to, and take priority over, all other liens.

## 20. RIGHTS AND REMEDIES

**20.1 Duty to Comply; Right to Sue.** Each Unit Owner, his tenants and guests, and the Association shall be governed by and shall comply with Florida law, the Condominium Documents and the rules and regulations of the Association. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a Unit Owner against:

- (A) The Association;
- (B) A Unit Owner;
- (C) A Tenant; or
- (D) Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

**20.2 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 a Unit Owner if the waiver would adversely affect the rights of the owner or defeat the purpose of the provision, except that Unit Owners or Directors may waive notice of specific meetings as provided in the Bylaws. Any written instrument or instruction given by a purchaser or Unit Owner to an escrow agent may be relied upon by the escrow agent, whether or not such instruction and the payment of funds thereunder might otherwise constitute a waiver of any provision of the Condominium Act or the Condominium Documents.

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

**20.4 No Election of Remedies.** All rights, remedies and privileges granted to the Association or Unit Owners under the law and the Condominium Documents shall be cumulative, and the exercise of any one (1) 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.

## **21. RIGHTS OF MORTGAGEES.**

**21.1 Approvals.** Written approval of the institutional mortgagees 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 herein. 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.

**21.2 Redemption.** If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Unit 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 term, and to bid upon the Unit at the foreclosure sale.

**21.3 Right to Inspect Books.** The Association shall make available to institutional mortgagees requesting same current copies of the Condominium Documents and the books, records and financial statements of the Association. "Available" means ready for inspection, within a reasonable time after receipt of a written request from the mortgagees, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them, and the Association may withhold delivery until the person seeking the disclosure has paid all such expenses.

**21.4 Financial Statement.** An institutional mortgagee is entitled, upon written request, to a copy of the most recent financial reports of the Association.

**21.5 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. An increase in coverage shall not be deemed a material modification under this paragraph, nor shall any change in coverage which is mandatory under the Condominium Act as amended from time to time.
- (C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

**22. DEVELOPER'S RIGHTS AND DUTIES.** Notwithstanding the other provisions of this Declaration, as long as the Developer or any assignee of the Developer's rights hold any Units in the Condominium for sale in the ordinary course of business, the following shall apply:

**22.1 Developer's Use.** Until the Developer has completed all of the contemplated improvements and has sold all of the Units in the Condominium, neither the Unit Owner nor the Association, nor any

person's use of the Condominium property shall unreasonably interfere with the completion the contemplated improvements or the sale of Units. The Developer may make any use of the unsold Units and Common Elements and Association property as may reasonably be expected to facilitate completion of contemplated improvements and sales of Units, including, but not limited to, maintaining a sales office, displaying signs, leasing Units, and showing Units to prospective purchasers. The Developer may use the area in other phasing not yet completed for outdoor storage of items (vehicles, trailers, etc.). Developer will maintain areas in a clean and organized fashion.

**22.2 Assignment.** All or any of the rights, privileges, powers and immunities granted or reserved to the Developer in the Condominium Documents may be assigned by the Developer to any successor developer, without the consent of any other Unit Owner or any holder of a mortgage secured by any Unit.

**22.3 Amendments by Developer.** The Developer has the right under the Condominium Act to amend this Declaration and its recorded exhibits for certain purposes including the inclusion of exhibits evidencing the completion and incorporation of additional phased areas.. Said amendments may be made and executed solely by the Developer and recorded in the Public Records of Collier County, Florida, without any requirement of securing the consent of any Unit Owner, the Association, or the owner of holder of any lien encumbering a Condominium parcel.

**22.4 Sale of Units.** The Developer has the right to sell or transfer ownership of any Unit owned by it to any person or entity, on such terms and conditions as the Developer deems in its own best interest.

**22.5 Developer's Rights.** So long as the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer.

- (A) Any amendment of the Condominium Documents which would adversely affect the Developer's rights.
- (B) Any assessment of the Developer as a Unit Owner for capital improvements.
- (C) Any action by the Association that would be detrimental to the sales of Units by the Developer. However, an increase in assessments for common expenses shall not be deemed to be detrimental to the sales of Units.

**22.6 Transfer of Association Control.** The method for the transfer of Association control shall be as provided for in the Bylaws attached hereto as **Exhibit "D"**. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units, they are entitled to elect at least one-third (1/3) of the Directors. The Developer shall relinquish control of the Association and the Unit Owners shall be entitled to elect at least a majority of the members of the Board of Directors upon the first of the following events occur:

- (A) Three (3) yeas after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- (B) Three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to Purchasers;
- (C) When all of the Units that will be operated ultimately by the Association have been completed, some of the Units have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business;



(D) When some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(E) Seven (7) years after the Declaration of Condominium was recorded.

**23. AMENDMENT OF DECLARATION.** Except as otherwise provided above as to amendments made by the Developer, amendments to this Declaration shall be proposed and adopted in the following manner:

**23.1 Proposal.** Amendments to this Declaration may be proposed by the Board of Directors, or by written petition to the Board signed by the owners at least 10% of the Units.

**23.2 Procedure.** If an amendment to this Declaration is proposed as provided above, the proposed amendment shall be submitted to a vote of the members not later than the next annual meeting for which property notice can still be given.

**23.3 Vote Required.** Except as otherwise provided by law, or by specific provision of the Condominium Documents, this Declaration shall be amended if a proposed amendment is approached by at least a majority of the voting interest, present in person or by proxy, at any annual or special meeting at which a quorum is present. Prior to the assumption of control of the Association by Unit Owners other than the Developer, this Declaration and its recorded exhibits may be amended by a two-thirds (2/3) vote of the Board of Directors. Alternatively, amendments may be adopted without a meeting following the procedure set forth in Section 3.12 of the Bylaws.

**23.4 Certificate; Recording.** A copy of each adopted amendment shall be attached to a certificate testing 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.

**23.5 Proviso.** No amendment may change the boundaries 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 of a parcel shares the common expenses and owns the common surplus, unless all record owners of the Unit, and any institutional mortgagee holding a mortgage on the Unit, and the owners of at least two thirds (2/3) of the Units 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. No amendment shall operate to unlawfully discriminate against any Unit Owner nor against any class of Unit Owners.

**23.6 Enlargement of Common Elements.** The Common Elements designated by this Declaration may be enlarged to add real property acquired by the Association through amendment of Exhibit "A" and "B" to this Declaration. The amendment must be approved by the owners of at least two thirds (2/3) of the Units, but no other person need join in or consent to the amendment. The amendment divests the Association of title to the land, and vests title in the Unit Owners without naming them and without further act of conveyance, in the same proportions as the undivided shares in the Common Elements that are already appurtenant to the Units.

**23.7 Correction of Errors.** If there is an omission or error in this Declaration of Condominium or in other documents required by Florida law to establish the Condominium, the Association may correct the error or omission by following the procedures set forth in the Condominium Act.

**23.8 Amendment of Provisions Relating to Developer.** As long as the Developer owns any Unit in the Condominium for sale in the ordinary course of business, no amendment to this Declaration shall

be effective to change any of the rights reserved to the Developer without the Developer's written consent.

**24. MISCELLANEOUS.**

**24.1 Severability.** The invalidity or non-enforceability 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 the Declaration, shall not affect the remaining portions.

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

**24.3 Conflicts.** If there is any irreconcilable conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. If there is a conflict between this Declaration and the Association's Articles of Incorporation or Bylaws, the Declaration shall control.

**24.4 Interpretation.** The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Its interpretations shall be binding upon all persons unless wholly unreasonable. A written opinion rendered by Association legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

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

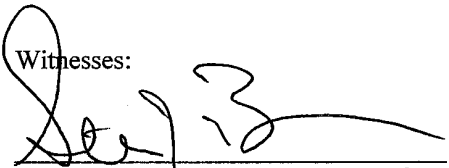
**24.6 Number and Gender.** Whenever the context so requires, the use of the plural shall include both the singular and the plural, and the use of any gender shall be deemed to include all genders.

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

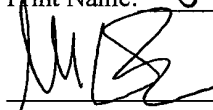
**IN WITNESS WHEREOF**, the Developer has executed this Declaration on the date first above written.

Signed in the presence of:

Witnesses:




Print Name: Steven J. Bracci



Print Name: Michel Bracci

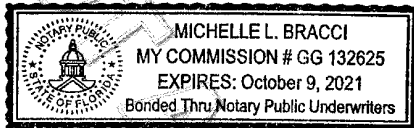
**NBC LAND HOLDINGS, LLC**, a  
Florida limited liability company


By:   
Keith Basik, its Manager and  
Authorized Member

STATE OF FLORIDA  
COUNTY OF COLLIER

on the foregoing instrument was signed and acknowledged before me by means of  physical presence or  online notarization, the 26 day of March 2021, by Keith Basik, as Manager and Authorized Member of NBC Land Holdings, LLC, who is personally known to me or did show \_\_\_\_\_ as identification (if left blank, then "personally known").

SEAL



  
Notified Public  
Printed Name Michelle L. Bracci

CERTIFIED COPY

**EXHIBIT A**  
**THE LAND**

Naples Big Cypress Land Condominium - Unit B

A parcel of land lying within Section 18, Township 51 South, Range 27 East, Collier County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of Section 18, Township 51 South, Range 27 East, Collier County, Florida; thence South 00°32'17" West, along the east line of said Section 18, a distance of 681.42 feet; thence North 88°16'01" West, a distance of 456.89 feet; thence South 00°30'21" West, a distance of 995.72 feet to the POINT OF BEGINNING of the herein described parcel; thence continue South 00°30'21" West, a distance of 603.18 feet; thence North 89°29'39" West, a distance of 200.00 feet; thence North 00°30'21" East, a distance of 603.18 feet; thence South 89°29'39" East, a distance of 200.00 feet to the POINT OF BEGINNING.

Bearings based on the East line Section 18, Township 51 South, Range 27 East, Collier County, Florida, as being South 00°32' 17" West.

**EXHIBIT B**

**Survey, Plot Plan, Phases, Unit Dimensions, and Surveyor's Certificate of Substantial Completion**

NOT A CERTIFIED COPY


***RHODES & RHODES LAND SURVEYING, INC.***  
*28100 BONITA GRANDE DRIVE, SUITE #107 BONITA SPRINGS, FLORIDA 34135*  
*PHONE (239) 405-8166 FAX (239) 405-8163*

NBC Hideout, A Commercial Condominium  
Phase I and Phase II, Building #6

**CERTIFICATE OF SURVEYOR**

The undersigned, being a surveyor authorized to practice in the State of Florida, pursuant to Section 718.104(4)(c), Florida Statutes, hereby certifies that the construction of the improvements comprising Phase I and improvements comprising the Units within Phase II, Building #6 of NBC Hideout, A Commercial Condominium, is substantially complete, so that Exhibit "B" to the Declaration of Condominium, together with provisions of the Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each unit within said building can be determined from these materials. The undersigned further certifies that all planned improvements, including but not limited to, landscaping, utility services and access to the units within said condominium, and common element facilities serving said building have been substantially completed.

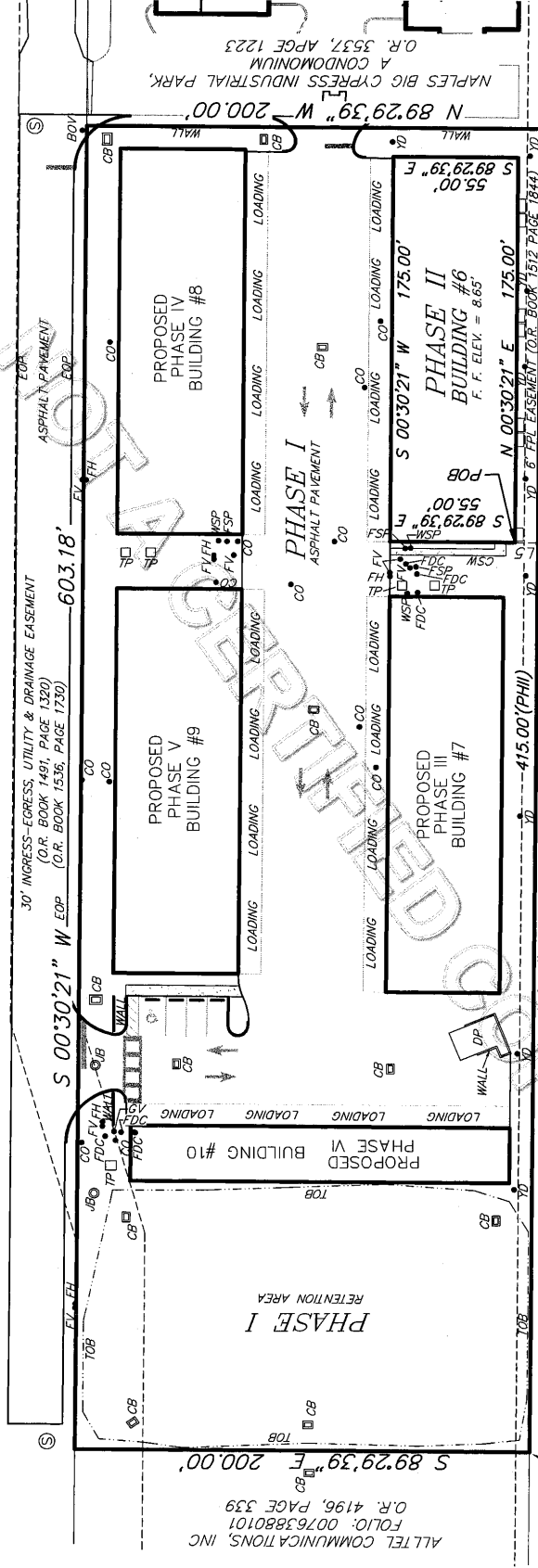
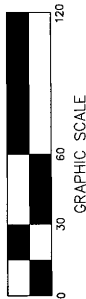
RHODES & RHODES LAND SURVEYING, INC.  
FLORIDA BUSINESS AUTHORIZATION NO. LB 6897

  
\_\_\_\_\_  
John Scott Rhodes  
Professional Surveyor and Mapper  
State of Florida, License Number 5739  
NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER

R&R FILE NO. 2019-930B6CON  
DATE: 03/26/21

# NBC HIDEOUT, A COMMERCIAL CONDOMINIUM

A CONDOMINIUM LYING WITHIN UNIT B, NAPLES BIG CYPRESS LAND CONDOMINIUM  
RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE)  
SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA



LINE	LENGTH	BEARING
L5	10.00'	S 89°29'39" E

- ABBREVIATIONS**
- BOB = BASIS OF BEARING
  - CON = POINT OF COMMENCEMENT
  - POC = POINT OF CORNER
  - PSM = PROFESSIONAL SURVEYOR
  - AND MAPPER
  - FL = FIRE LINES
  - A/C = AIR CONDITIONER
  - O.R. = OFFICIAL RECORDS BOOK
  - (PH) = PHASE
- ABBREVIATIONS**
- YD = YARD DRAIN
  - CB = CATCH BASIN
  - YD = YARD DRAIN
  - CO = CLEANOUT
  - IB = FIRE HYDRANT
  - FV = FIRE VALVE
  - CSW = CONCRETE SIDEWALK CONNECTION
  - WSP = WATER SERVICE PIPE
  - FSP = FIRE SERVICE PIPE
  - JB = JUNCTION BOX
  - SM = SHUTTER MANHOLE
  - TR = TRANSFORMER PAD
  - BDV = FIRE DEPARTMENT HANDICAP PARKING SPACE
  - CON = CONCRETE SIDEWALK CONNECTION

ELOOD\_ZONE: \_\_\_\_\_  
 PANEL\_NO.: \_\_\_\_\_  
 MAP\_REVISION\_DATE: \_\_\_\_\_  
 DATE: MAY 16, 2012

- NOTES**
- SEE LEGAL DESCRIPTION FOR PHASE II, BUILDING #6 AND NOTES ON SHEET SHEET 2.
  - SEE LEGAL DESCRIPTION FOR PHASE I ON SHEET SHEET 3.
  - ORIGINAL SIZE OF DRAWING IS 8 1/2"x14". DRAWING IN ANY OTHER SIZE IS NOT TO SCALE.

