

assigning or otherwise encumbering Assessments and real and personal property owned by the Association as collateral for a loan.

8. LIMITED COMMON ELEMENTS:

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

(A) any area(s) labeled as a Limited Common Element on the Condominium Plat and contiguous to a Unit or identified as being appurtenant to a Unit, including, without limitation, unscreened balconies/terraces and screened terraces.

(B) two (2) parking spaces as contained in the garage area(s) as originally assigned to each Unit by the developer of the Condominium; provided however each penthouse Unit (designated as Units PH-1901, PH-1903, PH-1904 and PH-2003) has one enclosed two (2)-car garage. If desired by a Unit Owner, the Limited Common Element parking spaces appurtenant to such Owner's Unit may be used for the parking of golf carts.

(C) the structure(s) located on a portion of the building on which is located any air-conditioning equipment which serves the Unit.

(D) for each Unit, one air-conditioned storage locker contained within the building, as originally assigned by the developer of the Condominium.

(E) the mailbox which exclusively serves a Unit.

(F) windows, doors, sliding glass doors and screens, including all framings, casings and hardware.

8.2 Maintenance of Limited Common Elements. The Limited Common Elements shall be maintained, repaired or replaced by the Association as part of the common expenses; provided, however, that:

(A) each respective Unit Owner may utilize the portions of the unscreened balconies/terraces and screened terraces which are constructed adjacent to and connected with a Unit for the exclusive use of such Unit Owner, and such Unit Owners shall be responsible for (1) all structures pertaining thereto; (2) the maintenance of all items placed within such unscreened balconies/terraces and screened terraces by such Unit Owner as well as the day-to-day cleaning of the unscreened balcony's or balconies' surface; and (3) all wiring, electrical circuits and light bulbs. The maintenance of railings on unscreened balconies/terraces and screened terraces shall be the responsibility of the Association and shall be a

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common expense. Maintenance and replacement of shutters, screens and sliding glass doors shall be the responsibility of the Unit Owner. No unscreened balcony/terrace may be covered or enclosed in any way. No carpeting may be installed or affixed to unscreened balconies/terraces and screened terraces except for throw rugs;

(B) with regard to all unscreened balconies/terraces or screened terraces located on the rear side of the building (bayside) which contain screening and structures associated therewith, the Unit Owner shall be solely responsible for the maintenance, repair, replacement and reconstruction of all portions of such screening and the structures associated therewith;

(C) with regard to Limited Common Element assigned private garages that are assigned to certain Units as described in Section 8.1(B) above, each such Unit Owner shall maintain the interior portions of the assigned private garage which are permanently assigned for the exclusive use of the Unit Owner in accordance with any Rules and Regulations and as follows:

(1) each Unit Owner shall be responsible to maintain, repair and replace all portions of such assigned private garage bounded as follows:

a. the volumes of space enclosed by the unfinished inner surfaces of perimeter walls, and floors thereof, and the ceiling planes of such assigned private garage, including vents, interior doors, windows and such other structural elements as are ordinarily considered to be enclosures of space;

b. all dividing walls and partitions (including the space occupied by such interior walls and partitions) located within such assigned private garage, excepting load-bearing interior walls and partitions; and

c. the decorated inner surfaces of the perimeter and interior walls (including decorated inner surfaces of all interior load-bearing walls), ceilings and floors consisting of wallpaper, paint, plaster, carpeting, tiles and all other finishing materials affixed or installed as part of the physical structure of the assigned private garage;

(2) no installations (including, but not limited to, construction or installation of shelving or installation of freezer equipment) may be made by a Unit Owner without the prior written consent of the Board of Directors or an architectural control committee created by the Board of Directors pursuant to the By-Laws;

(3) the Unit Owner shall be solely responsible for the maintenance, repair and replacement of the automatic garage door opener which is designed to provide access to and from such assigned private garage for automobiles and all equipment and appurtenances related thereto (for purposes of reference herein, the Unit Owner shall be the owner of such automatic garage door opener regardless of the fact that such opener may not be located within the physical boundaries of the Unit). The exterior appearance, including the color of each assigned private garage, shall be uniform with all other assigned private garages. Exteriors of assigned private garages shall be maintained, repaired and painted by the Association at the expense of the Unit Owner entitled to exclusive use;

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(4) the Unit Owner shall be solely responsible for the maintenance of all installations and tracks upon which the garage door will rise in order to provide ingress and egress to and from the assigned private garage for automobiles and all equipment and appurtenances related thereto;

(5) the Unit Owner shall be solely responsible for the maintenance, repair replacement and reconstruction of all doorways leading from any portion of the Condominium Property to the assigned private garage, which responsibility shall include, but shall not be limited to, the maintenance of all locks contained therein; provided, however, that no Unit Owner shall be responsible for the maintenance, repair, replacement and reconstruction of the garage door through which automobiles enter the assigned private garage, unless such maintenance, repair, replacement, or reconstruction is the result of an action or non-action (other than involving ordinary and normal use) by the Unit Owner or such Unit Owner's guest, licensee, invitee or tenant, and a Unit Owner shall not be responsible for the painting of the entry door leading from the assigned private garage to the general Common Elements;

(6) the Unit Owner shall be solely responsible for the payment of all costs for providing electric service to the assigned private garage which are permanently assigned to the Unit Owner for such Unit Owner's exclusive use, and shall be solely responsible for the maintenance, repair, replacement and reconstruction of all installations related thereto; and

(D) each Unit Owner shall be solely responsible for the maintenance, repair, and replacement of all air-conditioning equipment and all wiring and piping related thereto which serve the Unit and which are constructed on the Limited Common Elements or, as may be applicable, the Common Elements (for purposes of reference herein, the Unit Owner shall be the owner of all such air-conditioning equipment and all wiring and piping related thereto regardless of such equipment, wiring and piping being located outside of the physical boundaries of the Unit).

Should any maintenance, repair or replacement of a portion of the Limited Common Elements which is the responsibility of the Association be caused by the lessees, servants, guests, invitees or licensees of a Unit Owner shall be responsible therefore and the Association shall have the right to levy a fine against the Owner of such Unit.

8.3 Exclusive Use; Transfer of Use Rights. The exclusive use of a Limited Common Element is an appurtenance to the Unit or Units to which it is designated or assigned. If the exclusive use of any assignable Limited Common Element was not, for any reason, assigned to the use of a specific Unit or Units, the Association may do so, or may designate another use. The right of exclusive use of each Limited Common Element passes with the Unit to which it is assigned, whether or not separately described, and cannot be separated from it; except that the use rights to a particular parking place, storage area or private garage may be exchanged between Units or the Association by surrendering their allocation instruments to the Association, which shall re-issue allocation instruments reflecting the exchange; provided, however, that: (a) each Unit shall at all times have no less than two (2) parking