THIS INSTRUMENT PREPARED BY:  
**JOHN SCOTT RHODES, P.S.M. #5739**  
**RHODES & RHODES**  
**LAND SURVEYING, INC.**  
 28100 BONITA GRANDE DRIVE SOUTH SUITE 107  
 BONITA SPRINGS, FLORIDA 34135  
 (239) 405-8166 FAX NO. (239) 405-8163  
 FLORIDA BUSINESS LICENSE NO. LB 6897

**EXHIBIT "B"**  
**NBC HIDEOUT, A COMMERCIAL CONDOMINIUM**  
**PHASE I AND PHASE II, BUILDING 6**  
**BOUNDARY SURVEY & SITE PLAN**

# NBC HIDEOUT, A COMMERCIAL CONDOMINIUM

A CONDOMINIUM LYING WITHIN UNIT B, NAPLES BIG CYPRESS LAND CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA

### LEGAL DESCRIPTION NBC HIDEOUT, A COMMERCIAL CONDOMINIUM PHASE II, BUILDING #6

BEING A PORTION OF UNIT B, BIG CYPRESS LAND CONDOMINIUM, RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHWESTERLY CORNER OF UNIT B, BIG CYPRESS LAND CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE SOUTH 00°30'21" WEST, A DISTANCE OF 415.00 FEET; THENCE SOUTH 89°29'39" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 89°29'39" EAST, A DISTANCE OF 55.00 FEET; THENCE SOUTH 00°30'21" WEST, A DISTANCE OF 175.00 FEET; THENCE NORTH 89°29'39" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 00°30'21" EAST, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.625 SQUARE FEET OR 0.221 ACRES, MORE OR LESS.

### NOTES

1. BEARINGS BASED ON THE EAST LINE SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA, AS BEING SOUTH 00°32'17" WEST.
2. FIELD MEASUREMENTS ARE IN SUBSTANTIAL AGREEMENT WITH PLAT AND/OR DEED CALLS UNLESS NOTED.
3. SUBJECT TO EASEMENTS, RESTRICTIONS AND/OR RESERVATIONS OF RECORD.
4. ABSTRACT NOT REVIEWED.
5. SURVEYORS CERTIFICATION DOES NOT APPLY TO MATTERS OF TITLE, ZONING, OR FREEDOM OF ENCUMBRANCES, AND IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL PRAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. NO UNDERGROUND UTILITIES, FOUNDATIONS OR OTHER UNDERGROUND INSTALLATIONS WERE LOCATED UNLESS SHOWN.
7. NO OTHER PERSONS OR ENTITIES, OTHER THAN SHOWN, MAY RELY ON THIS SURVEY.
8. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.
9. ALL IMPROVEMENTS SHOWN ARE PROPOSED UNLESS OTHERWISE NOTED.
10. SEE SHEET 3 FOR PHASE I LEGAL DESCRIPTION.

### CERTIFICATION:

I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 54-17.052-053 FLORIDA ADMINISTRATIVE CODE, PURSUANT CHAPTER 472.027, FLORIDA STATUTES.

JOHN SCOTT RHODES PSM #5739



THIS INSTRUMENT PREPARED BY:  
JOHN SCOTT RHODES, P.S.M. #5739  
**RHODES & RHODES**  
**LAND SURVEYING, INC.**  
28100 BONITA GRANDE DRIVE SOUTH SUITE 107  
BONITA SPRINGS, FLORIDA 34135  
(239) 405-8166 FAX NO. (239) 405-8163  
FLORIDA BUSINESS LICENSE NO. LB 6897

EXHIBIT "B"  
NBC HIDEOUT, A COMMERCIAL CONDOMINIUM  
PHASE I AND PHASE II, BUILDING 6  
BOUNDARY DESCRIPTION & NOTES

NOT RECORDED COPY



# NBC HIDEOUT, A COMMERCIAL CONDOMINIUM

A CONDOMINIUM LYING WITHIN UNIT B, NAPLES BIG CYPRESS LAND CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA

LEGAL DESCRIPTION  
NBC HIDEOUT, A COMMERCIAL CONDOMINIUM  
PHASE I

BEING ALL OF UNIT B, BIG CYPRESS LAND CONDOMINIUM, RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

CONTAINING 65,499 SQUARE FEET OR 1.504 ACRES, MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING PHASES

LEGAL DESCRIPTION  
NBC HIDEOUT, A COMMERCIAL CONDOMINIUM  
PHASE II

BEING A PORTION OF UNIT B, BIG CYPRESS LAND CONDOMINIUM, RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHWESTERLY CORNER OF UNIT B, BIG CYPRESS LAND CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE SOUTH 00°30'21" WEST, A DISTANCE OF 415.00 FEET; THENCE SOUTH 89°29'39" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 89°29'39" EAST, A DISTANCE OF 55.00 FEET; THENCE SOUTH 00°30'21" WEST, A DISTANCE OF 175.00 FEET; THENCE NORTH 89°29'39" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 00°30'21" EAST, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,625 SQUARE FEET OR 0.221 ACRES, MORE OR LESS.

LEGAL DESCRIPTION  
NBC HIDEOUT, A COMMERCIAL CONDOMINIUM  
PHASE III

BEING A PORTION OF UNIT B, BIG CYPRESS LAND CONDOMINIUM, RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHWESTERLY CORNER OF UNIT B, BIG CYPRESS LAND CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE SOUTH 00°30'21" WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH

89°29'39" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 89°29'39" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00°30'21" WEST, A DISTANCE OF 180.00 FEET; THENCE NORTH 89°29'39" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 00°30'21" EAST, A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,000 SQUARE FEET OR 0.207 ACRES, MORE OR LESS.

LEGAL DESCRIPTION  
NBC HIDEOUT, A COMMERCIAL CONDOMINIUM  
PHASE IV

BEING A PORTION OF UNIT B, BIG CYPRESS LAND CONDOMINIUM, RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHEASTERLY CORNER OF UNIT B, BIG CYPRESS LAND CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE SOUTH 00°30'21" WEST, A DISTANCE OF 417.88 FEET; THENCE SOUTH 89°29'39" WEST, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 00°30'21" WEST, A DISTANCE OF 175.00 FEET; THENCE NORTH 89°29'39" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 00°30'21" EAST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,625 SQUARE FEET OR 0.221 ACRES, MORE OR LESS.

LEGAL DESCRIPTION  
NBC HIDEOUT, A COMMERCIAL CONDOMINIUM  
PHASE V

BEING A PORTION OF UNIT B, BIG CYPRESS LAND CONDOMINIUM, RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHEASTERLY CORNER OF UNIT B, BIG CYPRESS LAND CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE SOUTH 00°30'21" WEST, A DISTANCE OF 217.88 FEET; THENCE NORTH 89°29'39" WEST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 00°30'21" WEST, A DISTANCE OF 175.00 FEET; THENCE SOUTH 89°29'39" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 00°30'21" WEST, A DISTANCE OF 175.00 FEET; THENCE SOUTH 89°29'39" EAST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,625 SQUARE FEET OR 0.221 ACRES, MORE OR LESS.

LEGAL DESCRIPTION  
NBC HIDEOUT, A COMMERCIAL CONDOMINIUM  
PHASE VI

BEING A PORTION OF UNIT B, BIG CYPRESS LAND CONDOMINIUM, RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER OF UNIT B, BIG CYPRESS LAND CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE SOUTH 00°30'21" WEST, A DISTANCE OF 414.44 FEET; THENCE NORTH 89°29'39" WEST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 00°30'21" WEST, A DISTANCE OF 25.33 FEET; THENCE NORTH 89°29'39" WEST, A DISTANCE OF 166.67 FEET; THENCE NORTH 00°30'21" EAST, A DISTANCE OF 25.33 FEET; THENCE SOUTH 89°29'39" EAST, A DISTANCE OF 166.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,222 SQUARE FEET OR 0.097 ACRES, MORE OR LESS.

CONTAINING NET 23,402 SQUARE FEET OR 0.537 ACRES, MORE OR LESS.

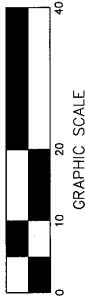
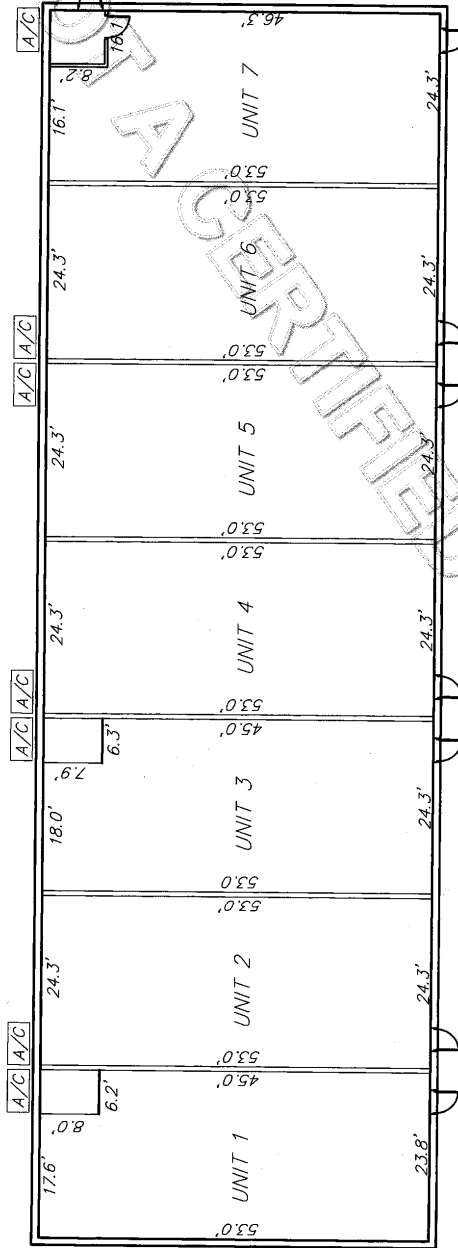


THIS INSTRUMENT PREPARED BY:  
JOHN SCOTT RHODES, P.S.M. #5739  
**RHODES & RHODES**  
**LAND SURVEYING, INC.**  
28100 BONITA GRANDE DRIVE SOUTH SUITE 107  
BONITA SPRINGS, FLORIDA 34135  
(239) 405-8166 FAX NO. (239) 405-8163  
FLORIDA BUSINESS LICENSE NO. LB 6897

EXHIBIT "B"  
NBC HIDEOUT, A COMMERCIAL CONDOMINIUM  
PHASE I AND PHASE II, BUILDING #6  
LEGAL DESCRIPTIONS

# NBC HIDEOUT, A COMMERCIAL CONDOMINIUM

A CONDOMINIUM LYING WITHIN UNIT B, NAPLES BIG CYPRESS LAND CONDOMINIUM  
RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE)  
SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA



**NOTES**

1. ANY IMPROVEMENT OUTSIDE OF THE UNIT BOUNDARIES, AS DESCRIBED WITHIN THE DECLARATION OF CONDOMINIUM, IS A COMMON ELEMENT (C.E.) OR LIMITED COMMON ELEMENT (L.C.E.) UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.
3. ORIGINAL SIZE OF DRAWING IS 8 1/2"x14". DRAWING IN ANY OTHER SIZE IS NOT TO SCALE.



THIS INSTRUMENT PREPARED BY:  
**JOHN SCOTT RHODES, P.S.M. #5739**  
**RHODES & RHODES**  
**LAND SURVEYING, INC.**  
 28100 BONITA GRANDE DRIVE SOUTH SUITE 107  
 BONITA SPRINGS, FLORIDA 34135  
 (239) 405-8166 FAX NO. (239) 405-8163  
 FLORIDA BUSINESS LICENSE NO. LB 6897

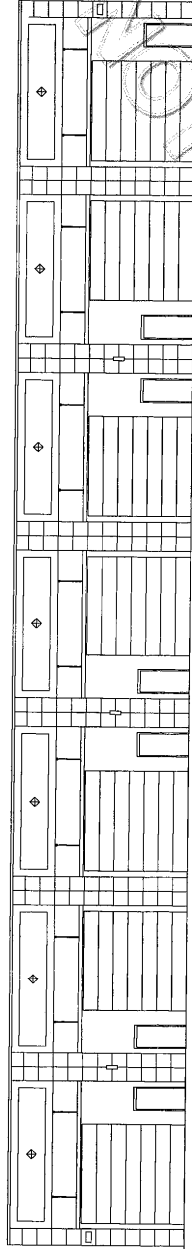
EXHIBIT "B"  
 NBC HIDEOUT, A COMMERCIAL CONDOMINIUM  
 PHASE I AND PHASE II, BUILDING #6  
 UNIT DIMENSION PLANS  
 \*ASBUILT\*

# NBC HIDEOUT, A COMMERCIAL CONDOMINIUM

SHEET 5 OF 5

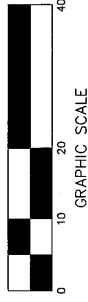
A CONDOMINIUM LYING WITHIN UNIT B, NAPLES BIG CYPRESS LAND CONDOMINIUM  
RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE)  
SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA

PARAPET HEIGHT = 34.65'

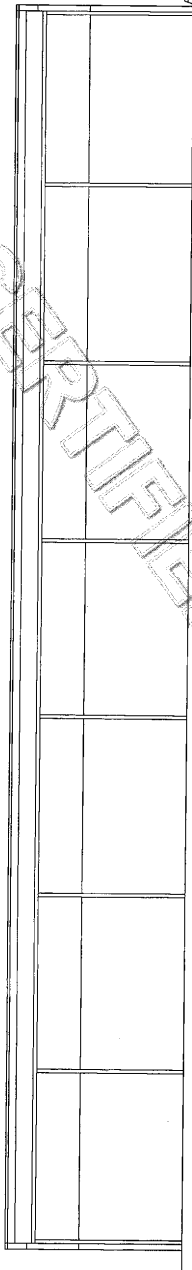


EAST SIDE

FINISHED FLOOR ELEV. = 8.65'

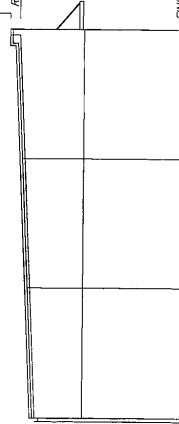


FINISHED FLOOR ELEV. = 8.65'



WEST SIDE

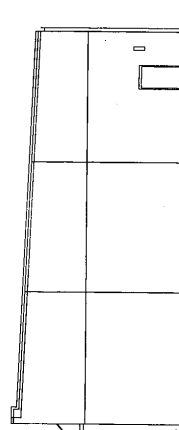
PARAPET HEIGHT = 34.65'  
ROOF HEIGHT = 30.95'



SOUTH SIDE

FINISHED FLOOR ELEV. = 8.65'

PARAPET HEIGHT = 34.65'  
ROOF HEIGHT = 30.95'



NORTH SIDE

FINISHED FLOOR ELEV. = 8.65'

### NOTES

1. ANY IMPROVEMENT OUTSIDE OF THE UNIT BOUNDARIES, AS DESCRIBED WITHIN THE DECLARATION OF CONDOMINIUM IS A COMMON ELEMENT (C.E.) OR LIMITED COMMON ELEMENT (L.C.E.) UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.
3. ORIGINAL SIZE OF DRAWING IS 8 1/2"x14". DRAWING IN ANY OTHER SIZE IS NOT TO SCALE.



THIS INSTRUMENT PREPARED BY:  
**JOHN SCOTT RHODES, P.S.M. #5739**  
**RHODES & RHODES**  
**LAND SURVEYING, INC.**  
 28100 BONITA GRANDE DRIVE SOUTH SUITE 107  
 BONITA SPRINGS, FLORIDA 34135  
 (239) 405-8166 FAX NO. (239) 405-8163  
 FLORIDA BUSINESS LICENSE NO. LB 6897

EXHIBIT "B"  
 NBC HIDEOUT, A COMMERCIAL CONDOMINIUM  
 PHASE I AND PHASE II, BUILDING #6  
 ELEVATIONS  
 \*ASBUILT\*

**EXHIBIT "C"**

**ARTICLES OF INCORPORATION**

**NOT A CERTIFIED COPY**

**Electronic Articles of Incorporation  
For**

N21000003230  
FILED  
March 22, 2021  
Sec. Of State  
dlokeefe

NBC HIDEOUT CONDOMINIUM ASSOCIATION, INC.

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

**Article I**

The name of the corporation is:

NBC HIDEOUT CONDOMINIUM ASSOCIATION, INC.

**Article II**

The principal place of business address:

793 CORDOBA CIRCLE  
NAPLES, FL. 34109

The mailing address of the corporation is:

793 CORDOBA CIRCLE  
NAPLES, FL. 34109

**Article III**

The specific purpose for which this corporation is organized is:

COMMERCIAL CONDOMINIUM ASSOCIATION

**Article IV**

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

**Article V**

The name and Florida street address of the registered agent is:

STEVEN J. BRACCI, PA  
9015 STRADA STELL COURT, SUITE 102  
NAPLES, FL. 34109

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: STEVEN J. BRACCI

N21000003230  
FILED  
March 22, 2021  
Sec. Of State  
dlokeefe

### Article VI

The name and address of the incorporator is:

KEITH BASIK  
793 CORDOBA CIRCLE  
NAPLES, FL 34109

Electronic Signature of Incorporator: KEITH BASIK

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

### Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P, D  
KEITH BASIK  
793 CORDOBA CIRCLE  
NAPLES, FL. 34109

Title: S, D  
JEFFREY BASIK  
10098 WINDY POINTE CT  
FORT MYERS, FL. 33913

Title: T, D  
BRIAN BASIK  
9853 BLUESTONE CIRCLE  
FORT MYERS, FL. 33913

UNRECORDED COPY

**EXHIBIT "D"**

**BYLAWS OF  
NBC HIDEOUT CONDOMINIUM ASSOCIATION, INC.**

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

1. Identity. These are the ByLaws of **NBC Hideout Condominium Association, Inc.**, a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose set forth in its Article of Incorporation.

1.1 Fiscal Year. The fiscal year of the Association shall be the twelve months period commencing January 1<sup>st</sup> of each year and terminating December 31<sup>st</sup> of each year.

1.2 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.

1.3 Definitions. For convenience, these Bylaws shall be referred to as the "Bylaws" and the Article of Incorporation of the Association as the "Article." The other terms used in these Bylaws shall have the same definitions and meanings as provided in the Articles unless herein provided to the contrary, or unless the context otherwise requires.

2. **MEMBERS.** The members of the Association shall be the record owners of legal title to the Units. IF a Unit is subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the Unit solely for purposes of determining voting use rights.

2.1 Voting Interests. The members of the Association are entitled to vote as provided in the Declaration.

The vote of a Unit is not divisible. The right to vote may not be denied because of delinquent assessments. If a Unit is owned by one natural person or one natural person acting as trustee, the right to vote is established by the record title to the Unit. If a Unit is owned jointly by two or more natural persons or natural persons acting as trustees, the Unit's vote may be cast by any one of the record owners. If two or more owners of a Unit will not agree amount themselves how their votes shall be cast on any questions, the vote shall not be counted on that question. If the owner of a Unit is a corporation, the vote may be cast by the president or vice president of the corporation. If a Unit is owned by a partnership, any general partner may cast the vote.

2.2 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is to be given or evidenced on any matter, whether the subject of an Association meeting or not, such decision may expressed by any person authorized in Section 2.1 above to cast the vote of the Unit, unless the written joinder or approval of all record owners is specifically required.

2.3 Termination of Membership. Termination of membership in the Association does not relieve or release any former member from any liability or obligation incurred under in any way connected with, the Condominium during the period of this membership, nor does it impair any rights or remedies the Association may have against

any former member arising out of, or connected with, such membership and the covenants and obligations incident thereto.

### 3. MEETINGS OF THE MEMBERS; VOTING

**3.1 Annual Meeting.** The annual meeting shall be held in Collier County, Florida, each year at a day, place and time designated by the Board of Directors, for the purpose of transacting any business authorized to be transacted by the members and to elect Directors. At the time of the annual meeting, all ballots cast in the annual election of Directors shall be counted and results announced.

**3.2 Special Meeting.** Special meetings of the members shall be held whenever called by the President or by a majority of the Directors, and may also be called by a majority of the Units. Business at any special meeting shall be limited to the items specified in the notice of meeting.

**3.3 Notice of Meetings.** Notice of a meeting of the members must be mailed hand-delivered at least fourteen (14) days before the meeting and must be posted in a conspicuous place on the condominium property at least 14 continuous days preceding the annual meeting. The Notice must state the time, date, and place of the meeting, and include a detailed agenda. Mailed notices must be sent to each member at the address last furnished to the Association by the unit owner, or hand delivered to each unit owner. Each member bears the responsibility for notifying the Association of any change of address. Any person entitled to receive notice of any meeting may waive notice altogether by written waiver. If ownership of a Unit is transferred after notice has been mailed, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member, unless the member objects to the lack of notice at the beginning of the meeting.

**3.4 Notice of Annual Meeting: Special Requirements.** At least sixty (60) days prior to an annual meeting, the Association shall mail to each Unit Owner entitled to vote, a first notice of the date of the annual meeting and election. Additionally, notice of the annual meeting, together with a detailed agenda, shall be posted in a conspicuous place on the condominium property or association property at least fourteen (14) continuous days prior to the annual meeting. The notice and agenda for the annual meeting shall also be sent by first class mail at least fourteen (14) continuous days prior to the meeting to each Owner and affidavit of the officer or other person making the mailing shall be retained in the Association records as proof of mailing.

**3.5 Quorum.** A quorum at a duly called members' meeting is attained by the presence, either in person or by proxy, of at least majority of the voting interest of the Association. Once a quorum has been attained at a meeting, the subsequent withdrawal of some of the voting interests does not destroy the quorum until the meeting is finally adjourned.

**3.6 Vote Required.** The acts approved by the owners of at least a majority of the voting interest present in person or by proxy at a duly called meeting of the members at which a quorum has been attained shall be the acts of the members, except where a great or different number of votes is required by law, or by a provision of the condominium documents.



**3.7 Proxy Voting.** To the extent lawful, any person entitled to attend and vote at a members may establish his presence and cast his vote by proxy. However, proxies shall in no event be used in electing the Board of Directors, except in elections to fill vacancies caused by recall. A proxy is valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at the pleasure of the person executing. To be valid, a proxy must be in writing, dated, signed by a person authorized to cast the vote of the Unit, and specify the date, time and place of the meeting for which it is given. The original must be delivered to the Secretary at or before the time of the meeting or continuance thereof. Holders of proxies need not be members. No proxy is valid if it names more than one person proxyholder, but the proxyholder has the right, if the proxy so provides, to substitute another person to hold the proxy.

**3.8 Adjourned Meetings.** Any duly called meeting of the members may be adjourned, to be reconvened at a specific later time, date and place, by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance as long as a quorum is attained.

**3.9 Minutes.** Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner, available for inspection and copying by Unit Owners or their authorized representatives at all reasonable times for at least seven (7) years after the meeting.

**3.10 Action by Members Without Meeting.** Except for the holding of the annual meeting and the annual election of Directors, any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if written consents, or other instruments expressing approval of the action proposed to be taken, are signed and returned by members having at least the minimum number of votes that would be necessary to approve the action at a meeting at which all of the voting interests were present and voting. If the requisite number of written consents are received by the Secretary with sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had a been approved by vote of the members at a meeting of the members held on the sixtieth (60) day. Within then (10) days thereafter, the Association shall send written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph affects the rights of members to call a special meeting of the membership. As provided for by Section 3.2 above, or by law. If the vote is taken by the method described in the Sections 3.12, the list of Unit Owners on the record with the Secretary at the time of mailing the voting material shall be the list of qualified votes.

**4. BOARD OF DIRECTORS.** The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the condominium documents, shall be exercised by the Board, subject to the approval of, or consent by, the Unit Owners only when such is specifically requir3ed.

**4.1 Number and Terms of Service.** The number of Directors which shall constitute the whole Board of Directors shall be three (3). In order to provide for a continuity of experience, by establishing a system of staggered terms of office, in the first election in

which Unit Owners other than the Developer elect a majority of the Directors, the number of Directors to be elected shall be three (3). The two candidates receiving the highest number of votes shall be elected for a term of three (3) years. All other candidates shall serve a term of two (2) years. If there are no more candidates than there are seats to be filled, the determination of who is elected to serve the longer terms shall be made among them by agreement, or lot. Thereafter, all Directors shall be elected for two (2) year terms. A Director's term ends at the final adjournment of the annual election at which his successor is to be duly elected, or at such other time as may be provided by law. Directors shall be elected by the members as described in Section 4.3, or in the case of a vacancy, as provided in Section 4.4 below.

**4.2 Qualification.** Except for Directors appointed by the developer, each Director must be at least eighteen (18) years of age and must also be a Unit Owner.

**4.3 Annual Elections.** At each annual meeting the members shall elect as many Directors as there are regular terms of Directors expiring or other vacancies to be filled by election. Any Unit Owner or other eligible person desiring to be a candidate shall give written notice to the Association of his or her intent not less than forty (40) days prior to the scheduled election. Directors shall be elected by a plurality of the votes cast in person at the annual meeting. In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there are Directors to be elected, but no Unit may cast more than one (1) vote for any candidate, it being intended that voting for Directors shall be non-cumulative. The candidates receiving the highest number of votes shall be elected. The votes may be broken by agreement among the candidates who are tied, or if there is no agreement, by a run-off election.

**4.4 Vacancies.** Except as otherwise provided by law for the filing of vacancies during the time when the Developer is entitled to appoint at least one Director, if the office of any Director becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:

(A) If a vacancy is caused by the death, disqualification or resignation of a Director, a majority of the remaining Director's though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term.

(B) If a vacancy occurs as a result of a recall and less than a majority of the Directors are removed, the vacancy may be filled by appointment by a majority of the remaining Directors. If vacancies occur as a result of a recall in which a majority or more of the Directors are removed, the vacancies shall be filled in accordance with the administrative rules of the Division governing the method of selecting successors, and providing for the operation of the Association during the period after the recall but prior to the designation of successor Directors sufficient to constitute a quorum.

**4.5 Removal or Recall of Directors.** Any or all Directors, except those appointed by the Developer, may be removed with or without cause by a majority vote of the entire membership, either by a written petition or at any meeting called for that purpose. If a meeting is held or a petition is filed for the removal of more

than one Director. The question shall be determined separately as to each Director sought to be removed. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given.

**4.6 Organizational Meeting.** The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such time, day and place as may be fixed and announced by the Directors at the meeting in conjunction with which they were elected. Notice of the organizational meeting must be given in accordance with sections 4.7 and 4.8 hereof.

**4.7 Other Meetings: Notice to Directors.** Meetings of the Board may be held at such time and place in Collier County, Florida, as shall be determined from time to time by the President or by a majority of the Directors. Notice of all meetings shall be given to each Director, personally or by mail, telephone or telegram at least two (2) days prior to the day named for such meeting.

**4.8 Notice to Owners.** All meetings of the Board of Directors shall be open to the Unit Owners. A notice and agenda for each Board meeting shall be posted conspicuously on the condominium property for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which a non-emergency special assessment or a rule restricting the use of Units is to be considered for any reason shall be mailed to each Owner at least fourteen (14) days before the meeting, and an affidavit of mailing shall be retained as proof of mailing. Notice of any Board meeting at which a budget will be adopted or amended shall conform to the requirements of Section 6.2 below. The right of owners to attend Board meetings includes the right to speak on designated agenda items subject to reasonable rules of the Association governing the manner, duration and frequency of doing so.

**4.9 Waiver of Notice.** Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

**4.10 Quorum of Directors.** A quorum exists at a Board meeting only when at least two (2) Directors are present in person. Directors may not vote or participate by proxy at Board meetings. Directors may, however, participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person. Directors may not vote by proxy at Board meetings, except that officers may be elected by secret ballot.

**4.11 Vote Required.** The acts approved by a majority of those Directors present and voting at a meeting while a quorum exists are the acts of the Board of Directors, except when approval by a greater number of Directors is required by the condominium documents or by applicable statutes. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of the prevailing point

of view on any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes.

**4.12 Adjourned Meetings.** The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, if a quorum is present, any business may be transacted that might have been transacted at the meeting originally as called.

NOT A CERTIFIED COPY

Prepared By and After Recording  
Return To:  
Steven J. Bracci, Esq.  
Steven J. Bracci, PA  
9015 Strada Stell Court, Suite 102  
Naples, Florida 34109

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM  
FOR  
NBC HIDEOUT CONDOMINIUM**

THIS FIRST AMENDMENT to the Declaration of Condominium (“Amendment”), is made and executed this 28 day of April, 2021, by, NBC LAND HOLDINGS, LLC, a Florida limited liability company (“Developer”).

WHEREAS, on March 29, 2021, the Developer recorded the Declaration of Condominium for NBG Hideout Condominium at Instrument No. 6027093, of the Public Records of Lee County, Florida, a First Amendment recorded on March 10, 2017, at O.R. Book 5916, Page 2511, of the Public Records of Collier County, Florida (collectively, the “Declaration”); and

WHEREAS, in accordance with Section 23.7 and 23.8 of the Declaration, Developer wishes to hereby amend and modify the Declaration as set forth herein, to correct certain errors in **Exhibit “A”** and **Exhibit “B”** to the Declaration;

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and in accordance with Section 23.7 and 23.8 of the Declaration, the Developer hereby amends the Declaration as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Amendment to Exhibit “A”. **Exhibit “A”** to the Declaration is hereby amended and replaced with **“Exhibit “A”** hereto.
3. Amendment to Exhibit “B”. **Exhibit “B”** to the Declaration is hereby amended and replaced with **“Exhibit “B”** hereto.
4. Except as amended hereby, all terms and provisions of the Declaration shall remain in full force and effect.

\*\*\*\*\*

IN WITNESS WHEREOF, the undersigned Developer has executed this Amendment as of this 28 day of April, 2021.

NBC LAND HOLDINGS, LLC, a Florida limited liability company

BY: [Signature]  
Keith Basik, its Manager and Authorized Member

Date: 4/28/2021

[Signature]  
Witness No. 1 – Signature

Steven J. Bracci  
Witness No. 1 – Printed Name

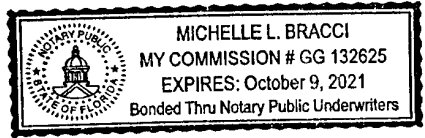
[Signature]  
Witness No. 2 – Signature

Michelle L. Bracci  
Witness No. 2 – Printed Name

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged by X physical presence or \_\_\_ online notary before me this 28 day of April, 2021, by Keith Basik, as Manager and Authorized Member of NBC LAND HOLDINGS, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced (type of identification) \_\_\_\_\_ as identification.



[Signature]  
Notary Public

Michelle L. Bracci  
Printed Name  
My commission expires: 10/09/2021

**LEGAL DESCRIPTION  
NBC Hideout, a Commercial Condominium  
PHASE I**

Being all of Unit B, Big Cypress Land Condominium, recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida.

Containing 120,636 square feet or 2.77 acres, more or less.

**LESS AND EXCEPT THE FOLLOWING PHASES II, III, IV, V AND VI**

**LEGAL DESCRIPTION  
NBC Hideout, a Commercial Condominium  
Phase II**

Being a portion of Unit B, Big Cypress Land Condominium, recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida and being more particularly described as follows:

COMMENCE at the northwesterly corner of Unit B, Big Cypress Land Condominium recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida; thence South 00°30'21" West, a distance of 415.00 feet; thence South 89°29'39" East, a distance of 10.00 feet to the POINT OF BEGINNING of the parcel of land herein described; thence South 89°29'39" East, a distance of 55.00 feet; thence South 00°30'21" West, a distance of 175.00 feet; thence North 89°29'39" West, a distance of 55.00 feet; thence North 00°30'21" East, a distance of 175.00 feet to the POINT OF BEGINNING.

Containing 9,625 square feet or 0.221 acres, more or less.

AND

**LEGAL DESCRIPTION  
NBC Hideout, a Commercial Condominium  
Phase III**

Being a portion of Unit B, Big Cypress Land Condominium, recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida and being more particularly described as follows:

COMMENCE at the northwesterly corner of Unit B, Big Cypress Land Condominium recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida; thence South 00°30'21" West, a distance of 210.00 feet; thence South

89°29'39" East, a distance of 15.00 feet to the POINT OF BEGINNING of the parcel of land herein described; thence South 89°29'39" East, a distance of 50.00 feet; thence South 00°30'21" West, a distance of 180.00 feet; thence North 89°29'39" West, a distance of 50.00 feet; thence North 00°30'21" East, a distance of 180.00 feet to the POINT OF BEGINNING.

Containing 9,000 square feet or 0.207 acres, more or less.

AND

LEGAL DESCRIPTION  
NBC Hideout, a Commercial Condominium  
Phase IV

Being a portion of Unit B, Big Cypress Land Condominium, recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida and being more particularly described as follows:

COMMENCE at the northeasterly corner of Unit B, Big Cypress Land Condominium recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida; thence South 00°30'21" West, a distance of 417.88 feet; thence North 89°29'39" West, a distance of 15.00 feet to the POINT OF BEGINNING of the parcel of land herein described; thence South 00°30'21" West, a distance of 175.00 feet; thence North 89°29'39" West, a distance of 55.00 feet; thence North 00°30'21" East, a distance of 175.00 feet; thence South 89°29'39" East, a distance of 55.00 feet to the POINT OF BEGINNING.

Containing 9,625 square feet or 0.221 acres, more or less.

AND

LEGAL DESCRIPTION  
NBC Hideout, a Commercial Condominium  
Phase V



Being a portion of Unit B, Big Cypress Land Condominium, recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida and being more particularly described as follows:

COMMENCE at the northeasterly corner of Unit B, Big Cypress Land Condominium recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida; thence South 00°30'21" West, a distance of 217.88 feet; thence North 89°29'39" West, a distance of 15.00 feet to the POINT OF BEGINNING of the parcel of land herein described; thence South 00°30'21" West, a distance of 175.00 feet; thence North 89°29'39" West, a distance of 55.00 feet; thence North 00°30'21" East, a distance of 175.00 feet; thence South 89°29'39" East, a distance of 55.00 feet to the POINT OF BEGINNING.

Containing 9,625 square feet or 0.221 acres, more or less.

AND

**LEGAL DESCRIPTION**  
NBC Hideout, a Commercial Condominium  
Phase VI

Being a portion of Unit B, Big Cypress Land Condominium, recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida and being more particularly described as follows:

COMMENCE at the northeasterly corner of Unit B, Big Cypress Land Condominium recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida; thence South 00°30'21" West, a distance of 123.40 feet; thence North 89°29'39" West, a distance of 23.33 feet to the POINT OF BEGINNING of the parcel of land herein described; thence South 00°30'21" West, a distance of 25.33 feet; thence North 89°29'39" West, a distance of 166.67 feet; thence North 00°30'21" East, a distance of 25.33 feet; thence South 89°29'39" East, a distance of 166.67 feet to the POINT OF BEGINNING.

Containing 4,222 square feet or 0.097 acres, more or less.

CONTAINING NET 78,539 SQUARE FEET OR 1.803 ACRES, MORE OR LESS.

**(END OF LESSOUTS)**

**TOGETHER WITH**

**LEGAL DESCRIPTION**  
**NBC Hideout, a Commercial Condominium**  
**Phase II**

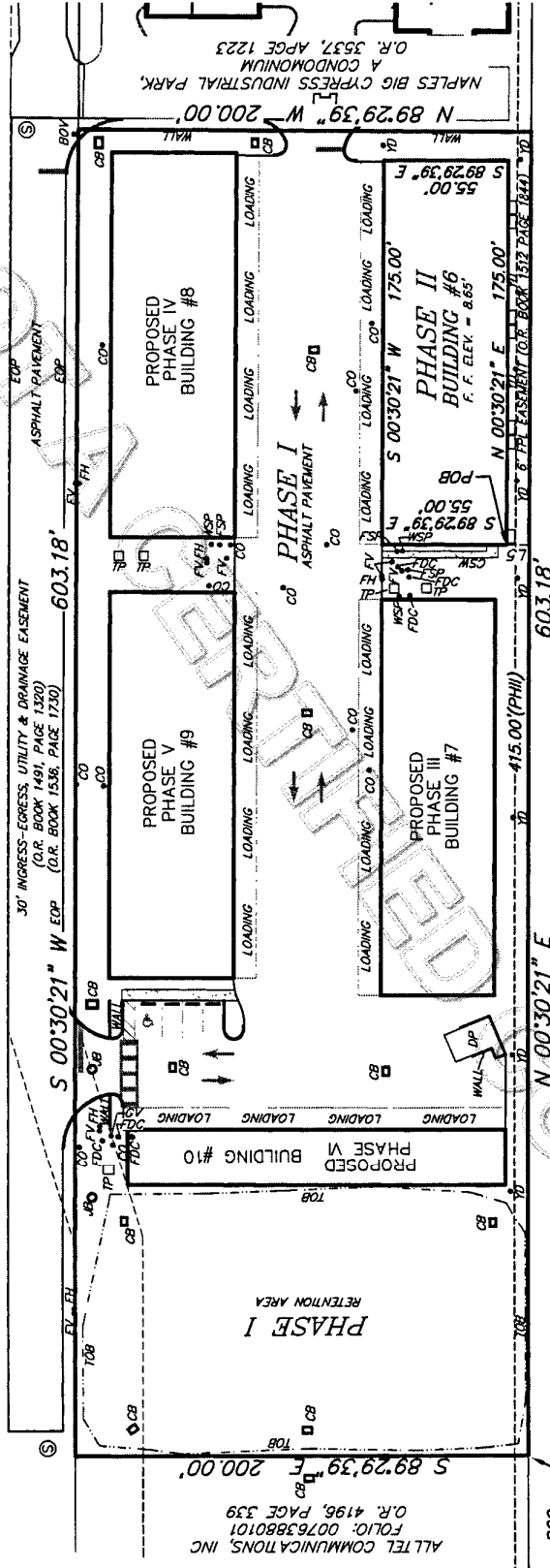
Being a portion of Unit B, Big Cypress Land Condominium, recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida and being more particularly described as follows:

COMMENCE at the northwesterly corner of Unit B, Big Cypress Land Condominium recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida; thence South 00°30'21" West, a distance of 415.00 feet; thence South 89°29'39" East, a distance of 10.00 feet to the POINT OF BEGINNING of the parcel of land herein described; thence South 89°29'39" East, a distance of 55.00 feet; thence South 00°30'21" West, a distance of 175.00 feet; thence North 89°29'39" West, a distance of 55.00 feet; thence North 00°30'21" East, a distance of 175.00 feet to the POINT OF BEGINNING.

Containing 9,625 square feet or 0.221 acres, more or less.

# NBC HIDEOUT, A COMMERCIAL CONDOMINIUM

A CONDOMINIUM LYING WITHIN UNIT B, NAPLES BIG CYPRESS LAND CONDOMINIUM  
 RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE)  
 SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA



LINE	LENGTH	BEARING
L5	10.00'	S 89°29'39" E

- ABBREVIATIONS**
- BOB = BASIS OF BEARING
  - POB = POINT OF BEGINNING
  - PSM = PLUMBING SYMBOL
  - FPL = FLORIDA POWER & LIGHT
  - A/C = AIR CONDITIONING
  - (PH) = PHASE
  - YD = YARD DRAIN
  - CB = CATCH BASIN
  - DP = DUMPSTER PAD
  - CO = CURB OPENING
  - TOB = TOP OF BANK
  - TC = TOP OF CURB
  - FV = FIRE VALVE
  - CSW = CONCRETE SIDEWALK
  - POC = POINT OF CONNECTION
  - WSP = WATER SERVICE PIPE
  - FSP = FIRE SERVICE PIPE
  - JIB = JUNCTION BOX
  - SM = SANITARY MANHOLE
  - TR = TRANSFORMER
  - TS = TRAFFIC SIGNAL
  - HP = HANDICAP PARKING SPACE

- NOTES**
- SEE LEGAL DESCRIPTION FOR PHASE II, BUILDING #6 AND NOTES ON SHEET 2.
  - SEE LEGAL DESCRIPTION FOR PHASE I ON SHEET 3.
  - ORIGINAL SIZE OF DRAWING IS 8 1/2" X 14". DRAWING IN ANY OTHER SIZE IS NOT TO SCALE.

THIS INSTRUMENT PREPARED BY:  
**JOHN SCOTT RHODES, P.S.M. #5739**  
**RHODES & RHODES**  
**LAND SURVEYING, INC.**  
 28100 BONITA GRANDE DRIVE SOUTH SUITE 107  
 BONITA SPRINGS, FLORIDA 34135  
 (239) 405-8166 FAX NO. (239) 405-8163  
 FLORIDA BUSINESS LICENSE NO. LB 6897

**EXHIBIT "B"**  
**NBC HIDEOUT, A COMMERCIAL CONDOMINIUM**  
**PHASE I AND PHASE II, BUILDING 6**  
**BOUNDARY SURVEY & SITE PLAN**

**ABBREVIATIONS**

- BOB = BASIS OF BEARING
- POB = POINT OF BEGINNING
- PSM = PLUMBING SYMBOL
- FPL = FLORIDA POWER & LIGHT
- A/C = AIR CONDITIONING
- (PH) = PHASE
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- JIB = JUNCTION BOX
- SM = SANITARY MANHOLE
- TR = TRANSFORMER
- TS = TRAFFIC SIGNAL
- HP = HANDICAP PARKING SPACE

**ELOOD ZONE:**  
 ZONE AE 6.0 NAVD  
 ZONE AE 7.3 NAVD  
 ZONE X

**MAP REVISION DATE:**  
 MAY 16, 2012

**PANEL NO.:**  
 12021C 0620 H

# NBC HIDEOUT, A COMMERCIAL CONDOMINIUM

A CONDOMINIUM LYING WITHIN UNIT B, NAPLES BIG CYPRESS LAND CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA

## LEGAL DESCRIPTION NBC HIDEOUT, A COMMERCIAL CONDOMINIUM PHASE II, BUILDING #8

BEING A PORTION OF UNIT B, BIG CYPRESS LAND CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHWESTERLY CORNER OF UNIT B, BIG CYPRESS LAND CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, THENCE SOUTH 00°30'21" WEST, A DISTANCE OF 415.00 FEET; THENCE SOUTH 89°29'39" EAST, A DISTANCE OF 10.00 FEET TO THE EQUILIBRIUM POINT OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 89°29'39" EAST, A DISTANCE OF 53.00 FEET; THENCE NORTH 00°30'21" WEST, A DISTANCE OF 175.00 FEET; THENCE NORTH 89°29'39" WEST, A DISTANCE OF 53.00 FEET; THENCE NORTH 00°30'21" EAST, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.625 SQUARE FEET OR 0.221 ACRES, MORE OR LESS.

- NOTES**
1. BEARINGS BASED ON THE EAST LINE SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA, AS BEING SOUTH 00°32'17" WEST.
  2. FIELD MEASUREMENTS ARE IN SUBSTANTIAL AGREEMENT WITH PLAT AND/OR DEED CALLS UNLESS NOTED.
  3. SUBJECT TO EASEMENTS, RESTRICTIONS AND/OR RESERVATIONS OF RECORD.
  4. ABSTRACT NOT REVIEWED.
  5. SURVEYOR'S CERTIFICATION DOES NOT APPLY TO MATTERS OF TITLE, ZONING, OR FREEDOM OF ENCUMBRANCES, AND IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL FREEDOM SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
  6. NO UNDERGROUND UTILITIES, FOUNDATIONS OR OTHER UNDERGROUND INSTALLATIONS WERE LOCATED UNLESS SHOWN.
  7. NO OTHER PERSONS OR ENTITIES, OTHER THAN SHOWN, MAY RELY ON THIS SURVEY.
  8. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.
  9. ALL IMPROVEMENTS SHOWN ARE PROPOSED UNLESS OTHERWISE NOTED.
  10. SEE SHEET 3 FOR PHASE I LEGAL DESCRIPTION.

### CERTIFICATION:

I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS SPECIFIED IN THE BOARD OF PROFESSIONAL LAND SURVEYING CHAPTER 47.052-005 FLORIDA ADMINISTRATIVE CODE, PURSUANT CHAPTER 47.027, FLORIDA STATUTES.

JOHN SCOTT RHODES PSM #5739


THIS INSTRUMENT PREPARED BY:  
  
**RHODES & RHODES**  
**LAND SURVEYING, INC.**  
 28100 BONITA GRANDE DRIVE SOUTH SUITE 107  
 BONITA SPRINGS, FLORIDA 34135  
 (239) 405-8166 FAX NO. (239) 405-8163  
 FLORIDA BUSINESS LICENSE NO. LB 6887

EXHIBIT "B"  
NBC HIDEOUT, A COMMERCIAL CONDOMINIUM  
PHASE II, BUILDING 6 LEGAL DESCRIPTION  
SURVEY NOTES



# NBC HIDEOUT, A COMMERCIAL CONDOMINIUM

A CONDOMINIUM LYING WITHIN UNIT B, NAPLES BIG CYPRESS LAND CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA

## LEGAL DESCRIPTION NBC HIDEOUT, A COMMERCIAL CONDOMINIUM PHASE I

BEING ALL OF UNIT B, BIG CYPRESS LAND CONDOMINIUM, RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA,  
CONTAINING 120,638 SQUARE FEET OR 2.77 ACRES, MORE OR LESS.

## LESS AND EXCEPT THE FOLLOWING PHASES

### LEGAL DESCRIPTION NBC HIDEOUT, A COMMERCIAL CONDOMINIUM PHASE II

BEING A PORTION OF UNIT B, BIG CYPRESS LAND CONDOMINIUM, RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHEASTERLY CORNER OF UNIT B, BIG CYPRESS LAND CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE SOUTH 00°30'21" WEST, A DISTANCE OF 415.00 FEET; THENCE SOUTH 89°29'39" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 89°29'39" EAST, A DISTANCE OF 55.00 FEET; THENCE SOUTH 00°30'21" WEST, A DISTANCE OF 175.00 FEET; THENCE NORTH 89°29'39" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 00°30'21" EAST, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,625 SQUARE FEET OR 0.221 ACRES, MORE OR LESS.

### AND LEGAL DESCRIPTION NBC HIDEOUT, A COMMERCIAL CONDOMINIUM PHASE III

BEING A PORTION OF UNIT B, BIG CYPRESS LAND CONDOMINIUM, RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHEASTERLY CORNER OF UNIT B, BIG CYPRESS LAND CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE SOUTH 00°30'21" WEST, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°29'39" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 89°29'39" EAST, A DISTANCE OF 55.00 FEET; THENCE SOUTH 00°30'21" WEST, A DISTANCE OF 175.00 FEET; THENCE NORTH 89°29'39" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 00°30'21" EAST, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,000 SQUARE FEET OR 0.207 ACRES, MORE OR LESS.

### AND LEGAL DESCRIPTION NBC HIDEOUT, A COMMERCIAL CONDOMINIUM PHASE IV

BEING A PORTION OF UNIT B, BIG CYPRESS LAND CONDOMINIUM, RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHEASTERLY CORNER OF UNIT B, BIG CYPRESS LAND CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE SOUTH 00°30'21" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 89°29'39" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 89°29'39" EAST, A DISTANCE OF 55.00 FEET; THENCE SOUTH 00°30'21" WEST, A DISTANCE OF 175.00 FEET; THENCE NORTH 89°29'39" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 00°30'21" EAST, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,625 SQUARE FEET OR 0.221 ACRES, MORE OR LESS.

### AND LEGAL DESCRIPTION NBC HIDEOUT, A COMMERCIAL CONDOMINIUM PHASE V

BEING A PORTION OF UNIT B, BIG CYPRESS LAND CONDOMINIUM, RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER OF UNIT B, BIG CYPRESS LAND CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE SOUTH 00°30'21" WEST, A DISTANCE OF 217.89 FEET; THENCE NORTH 89°29'39" WEST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 00°30'21" WEST, A DISTANCE OF 175.00 FEET; THENCE NORTH 89°29'39" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 00°30'21" EAST, A DISTANCE OF 175.00 FEET; THENCE SOUTH 89°29'39" EAST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,625 SQUARE FEET OR 0.221 ACRES, MORE OR LESS.

### AND LEGAL DESCRIPTION NBC HIDEOUT, A COMMERCIAL CONDOMINIUM PHASE VI

BEING A PORTION OF UNIT B, BIG CYPRESS LAND CONDOMINIUM, RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER OF UNIT B, BIG CYPRESS LAND CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE SOUTH 00°30'21" WEST, A DISTANCE OF 123.40 FEET; THENCE NORTH 89°29'39" WEST, A DISTANCE OF 23.33 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 00°30'21" WEST, A DISTANCE OF 25.33 FEET; THENCE NORTH 89°29'39" WEST, A DISTANCE OF 166.67 FEET; THENCE NORTH 00°30'21" EAST, A DISTANCE OF 25.33 FEET; THENCE SOUTH 89°29'39" EAST, A DISTANCE OF 166.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,222 SQUARE FEET OR 0.097 ACRES, MORE OR LESS.

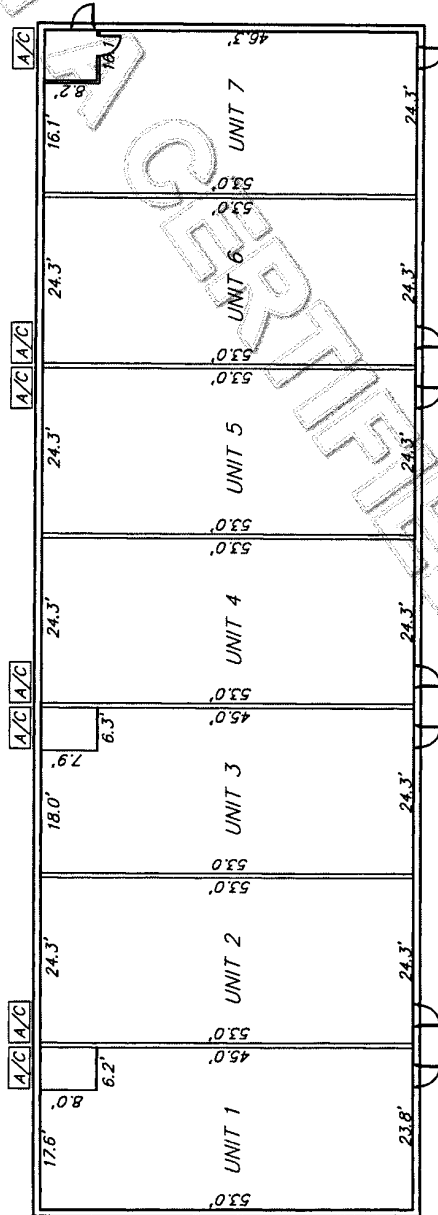
CONTAINING NET 78,539 SQUARE FEET OR 1.803 ACRES, MORE OR LESS.

THIS INSTRUMENT PREPARED BY:  
**RHODES & RHODES**  
LAND SURVEYING, INC.  
28100 BONITA GRANDE DRIVE SOUTH SUITE 107  
BONITA SPRINGS, FLORIDA 34135  
(239) 405-8166 FAX NO. (239) 405-8163  
FLORIDA BUSINESS LICENSE NO. LB 6897

EXHIBIT "B"  
NBC HIDEOUT, A COMMERCIAL CONDOMINIUM  
PHASE I LEGAL DESCRIPTION

**NBC HIDEOUT, A COMMERCIAL CONDOMINIUM**

A CONDOMINIUM LYING WITHIN UNIT B, NAPLES BIG CYPRESS LAND CONDOMINIUM  
 RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE)  
 SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA



- NOTES**
1. ANY IMPROVEMENT OUTSIDE OF THE UNIT BOUNDARIES, AS DESCRIBED IN THE DECLARATION OF CONDOMINIUM, IS A COMMON ELEMENT (C.E.) OR LIMITED COMMON ELEMENT (L.C.E.) UNLESS OTHERWISE NOTED.
  2. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.
  3. ORIGINAL SIZE OF DRAWING IS 8 1/2"x14". DRAWING IN ANY OTHER SIZE IS NOT TO SCALE.

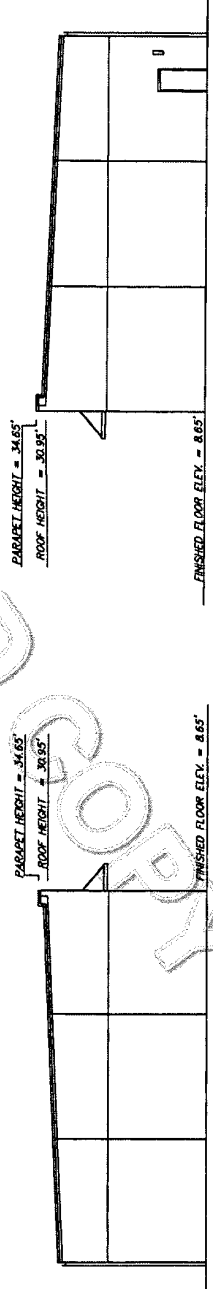
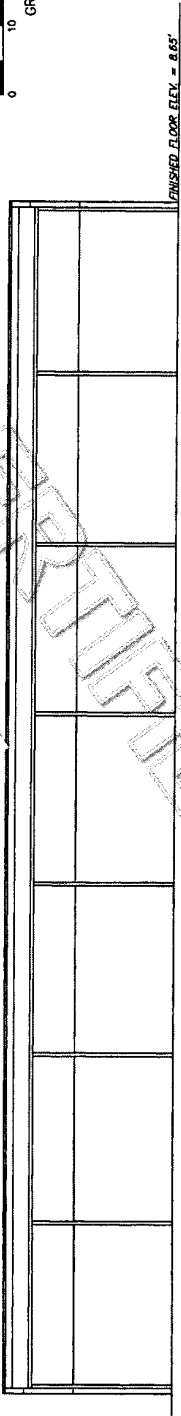
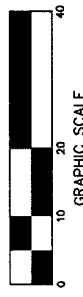
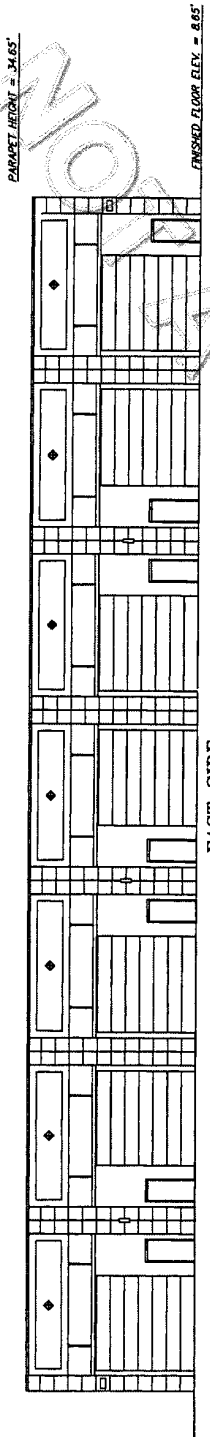
THIS INSTRUMENT PREPARED BY:  
 JOHN SCOTT RHODES, P.S.M. #5739  
**RHODES & RHODES**  
**LAND SURVEYING, INC.**  
 28100 BONITA GRANDE DRIVE SOUTH SUITE 107  
 BONITA SPRINGS, FLORIDA 34135  
 (239) 405-8166 FAX NO. (239) 405-8163  
 FLORIDA BUSINESS LICENSE NO. LB 6897

**EXHIBIT "B"**  
**NBC HIDEOUT, A COMMERCIAL CONDOMINIUM**  
**PHASE I AND PHASE II, BUILDING #6**  
**UNIT DIMENSION PLANS**  
 \*ASBUILT\*

# NBC HIDEOUT, A COMMERCIAL CONDOMINIUM

SHEET 5 OF 5

A CONDOMINIUM LYING WITHIN UNIT B, NAPLES BIG CYPRESS LAND CONDOMINIUM  
RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE)  
SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA



### NOTES

1. ANY IMPROVEMENT OUTSIDE OF THE UNIT BOUNDARIES, AS DESCRIBED WITHIN THE DECLARATION OF CONDOMINIUM, IS A COMMON ELEMENT UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.
3. ORIGINAL SIZE OF DRAWING IS 8 1/2"x11". DRAWING IN ANY OTHER SIZE IS NOT TO SCALE.

THIS INSTRUMENT PREPARED BY:  
**JOHN SCOTT RHODES, P.S.M. #5739**  
**RHODES & RHODES**  
**LAND SURVEYING, INC.**  
 28100 BONITA GRANDE DRIVE SOUTH SUITE 107  
 BONITA SPRINGS, FLORIDA 34135  
 (239) 405-8166 FAX NO. (239) 405-8163  
 FLORIDA BUSINESS LICENSE NO. LB 6897

EXHIBIT "B"  
 NBC HIDEOUT, A COMMERCIAL CONDOMINIUM  
 PHASE I AND PHASE II, BUILDING #6  
 ELEVATIONS  
 \*ASBUILT\*

Prepared By and After Recording  
Return To  
Steven J Bracci, Esq  
Steven J Bracci, PA  
9015 Strada Stell Court, Suite 102  
Naples, Florida 34109

**CERTIFICATE OF SECOND AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
FOR  
NBC HIDEOUT CONDOMINIUM**

THE UNDERSIGNED, being the duly elected and acting President of NBC HIDEOUT CONDOMINIUM ASSOCIATION, INC, Florida not for profit corporation, which is the "Association" under that certain Declaration of Condominium for NBC Hideout Condominium recorded on March 29, 2021, at Instrument No 6027093 (O R Book 5916, Page 2511), as amended by that First Amendment to Declaration of Condominium recorded on April 28, 2021, at Instrument No 6047493 (O R. Book 5396, Page 9321), each in the Public Records of Collier County, Florida (the "Declaration"), does hereby certify that pursuant to Section 23 3 of the Declaration and Section 3 10 of the Bylaws, the amendment to the Association's Declaration set forth below was approved and adopted by unanimous written consent by the votes of the Association's members required for the purpose of amending said Rules and Regulations

Additions indicated by underlining  
Deletions indicated by ~~striking through~~

**Amendment No. 1**  
**Section 15.1 of the Declaration**  
**Leasing of Units**

15 1 Owners of Units shall be entitled to rent or lease their respective Units from time to time as they wish, for such term or period of time, and upon such terms and conditions as the respective Unit owners may determine, provided that in any event, any rental or use arrangement must specifically obligate the Tenant to abide by the terms and conditions of this Declaration, the Articles and By-Laws of the Association, as well as all pertinent rules and regulations adopted from time to time ~~No owner shall be permitted to rent or lease less than an entire Unit~~ The owner of a Unit shall be permitted to lease less than the entire Unit to up to two (2) tenants. No lease shall be less than three (3) months in duration. A copy of all tenant leases shall be provided to the Association prior to any tenant occupying the Unit. In addition, Unit owners and Tenants shall in all respects comply with provisions of state and local laws and ordinances in connection with rentals or leases of Units. Unit owners shall be responsible for advising Tenants of applicable rules and regulations pertaining to use of the Condominium Property, as adopted from time to time. Unit owners shall at all times provide a copy of all Unit leases to the Association, together with




current name, address and phone number of the Unit tenant

\*\*\*\*\*


IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment as of this 6<sup>th</sup> day of August, 2021

**THE ASSOCIATION:**

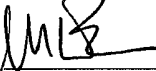
NBC HIDEOUT CONDOMINIUM ASSOCIATION, INC a Florida not for profit corporation

BY   
Keith A. Basik, its President

Date August 11, 2021

  
Witness No 1 – Signature

Steven J. Bracci  
Witness No 1 – Printed Name

  
Witness No 2 – Signature

Milanne L. Bracci  
Witness No 2 – Printed Name

NOT A CERTIFIED COPY

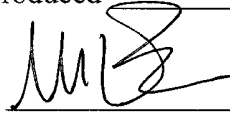
STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing was acknowledged before me by means of  physical presence or  online notarization, this 11 day of August, 2021, by KEITH A BASIK, as President of NBC HIDEOUT CONDOMINIUM ASSOCIATION, INC, a Florida not for profit corporation, as "Developer", who is personally known to me or who has produced FLDL as identification

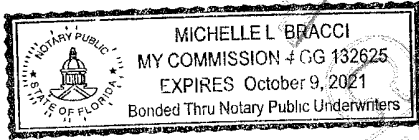
SEAL

Notary Public



Print Name

Michelle Bracci



CERTIFIED COPY

Prepared By and After Recording  
Return To:  
Steven J. Bracci, Esq.  
Steven J. Bracci, PA  
9015 Strada Stell Court, Suite 102  
Naples, Florida 34109

**CERTIFICATE OF THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM  
FOR  
NBC HIDEOUT CONDOMINIUM**

THIS CERTIFICATE OF THIRD AMENDMENT to the Declaration of Condominium (“Amendment”), is made and executed this \_\_\_\_ day of April, 2022, by, NBC LAND HOLDINGS, LLC, a Florida limited liability company (“Developer”).

WHEREAS, on March 29, 2021, the Developer recorded the Declaration of Condominium for NBC Hideout Condominium as Instrument No. 6027093 at O.R. Book 5916, Page 2511, of the Public Records of Collier County, Florida (the “Original Declaration”), as amended by the First Amendment to Declaration of Condominium recorded on April 28, 2021, as Instrument No. 6047493 at O.R. Book 5936, Page 921, of the Public Records of Collier County, Florida (the “First Amendment”), and as amended by the Certificate of Second Amendment to Declaration of Condominium recorded on August 13, 2021, as Instrument No. 6111935, at O.R. Book 5996, Page 3220, of the Public Records of Collier County, Florida (the “Second Amendment,” and together with the Original Declaration and the First Amendment, the “Declaration”); and

WHEREAS, in accordance with Section 23.7 and 23.8 of the Declaration, Developer wishes to hereby amend and modify the Declaration to add additional land as set forth herein, and to correct a scrivener’s error contained in the recitals of the First Amendment;

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and in accordance with Section 23.7 and 23.8 of the Declaration, the Developer hereby amends the Declaration as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. To correct a scrivener’s error contained in the first “WHEREAS” recital of the First Amendment, that first “WHEREAS” recital is amended, superseded and replaced with the following:

WHEREAS, on March 29, 2021, the Developer recorded the Declaration of Condominium for NBC Hideout Condominium as Instrument No. 6027093, at O.R. Book 5916, Page 2511, of the Public Records of Collier County Florida (collectively, the “Declaration”); and

3. Amendment to Exhibit “A”. Exhibit “A” to the Declaration is hereby amended, superseded and replaced with new Exhibit “A” attached hereto, thereby amending the legal description for the “Land” to include “Phase IV.”
4. Amendment to Exhibit “B”. Exhibit “B” to the Declaration is hereby amended to add the attached Exhibit “B-1” as additional pages to existing Exhibit “B,” thereby legally describing and depicting “Phase IV, Building #8” and Units contained therein in accordance with the Declaration.

5. Except as amended hereby, all terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Developer has executed this Amendment as of this \_\_\_ day of April, 2022.

NBC LAND HOLDINGS, LLC, a Florida limited liability company

BY: [Signature]  
Keith Basik, its Manager and Authorized Member

Date: 4/13/22

[Signature]  
Witness No. 1 – Signature

Steven J. Bracci  
Witness No. 1 – Printed Name

[Signature]  
Witness No. 2 – Signature

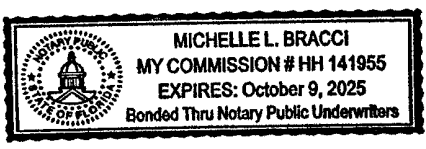
Michelle L. Bracci  
Witness No. 2 – Printed Name

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged by X physical presence or \_\_\_ online notary before me this 13 day of April, 2022, by Keith Basik, as Manager and Authorized Member of NBC LAND HOLDINGS, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced (type of identification) \_\_\_\_\_ as identification.

[Signature]  
Notary Public

Michelle L. Bracci  
Printed Name Michelle L. Bracci  
My commission expires: 10-09-2025



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

NBC Hideout, a Commercial Condominium  
Phase I

Being all of Unit B, Big Cypress Land Condominium, recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida.

Containing 120,636 square feet or 2.77 acres, more or less.

**TOGETHER WITH**

**LEGAL DESCRIPTION**

NBC Hideout, a Commercial Condominium  
Phase II

Being a portion of Unit B, Big Cypress Land Condominium, recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida and being more particularly described as follows:

COMMENCE at the northwesterly corner of Unit B, Big Cypress Land Condominium recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida; thence South 00°30'21" West, a distance of 415.00 feet; thence South 89°29'39" East, a distance of 10.00 feet to the POINT OF BEGINNING of the parcel of land herein described; thence South 89°29'39" East, a distance of 55.00 feet; thence South 00°30'21" West, a distance of 175.00 feet; thence North 89°29'39" West, a distance of 55.00 feet; thence North 00°30'21" East, a distance of 175.00 feet to the POINT OF BEGINNING.

Containing 9,625 square feet or 0.221 acres, more or less.

**AND**

**LEGAL DESCRIPTION**

NBC Hideout, a Commercial Condominium  
Phase IV

Being a portion of Unit B, Big Cypress Land Condominium, recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida and being more particularly described as follows:

COMMENCE at the northeasterly corner of Unit B, Big Cypress Land Condominium recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida; thence South 00°30'21" West, a distance of 417.88 feet; thence North 89°29'39" West, a distance of 15.00 feet to the POINT OF BEGINNING of the parcel of land herein described; thence South 00°30'21" West, a distance of 175.00 feet; thence North 89°29'39" West,

a distance of 55.00 feet; thence North 00°30'21" East, a distance of 175.00 feet; thence South 89°29'39" East, a distance of 55.00 feet to the POINT OF BEGINNING.

Containing 9,625 square feet or 0.221 acres, more or less.

**LESS AND EXCEPT THE FOLLOWING PHASES**

**LEGAL DESCRIPTION**

**NBC Hideout, a Commercial Condominium  
Phase III**

Being a portion of Unit B, Big Cypress Land Condominium, recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida and being more particularly described as follows:

COMMENCE at the northwesterly corner of Unit B, Big Cypress Land Condominium recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida; thence South 00°30'21" West, a distance of 210.00 feet; thence South

89°29'39" East, a distance of 15.00 feet to the POINT OF BEGINNING of the parcel of land herein described; thence South 89°29'39" East, a distance of 50.00 feet; thence South 00°30'21" West, a distance of 180.00 feet; thence North 89°29'39" West, a distance of 50.00 feet; thence North 00°30'21" East, a distance of 180.00 feet to the POINT OF BEGINNING.

Containing 9,000 square feet or 0.207 acres, more or less.

**AND**

**LEGAL DESCRIPTION**

**NBC Hideout, a Commercial Condominium  
Phase V**

Being a portion of Unit B, Big Cypress Land Condominium, recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida and being more particularly described as follows:

COMMENCE at the northeasterly corner of Unit B, Big Cypress Land Condominium recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier

County, Florida; thence South 00°30'21" West, a distance of 217.88 feet; thence North 89°29'39" West, a distance of 15.00 feet to the POINT OF BEGINNING of the parcel of land herein described; thence South 00°30'21" West, a distance of 175.00 feet; thence North 89°29'39" West,

a distance of 55.00 feet; thence North 00°30'21" East, a distance of 175.00 feet; thence South 89°29'39" East, a distance of 55.00 feet to the POINT OF BEGINNING.

Containing 9,625 square feet or 0.221 acres, more or less.

AND

LEGAL DESCRIPTION  
NBC Hideout, a Commercial Condominium  
Phase VI

Being a portion of Unit B, Big Cypress Land Condominium, recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida and being more particularly described as follows:

COMMENCE at the northeasterly corner of Unit B, Big Cypress Land Condominium recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida; thence South 00°30'21" West, a distance of 123.40 feet; thence North 89°29'39" West, a distance of 23.33 feet to the POINT OF BEGINNING of the parcel of land herein described; thence South 00°30'21" West, a distance of 25.33 feet; thence North 89°29'39" West, a distance of 166.67 feet; thence North 00°30'21" East, a distance of 25.33 feet; thence South 89°29'39" East, a distance of 166.67 feet to the POINT OF BEGINNING.

Containing 4,222 square feet or 0.097 acres, more or less.

CONTAINING NET 78,539 SQUARE FEET OR 1.803 ACRES, MORE OR LESS.

**RHODES & RHODES LAND SURVEYING, INC.**

25100 BONITA GRANDE DRIVE, SUITE #107 BONTIA SPRINGS, FLORIDA 34135  
PHONE (239) 405-8166 FAX (239) 405-8163

NBC Hideout, A Commercial Condominium  
Phase IV, Building #8

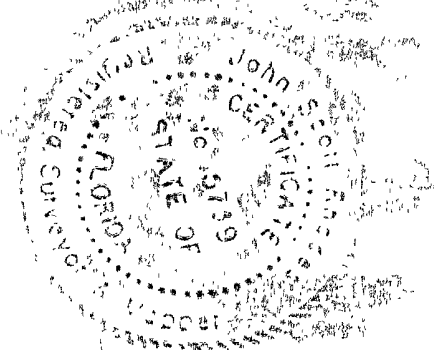
**CERTIFICATE OF SURVEYOR**

The undersigned, being a surveyor authorized to practice in the State of Florida, pursuant to Section 718.104(4)(e), Florida Statutes, hereby certifies that the construction of the improvements comprising the Units within Phase IV, Building #8 of NBC Hideout, A Commercial Condominium, is substantially complete, so that Exhibit "B-1" to the Declaration of Condominium, together with provisions of the Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each unit within said building can be determined from these materials. The undersigned further certifies that all planned improvements, including but not limited to, landscaping, utility services and access to the units within said condominium, and common element facilities serving said building have been substantially completed.

RHODES & RHODES LAND SURVEYING, INC.  
FLORIDA BUSINESS AUTHORIZATION NO. LB 6897

John Scott Rhodes  
Professional Surveyor and Mapper  
State of Florida, License Number 5739  
NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER

R&R FILE NO. 2019-930B8CON  
DATE: 04/11/22



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER COPY



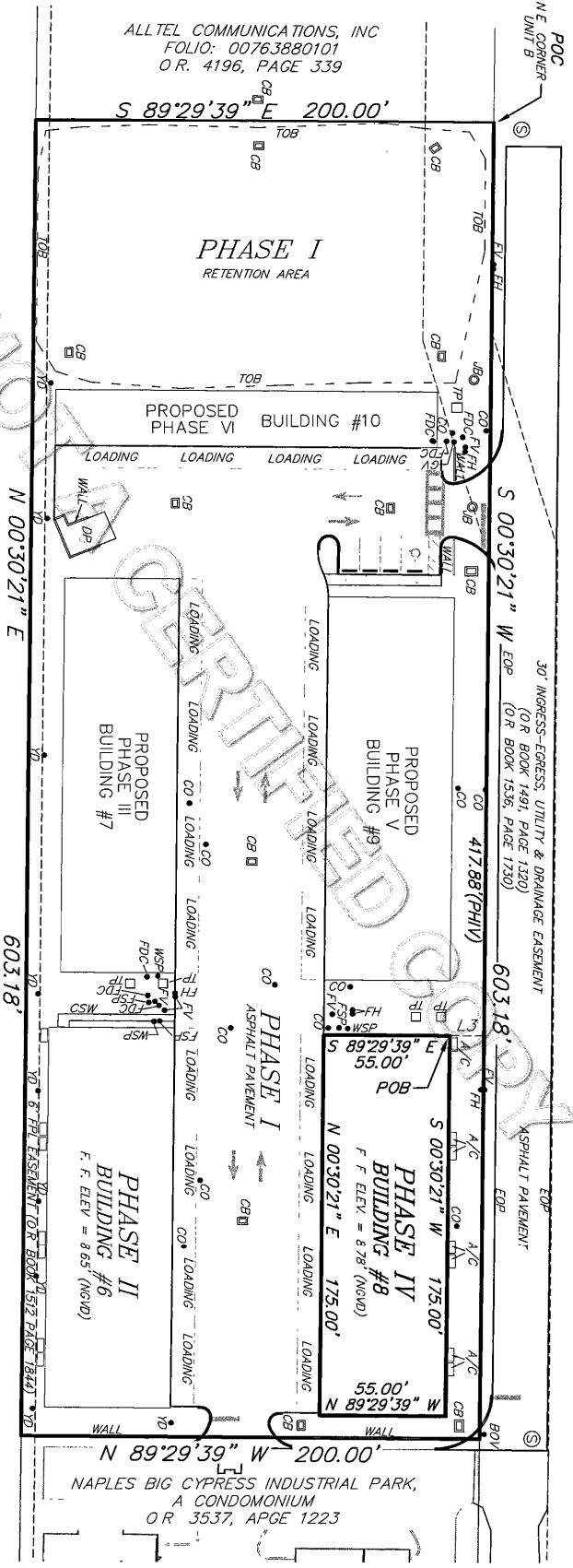


GRAPHIC SCALE

# NBC HIDEOUT, A COMMERCIAL CONDOMINIUM

A CONDOMINIUM LYING WITHIN UNIT B, NAPLES BIG CYPRESS LAND CONDOMINIUM  
 RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE)  
 SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA

SHEET 1 OF 4



LINE	LENGTH	BEARING
L3	15.00'	N 89°29'39" W

- ABBREVIATIONS**
- BOG = BASIS OF BEARING
  - POC = POINT OF COMMENCEMENT
  - PSM = PROFESSIONAL SURVEYOR
  - FPL = FLORIDA POWER & LIGHT
  - A/C = AIR CONDITIONER
  - O.R. = OFFICIAL RECORDS BOOK
  - NAD = NORTH AMERICAN DATUM (1983)
  - NGVD = NATIONAL GEODETIC VERTICAL DATUM (1929)
- ABBREVIATIONS**
- YO = YARD DRAIN
  - CB = CATCH BASIN
  - VP = VAPOR PENETRATION
  - DP = DOWN DRAIN
  - CO = CLEANOUT
  - TGB = TOP OF BANK
  - TP = TOP OF PIPE
  - FV = FIRE VALVE
  - CSW = CONCRETE SIDEWALK
  - FDC = FIRE DEPARTMENT
- ABBREVIATIONS**
- WSP = WATER SERVICE PIPE
  - FS9 = FIRE SERVICE PIPE
  - JB = JUNCTION BOX
  - SM = SANITARY MANHOLE
  - BOV = BLOW OFF VALVE
  - HP = HANDICAP PARKING SPACE

**ELOOD ZONE**  
 ZONE AE & X  
 AE ELEV = 6.0 (NAND)  
 X ELEV = 7.3 (NAND)  
 FEMA CASE #22044  
 DATED FEBRUARY 28, 2022

**MAP REVISION DATE**  
 12/02/16 620H  
 MAY 16, 2012

**NOTES**

- SEE LEGAL DESCRIPTION FOR PHASE IV, BUILDING #8 AND NOTES ON SHEET 2
- ORIGINAL SIZE OF DRAWING IS 8 1/2"x11" DRAWING IN ANY OTHER SIZE IS NOT TO SCALE

THIS INSTRUMENT PREPARED BY  
**JOHN SCOTT RHODES, P.S.M. #5739**  
**RHODES & RHODES**  
**LAND SURVEYING, INC.**  
 28100 BONITA GRANDE DRIVE SOUTH, SUITE 107  
 BONITA SPRINGS, FLORIDA 34135  
 (239) 405-8166 FAX NO. (239) 405-8163  
 FLORIDA BUSINESS LICENSE NO. LB 6897

**EXHIBIT "B-1"**  
**NBC HIDEOUT, A COMMERCIAL CONDOMINIUM**  
**PHASE IV, BUILDING 8**  
**BOUNDARY SURVEY & SITE PLAN**

# NBC HIDEOUT, A COMMERCIAL CONDOMINIUM

SHEET 2 OF 4

A CONDOMINIUM LYING WITHIN UNIT B, NAPLES BIG CYPRESS LAND CONDOMINIUM  
RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE)  
SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA

LEGAL DESCRIPTION  
NBC HIDEOUT, A COMMERCIAL CONDOMINIUM  
PHASE IV

BEING A PORTION OF UNIT B, BIG CYPRESS LAND CONDOMINIUM, RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS  
COMMENCE AT THE NORTHEASTERLY CORNER OF UNIT B, BIG CYPRESS LAND CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, THENCE SOUTH 00°30'21" WEST, A DISTANCE OF 417.88 FEET, THENCE NORTH 89°29'39" WEST, A DISTANCE OF 19.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, THENCE SOUTH 00°30'21" WEST, A DISTANCE OF 175.00 FEET, THENCE NORTH 89°29'39" WEST, A DISTANCE OF 59.00 FEET, THENCE NORTH 00°30'21" EAST, A DISTANCE OF 175.00 FEET, THENCE SOUTH 89°29'39" EAST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING  
CONTAINING 9.625 SQUARE FEET OR 0.221 ACRES, MORE OR LESS

NOT A CERTIFIED COPY

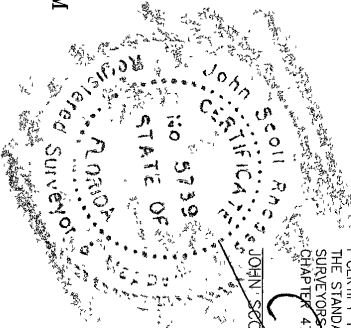
**NOTES**

1. BEARINGS BASED ON THE EAST LINE SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA, AS BEING SOUTH 00°30'21" WEST
2. FIELD MEASUREMENTS ARE IN SUBSTANTIAL AGREEMENT WITH PLAT AND/OR BEED CALLS UNLESS NOTED
3. SUBJECT TO EASEMENTS, RESTRICTIONS AND/OR RESERVATIONS OF RECORD
4. ABSTRACT NOT REVIEWED
5. SURVEYORS CERTIFICATION DOES NOT APPLY TO MATTERS OF TITLE, ZONING, OR FREEDOM OF ENCUMBRANCES, AND IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
6. NO UNDERGROUND UTILITIES, FOUNDATIONS OR OTHER UNDERGROUND INSTALLATIONS WERE LOCATED UNLESS SHOWN
7. NO OTHER PERSONS OR ENTITIES, OTHER THAN SHOWN, MAY RELY ON THIS SURVEY
8. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED

**CERTIFICATION:**

I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER SJ-17.052-053 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES

JOHN SCOTT RHODES, P.S.M. #5739



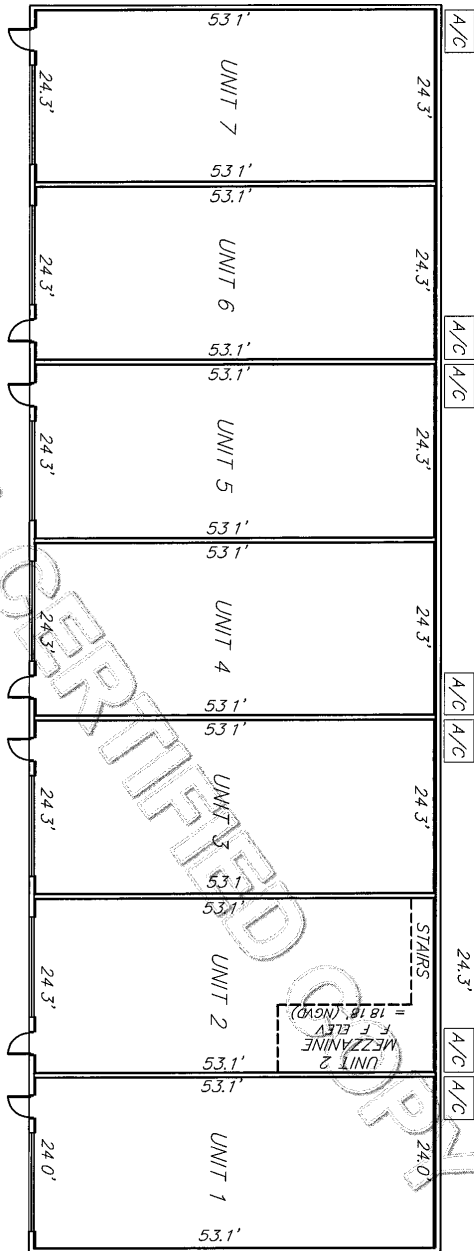
THIS INSTRUMENT PREPARED BY:  
**JOHN SCOTT RHODES, P.S.M. #5739**  
**RHODES & RHODES**  
**LAND SURVEYING, INC.**  
28100 BONITA GRANDE DRIVE SOUTH SUITE 107  
BONITA SPRINGS, FLORIDA 34135  
(239) 405-8166 FAX NO. (239) 405-8163  
FLORIDA BUSINESS LICENSE NO. LB 6897

EXHIBIT "B-1"  
NBC HIDEOUT, A COMMERCIAL CONDOMINIUM  
PHASE IV, BUILDING 8  
SURVEY NOTES

# NBC HIDEOUT, A COMMERCIAL CONDOMINIUM

SHEET 3 OF 4

A CONDOMINIUM LYING WITHIN UNIT B, NAPLES BIG CYPRESS LAND CONDOMINIUM  
 RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE)  
 SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA



**NOTES**

1. ANY IMPROVEMENT OUTSIDE OF THE UNIT BOUNDARIES, AS SHOWN ON THIS PLAN, IS THE PROPERTY OF THE CONDOMINIUM, IS A COMMON ELEMENT, AND IS TO REMAIN IN THE COMMON ELEMENT, UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.
3. ORIGINAL SIZE OF DRAWING IS 8 1/2"x14" DRAWING IN ANY OTHER SIZE IS NOT TO SCALE.

EXHIBIT "B-1"  
 NBC HIDEOUT, A COMMERCIAL CONDOMINIUM  
 PHASE IV, BUILDING #8  
 UNIT DIMENSION PLANS  
 \*ASBUILT\*

THIS INSTRUMENT PREPARED BY:  
 JOHN SCOTT RHODES, P.S.M. #5739  
**RHODES & RHODES**  
**LAND SURVEYING, INC.**  
 28100 BONITA GRANDE DRIVE SOUTH SUITE 107  
 BONITA SPRINGS, FLORIDA 34135  
 (239) 405-8166 FAX NO. (239) 405-8163  
 FLORIDA BUSINESS LICENSE NO. LB 6897

Z:\BASIK EAST TRAIL\FLEA MARKET\condos\substantial completions\building 8\2019-930B8\con.dwg, Elevations, 4/11/2022 8:37:29 AM, 1.1

# NBC HIDEOUT, A COMMERCIAL CONDOMINIUM

A CONDOMINIUM LYING WITHIN UNIT B NAPLES BIG CYPRESS LAND CONDOMINIUM  
 RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE)  
 SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA

SHEET 4 OF 4

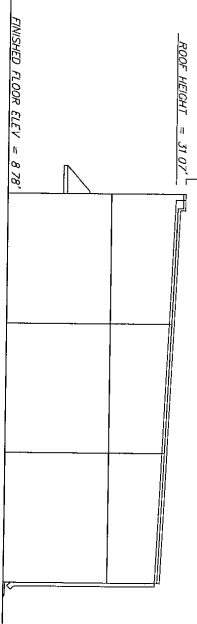
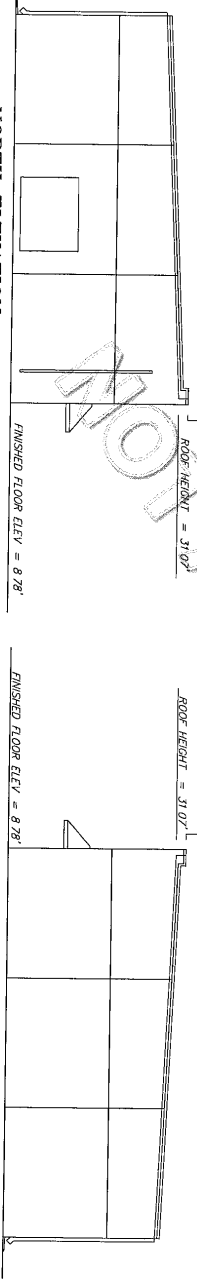
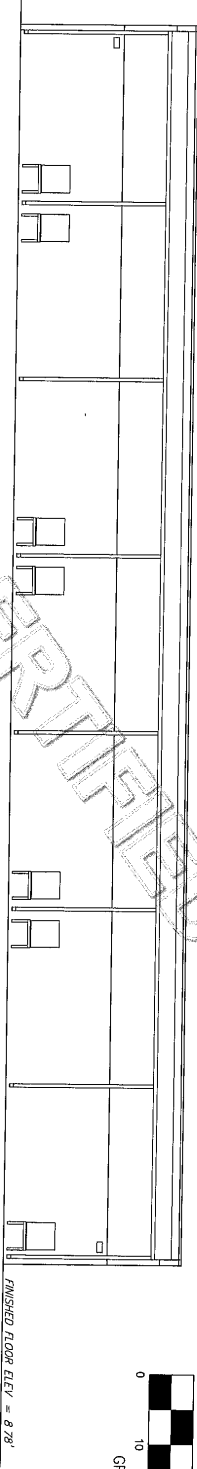
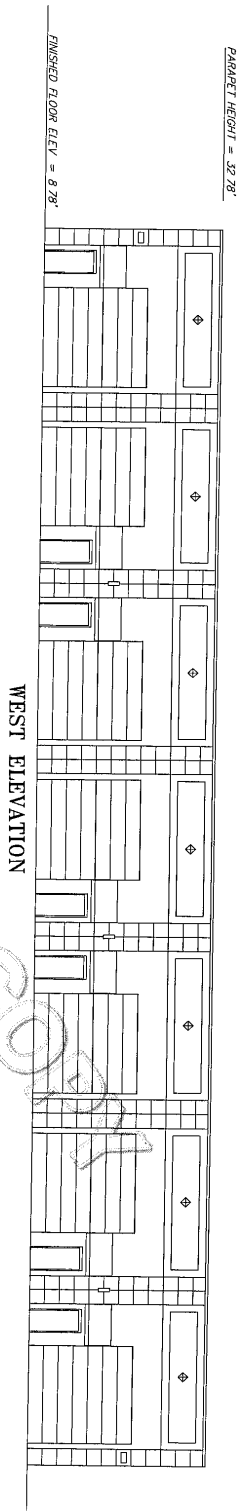


EXHIBIT "B-1"  
 NBC HIDEOUT, A COMMERCIAL CONDOMINIUM  
 PHASE IV, BUILDING #8  
 ELEVATIONS  
 \*ASBUILT\*



- NOTES
1. ANY IMPROVEMENT OUTSIDE OF THE UNIT BOUNDARIES, AS DESCRIBED WITHIN THE DECLARATION OF CONDOMINIUM, IS A COMMON ELEMENT (C.E.) UNLESS OTHERWISE NOTED
  2. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED
  3. ORIGINAL SIZE OF DRAWING IS 8 1/2"x14" DRAWING IN ANY OTHER SIZE IS NOT TO SCALE

THIS INSTRUMENT PREPARED BY:  
 JOHN SCOTT RHODES, P.S.M. #5739  
**RHODES & RHODES**  
 LAND SURVEYING, INC.  
 28100 BONITA GRANDE DRIVE SOUTH SUITE 107  
 BONITA SPRINGS, FLORIDA 34135  
 (239) 405-8166 FAX NO. (239) 405-8163  
 FLORIDA BUSINESS LICENSE NO. LB 6897

Prepared By and After Recording  
Return To:  
Steven J. Bracci, Esq.  
Steven J. Bracci, PA  
9015 Strada Stell Court, Suite 102  
Naples, Florida 34109

**CERTIFICATE OF FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM  
FOR  
NBC HIDEOUT CONDOMINIUM**

THIS CERTIFICATE OF FOURTH AMENDMENT to the Declaration of Condominium (“Amendment”), is made and executed this 9 day of August, 2022, by, NBC LAND HOLDINGS, LLC, a Florida limited liability company (“Developer”).

WHEREAS, on March 29, 2021, the Developer recorded the Declaration of Condominium for NBC Hideout Condominium as Instrument No. 6027093 at O.R. Book 5916, Page 2511, of the Public Records of Collier County, Florida (the “Original Declaration”), as amended by the First Amendment to Declaration of Condominium recorded on April 28, 2021, as Instrument No. 6047493 at O.R. Book 5936, Page 921, of the Public Records of Collier County, Florida (the “First Amendment”), as amended by the Certificate of Second Amendment to Declaration of Condominium recorded on August 13, 2021, as Instrument No. 6111935, at O.R. Book 5996, Page 3220, of the Public Records of Collier County, Florida (the “Second Amendment,” as amended by the Certificate of Third Amendment to Declaration of Condominium recorded on April 14, 2022, as Instrument No. 6235921, at O.R. Book 6112, Page 1264, of the Public Records of Collier County, Florida (the “Third Amendment,” and together with the Original Declaration, the First Amendment, and the Second Amendment, the “Declaration”); and

WHEREAS, in accordance with Section 23.7 and 23.8 of the Declaration, Developer wishes to hereby amend and modify the Declaration to add additional land as set forth herein;

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and in accordance with Section 23.7 and 23.8 of the Declaration, the Developer hereby amends the Declaration as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Amendment to Exhibit “A”. Exhibit “A” to the Declaration is hereby amended, superseded and replaced with new Exhibit “A” attached hereto, thereby amending the legal description for the “Land” to include “Phase V.”
3. Amendment to Exhibit “B”. Exhibit “B” to the Declaration is hereby amended to add the attached Exhibit “B-2” as additional pages to existing Exhibit “B,” thereby legally describing and depicting “Phase V, Building #9” and Units contained therein in accordance with the Declaration.
4. Except as amended hereby, all terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Developer has executed this Amendment as of this \_\_\_ day of August, 2022.

NBC LAND HOLDINGS, LLC, a Florida limited liability company

BY: [Signature]  
Keith Basik, its Manager and Authorized Member

Date: 8/9/22

[Signature]

Witness No. 1 - Signature

Steven J. Bracci

Witness No. 1 - Printed Name

[Signature]

Witness No. 2 - Signature

Michelle Bracci

Witness No. 2 - Printed Name

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged by X physical presence or \_\_\_ online notary before me this 9 day of August, 2022, by Keith Basik, as Manager and Authorized Member of NBC LAND HOLDINGS, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced (type of identification)

\_\_\_\_\_ as identification.  
[Signature]  
Notary Public



Michelle Bracci  
Printed Name  
My commission expires: 10-09-2025

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**NBC Hideout, a Commercial Condominium  
Phase I**

Being all of Unit B, Big Cypress Land Condominium, recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida.

Containing 120,636 square feet or 2.77 acres, more or less.

**TOGETHER WITH**

**LEGAL DESCRIPTION**

**NBC Hideout, a Commercial Condominium  
Phase II**

Being a portion of Unit B, Big Cypress Land Condominium, recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida and being more particularly described as follows:

COMMENCE at the northwesterly corner of Unit B, Big Cypress Land Condominium recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida; thence South 00°30'21" West, a distance of 415.00 feet; thence South 89°29'39" East, a distance of 10.00 feet to the POINT OF BEGINNING of the parcel of land herein described; thence South 89°29'39" East, a distance of 55.00 feet; thence South 00°30'21" West, a distance of 175.00 feet; thence North 89°29'39" West, a distance of 55.00 feet; thence North 00°30'21" East, a distance of 175.00 feet to the POINT OF BEGINNING.

Containing 9,625 square feet or 0.221 acres, more or less.

**AND**

**LEGAL DESCRIPTION**

**NBC Hideout, a Commercial Condominium  
Phase IV**

Being a portion of Unit B, Big Cypress Land Condominium, recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida and being more particularly described as follows:

COMMENCE at the northeasterly corner of Unit B, Big Cypress Land Condominium recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida; thence South 00°30'21" West, a distance of 417.88 feet; thence North 89°29'39" West, a distance of 15.00 feet to the POINT OF BEGINNING of the parcel of land herein described; thence South 00°30'21" West, a distance of 175.00 feet; thence North 89°29'39" West,

a distance of 55.00 feet; thence North 00°30'21" East, a distance of 175.00 feet; thence South 89°29'39" East, a distance of 55.00 feet to the POINT OF BEGINNING.

Containing 9,625 square feet or 0.221 acres, more or less.

AND

LEGAL DESCRIPTION

NBC Hideout, a Commercial Condominium  
Phase V

Being a portion of Unit B, Big Cypress Land Condominium, recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida and being more particularly described as follows:

COMMENCE at the northeasterly corner of Unit B, Big Cypress Land Condominium recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida; thence South 00°30'21" West, a distance of 217.88 feet; thence North 89°29'39" West, a distance of 15.00 feet to the POINT OF BEGINNING of the parcel of land herein described; thence South 00°30'21" West, a distance of 175.00 feet; thence North 89°29'39" West, a distance of 55.00 feet; thence North 00°30'21" East, a distance of 175.00 feet; thence South 89°29'39" East, a distance of 55.00 feet to the POINT OF BEGINNING.

Containing 9,625 square feet or 0.221 acres, more or less.

LESS AND EXCEPT THE FOLLOWING PHASES

LEGAL DESCRIPTION

NBC Hideout, a Commercial Condominium  
Phase III

Being a portion of Unit B, Big Cypress Land Condominium, recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida and being more particularly described as follows:

COMMENCE at the northwesterly corner of Unit B, Big Cypress Land Condominium recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida; thence South 00°30'21" West, a distance of 210.00 feet; thence South

89°29'39" East, a distance of 15.00 feet to the POINT OF BEGINNING of the parcel of land herein described; thence South 89°29'39" East, a distance of 50.00 feet; thence South 00°30'21" West, a distance of 180.00 feet; thence North 89°29'39" West, a distance of 50.00 feet; thence North 00°30'21" East, a distance of 180.00 feet to the POINT OF BEGINNING.

Containing 9,000 square feet or 0.207 acres, more or less.



AND

**LEGAL DESCRIPTION**  
**NBC Hideout, a Commercial Condominium**  
**Phase VI**

Being a portion of Unit B, Big Cypress Land Condominium, recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida and being more particularly described as follows:

COMMENCE at the northeasterly corner of Unit B, Big Cypress Land Condominium recorded in Official Records Book 3573, Pages 1182 through 1222 (inclusive) of the public records of Collier County, Florida; thence South 00°30'21" West, a distance of 123.40 feet; thence North 89°29'39" West, a distance of 23.33 feet to the POINT OF BEGINNING of the parcel of land herein described; thence South 00°30'21" West, a distance of 25.33 feet; thence North 89°29'39" West, a distance of 166.67 feet; thence North 00°30'21" East, a distance of 25.33 feet; thence South 89°29'39" East, a distance of 166.67 feet to the POINT OF BEGINNING.

Containing 4,222 square feet or 0.097 acres, more or less.

CONTAINING NET 78,539 SQUARE FEET OR 1.803 ACRES, MORE OR LESS.

***RHODES & RHODES LAND SURVEYING, INC.***

*88100 BONITA GRANDE DRIVE, SUITE #107 BONITA SPRINGS, FLORIDA 34135  
PHONE (839) 405-8168 FAX (839) 405-8169*

NBC Hideout, A Commercial Condominium  
Phase V, Building #9

**CERTIFICATE OF SURVEYOR**

The undersigned, being a surveyor authorized to practice in the State of Florida, pursuant to Section 718.104(4)(e), Florida Statutes, hereby certifies that the construction of the improvements comprising the Units within Phase V, Building #9 of NBC Hideout, A Commercial Condominium, is substantially complete, so that Exhibit "B-2" to the Declaration of Condominium, together with provisions of the Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each unit within said building can be determined from these materials. The undersigned further certifies that all planned improvements, including but not limited to, landscaping, utility services and access to the units within said condominium, and common element facilities serving said building have been substantially completed.

RHODES & RHODES LAND SURVEYING, INC.  
FLORIDA BUSINESS AUTHORIZATION NO. LB 6897

  
\_\_\_\_\_  
John Scott Rhodes

Professional Surveyor and Mapper  
State of Florida, License Number 5739  
NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER

R&R FILE NO. 2019-930B9CON  
DATE: 07/27/22





# NBC HIDEOUT, A COMMERCIAL CONDOMINIUM

SHEET 2 OF 4

A CONDOMINIUM LYING WITHIN UNIT B, NAPLES BIG CYPRESS LAND CONDOMINIUM, RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA

### LEGAL DESCRIPTION NBC HIDEOUT, A COMMERCIAL CONDOMINIUM PHASE V

BEING A PORTION OF UNIT B, BIG CYPRESS LAND CONDOMINIUM, RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHEASTERN CORNER OF UNIT B, BIG CYPRESS LAND CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE) OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 122.2788 FEET, THENCE NORTH 89°29'39" WEST, A DISTANCE OF 41.5800 FEET TO THE POINT OF BEGINNING, THENCE NORTH 89°29'39" WEST, A DISTANCE OF 125.00 FEET, THENCE SOUTH 89°29'39" EAST, A DISTANCE OF 175.00 FEET, THENCE SOUTH 89°29'39" EAST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.  
CONTAINING 9,625 SQUARE FEET OR 0.221 ACRES, MORE OR LESS.

### NOTES

1. BEARINGS BASED ON THE EAST LINE SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA, AS BEING SOUTH 00°21'17" WEST
2. FIELD MEASUREMENTS ARE IN SUBSTANTIAL AGREEMENT WITH PLAT AND/OR DEED CALLS UNLESS NOTED
3. SUBJECT TO EASEMENTS, RESTRICTIONS AND/OR RESERVATIONS OF RECORD
4. ABSTRACT NOT REVIEWED
5. SURVEYORS CERTIFICATION DOES NOT APPLY TO MATTERS OF TITLE, ZONING, OR FREEDOM OF ENCUMBRANCES, AND IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
6. NO UNDERGROUND UTILITIES, FOUNDATIONS OR OTHER UNDERGROUND INSTALLATIONS WERE LOCATED UNLESS SHOWN
7. NO OTHER PERSONS OR ENTITIES, OTHER THAN SIGNOR, MAY RELY ON THIS SURVEY.
8. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED

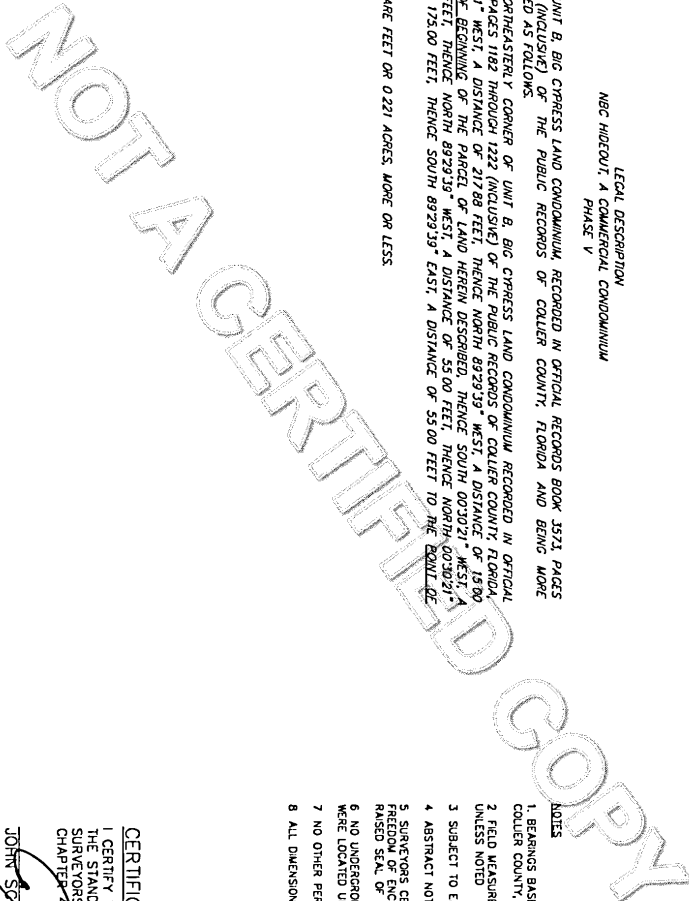
### CERTIFICATION:

I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5A-17.002-033 FLORIDA ADMINISTRATIVE CODE, PURSUANT CHAPTER 4729.07, FLORIDA STATUTES

JOHN SCOTT RHODES P.S.M. #5739

THIS INSTRUMENT PREPARED BY:  
**JOHN SCOTT RHODES, P.S.M. #5739**  
**RHODES & RHODES**  
**LAND SURVEYING, INC.**  
 28100 BONITA GRANDE DRIVE SOUTH SUITE 107  
 BONITA SPRINGS, FLORIDA 34135  
 (239) 405-8166 FAX NO. (239) 405-8163  
 FLORIDA BUSINESS LICENSE NO. LB 6897

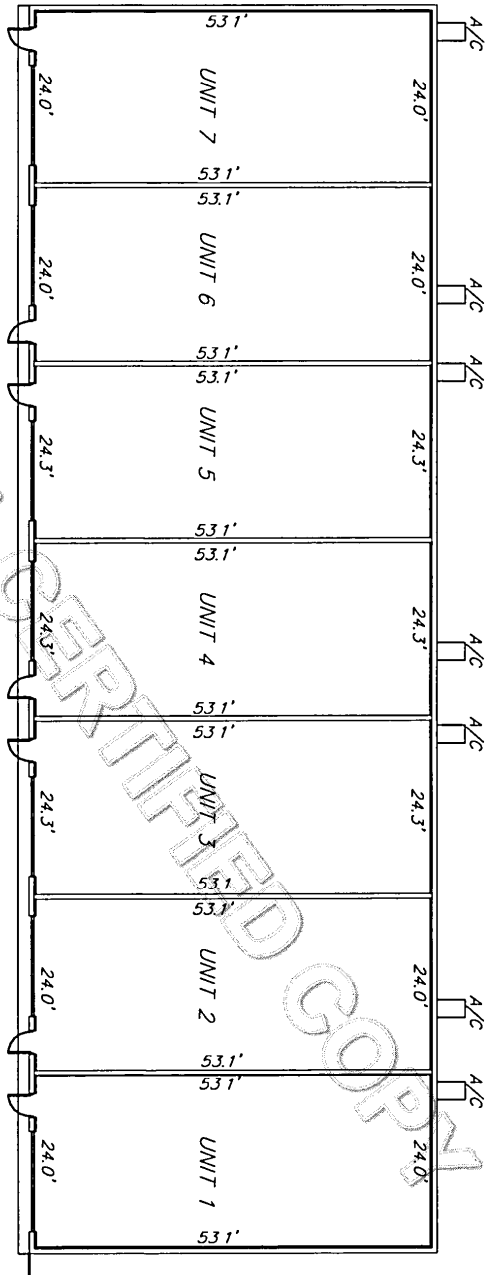
EXHIBIT "B-2"  
NBC HIDEOUT, A COMMERCIAL CONDOMINIUM  
PHASE V, BUILDING 9  
SURVEY NOTES



# NBC HIDEOUT, A COMMERCIAL CONDOMINIUM

SHEET 3 OF 4

A CONDOMINIUM LYING WITHIN UNIT B, NAPLES BIG CYPRESS LAND CONDOMINIUM  
 RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE)  
 SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA



**NOTES**

1. ANY IMPROVEMENT OUTSIDE OF THE UNIT BOUNDARIES, AS SHOWN ON THIS DRAWING, SHALL BE THE RESPONSIBILITY OF THE UNIT OWNER AND NOT THE DEVELOPER (CE) OR LIMITED COMMON ELEMENT (LCE) UNLESS OTHERWISE NOTED
2. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED
3. ORIGINAL SIZE OF DRAWING IS 8 1/2"x11". DRAWING IN ANY OTHER SIZE IS NOT TO SCALE.

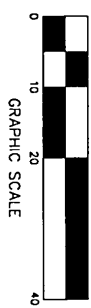
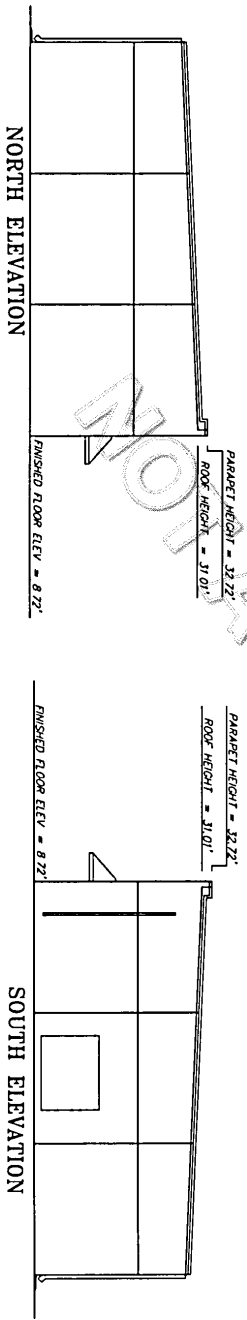
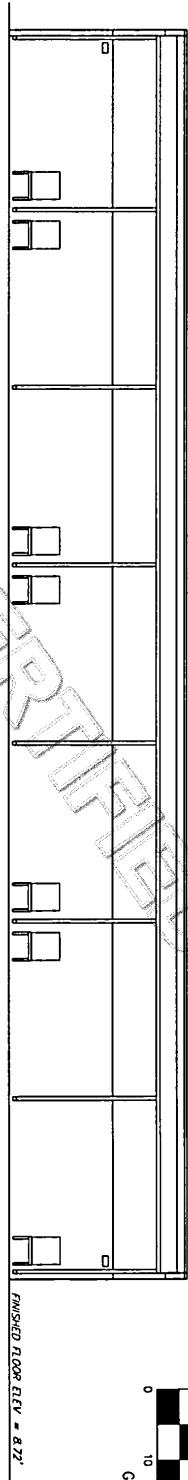
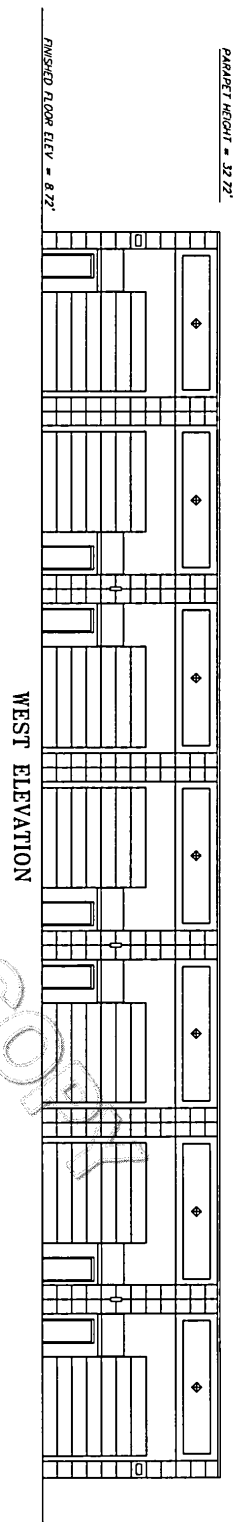
EXHIBIT "B-2"  
 NBC HIDEOUT, A COMMERCIAL CONDOMINIUM  
 PHASE V, BUILDING #9  
 UNIT DIMENSION PLANS  
 \*ASBUILT\*

THIS INSTRUMENT PREPARED BY:  
 JOHN SCOTT RHODES, P.S.M. #5739  
**RHODES & RHODES**  
**LAND SURVEYING, INC.**  
 28100 BONITA GRANDE DRIVE SOUTH SUITE 107  
 BONITA SPRINGS, FLORIDA 34135  
 (239) 405-8166 FAX NO. (239) 405-8163  
 FLORIDA BUSINESS LICENSE NO. LB 6897

# NBC HIDEOUT, A COMMERCIAL CONDOMINIUM

SHEET 4 OF 4

A CONDOMINIUM LYING WITHIN UNIT B, NAPLES BIG CYPRESS LAND CONDOMINIUM  
 RECORDED IN OFFICIAL RECORDS BOOK 3573, PAGES 1182 THROUGH 1222 (INCLUSIVE)  
 SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA



- NOTES
1. ANY IMPROVEMENT OUTSIDE OF THE UNIT BOUNDARIES, AS SHOWN ON THE CONDOMINIUM PLAN, SHALL BE THE RESPONSIBILITY OF THE UNIT OWNER UNLESS OTHERWISE NOTED.
  2. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.
  3. ORIGINAL SIZE OF DRAWING IS 8 1/2"x14". DRAWING IN ANY OTHER SIZE IS NOT TO SCALE.

EXHIBIT "B-2"  
 NBC HIDEOUT, A COMMERCIAL CONDOMINIUM  
 PHASE V, BUILDING #9  
 ELEVATIONS  
 \*ASBUILT\*

THIS INSTRUMENT PREPARED BY:  
 JOHN SCOTT RHODES, P.S.M. #5739  
**RHODES & RHODES**  
**LAND SURVEYING, INC.**  
 28100 BONITA GRANDE DRIVE SOUTH SUITE 107  
 BONITA SPRINGS, FLORIDA 34135  
 (239) 405-8166 FAX NO. (239) 405-8163  
 FLORIDA BUSINESS LICENSE NO. LB 6897

**NBC Hideout Condominium Association, Inc.**

**Approved Budget**

For the Period of JANUARY 1, 2023 through DECEMBER 31, 2023

# of Units: 38

Date:

	2022 Adopted Budget	YTD Actual 7/31/22	5 Months Projection	2022 Estimated Year End	2023 Approved Budget	Approved Quarterly Budget
<b>INCOME</b>						
Maintenance Assessment	78,837	11,489	-	11,489	77,712	19,428
Reserve Revenue	10,000	-	-	-	29,980	7,495
Owner Late Fees & Interest	-	71	-	71	-	-
	0	0	-	-	-	-
<b>TOTAL INCOME</b>	<b>88,837</b>	<b>11,560</b>	<b>-</b>	<b>11,560</b>	<b>107,692</b>	<b>26,923</b>
<b>UTILITY EXPENSES</b>						
Electricity	5,000	273	670	943	1,191	298
Water / Sewer	5,000	-	-	-	4,000	1,000
Refuse/Recycling	2,500	1,455	1,050	2,505	2,500	625
Cable	-	1,878	1,200	3,078	3,700	925
	0	0	-	-	-	-
<b>TOTAL UTILITY EXPENSES</b>	<b>12,500</b>	<b>3,607</b>	<b>2,920</b>	<b>6,527</b>	<b>11,391</b>	<b>2,848</b>
<b>BUILDING MAINTENANCE</b>						
Building Maintenance	5,200	-	1,000	1,000	5,200	1,300
	0	0	-	-	-	-
<b>TOTAL BUILDING MAINTENANCE</b>	<b>5,200</b>	<b>-</b>	<b>1,000</b>	<b>1,000</b>	<b>5,200</b>	<b>1,300</b>
<b>GROUPS MAINTENANCE</b>						
Landscape - Contract	7,000	3,910	3,000	6,910	7,500	1,875
Pest Control-Exterior	1,200	193	193	386	1,200	300
	0	0	-	-	-	-
<b>TOTAL GROUNDS MAINTENANCE</b>	<b>8,200</b>	<b>4,103</b>	<b>3,193</b>	<b>7,296</b>	<b>8,700</b>	<b>2,175</b>
<b>ADMINISTRATIVE EXPENSES</b>						
Management Fees	8,500	3,500	3,500	7,000	8,500	2,125
On-Site Personnel Payroll	5,000	-	-	-	5,000	1,250
Office Expense	4,000	175	175	350	1,000	250
Legal Expense	1,000	-	250	250	500	125
Accounting/Tax Preparation	300	215	85	300	350	88
Corporate Annual Fees	300	61	61	122	200	50
Licenses / Permits / Fees	75	-	75	75	75	19
Insurance - Property	25,000	6,746	6,744	13,490	31,796	7,949
Master Association	1,762	1,413	-	1,413	-	-
Contingency	7,000	-	-	-	5,000	1,250
	0	0	-	-	-	-
<b>TOTAL ADMINISTRATIVE EXPENSES</b>	<b>52,937</b>	<b>12,110</b>	<b>10,890</b>	<b>23,000</b>	<b>52,421</b>	<b>13,105</b>
<b>RESERVE EXPENSES</b>						
Reserve Expense	10,000	-	-	-	29,980	7,495
	0	0	-	-	-	-
<b>TOTAL RESERVE EXPENSES</b>	<b>10,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>29,980</b>	<b>7,495</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>88,837</b>	<b>19,820</b>	<b>18,003</b>	<b>37,823</b>	<b>107,692</b>	<b>26,923</b>
<b>NET INCOME</b>	<b>-</b>	<b>(8,260)</b>	<b>(18,003)</b>	<b>(26,263)</b>	<b>-</b>	<b>-</b>

**NBC Hideout Condominium Association, Inc.**  
**Approved Budget For Reserves For Capital Expenditures And Deferred Maintenance -**  
 For the Period of JANUARY 1, 2023 through DECEMBER 31, 2023

	Estimated Installment New (Years)	Estimated Replacement Cost	2022 Estimated Remaining Life (Years)	Current Reserve Balance	Add'l Reserve Funding	Expenditures Adjustments	Estimated Reserve Balance	Additional Reserve Required	Annual Funding Req'd 2022	Quarterly Funding Req'd 2022
Reol-8456.6.7.8.9	25	320,000	24	-	-	-	-	320,000	13,333	3,333
Reol-8456.10	25	75,000	24	-	-	-	-	75,000	3,042	761
Reol-8456.11	7	52,000	6	-	-	-	-	52,000	8,667	2,167
Reol-8456.12	7	6,000	6	-	-	-	-	6,000	1,000	250
Reol-8456.13	3	6,000	2	-	-	-	-	6,000	3,000	750
Reol-8456.14				-	-	-	-	-	-	-
Reol-8456.15				-	-	-	-	-	-	-
Reol-8456.16				-	-	-	-	-	-	-
Reol-8456.17				-	-	-	-	-	-	-
Reol-8456.18				-	-	-	-	-	-	-
Reol-8456.19				-	-	-	-	-	-	-
Reol-8456.20				-	-	-	-	-	-	-
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Reol-8456.40				-	-	-	-	-	-	-
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Reol-8456.42				-	-	-	-	-	-	-
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Reol-8456.62				-	-	-	-	-	-	-
Reol-8456.63				-	-	-	-	-	-	-
Reol-8456.64				-	-	-	-	-	-	-
Reol-8456.65				-	-	-	-	-	-	-
Reol-8456.66				-	-	-	-	-	-	-
Reol-8456.67				-	-	-	-	-	-	-
Reol-8456.68				-	-	-	-	-	-	-
Reol-8456.69				-	-	-	-	-	-	-
Reol-8456.70				-	-	-	-	-	-	-
Reol-8456.71				-	-	-	-	-	-	-
Reol-8456.72				-	-	-	-	-	-	-
Reol-8456.73				-	-	-	-	-	-	-
Reol-8456.74				-	-	-	-	-	-	-
Reol-8456.75				-	-	-	-	-	-	-
Reol-8456.76				-	-	-	-	-	-	-
Reol-8456.77				-	-	-	-	-	-	-
Reol-8456.78				-	-	-	-	-	-	-
Reol-8456.79				-	-	-	-	-	-	-
Reol-8456.80				-	-	-	-	-	-	-
Reol-8456.81				-	-	-	-	-	-	-
Reol-8456.82				-	-	-	-	-	-	-
Reol-8456.83				-	-	-	-	-	-	-
Reol-8456.84				-	-	-	-	-	-	-
Reol-8456.85				-	-	-	-	-	-	-
Reol-8456.86				-	-	-	-	-	-	-
Reol-8456.87				-	-	-	-	-	-	-
Reol-8456.88				-	-	-	-	-	-	-
Reol-8456.89				-	-	-	-	-	-	-
Reol-8456.90				-	-	-	-	-	-	-
Reol-8456.91				-	-	-	-	-	-	-
Reol-8456.92				-	-	-	-	-	-	-
Reol-8456.93				-	-	-	-	-	-	-
Reol-8456.94				-	-	-	-	-	-	-
Reol-8456.95				-	-	-	-	-	-	-
Reol-8456.96				-	-	-	-	-	-	-
Reol-8456.97				-	-	-	-	-	-	-
Reol-8456.98				-	-	-	-	-	-	-
Reol-8456.99				-	-	-	-	-	-	-
Reol-8456.100				-	-	-	-	-	-	-
<b>Total</b>		<b>440,874</b>						<b>440,874</b>	<b>27,980</b>	<b>7,415</b>



# NBC Hideout Condominium Association, Inc.

## Approved Reserve & Assessment Schedule

For the Period of JANUARY 1, 2023 through DECEMBER 31, 2023

Number of Units:

38

	<u>Annually</u>	<u>Quarterly</u>	<u>Monthly</u>
Operating Assessment	2,045.05	511.26	170.42
Reserve Assessment	788.95	197.24	65.75
<b>Total Assessment Due</b>	<b>\$ 2,834.00</b>	<b>\$ 708.50</b>	<b>\$ 236.17</b>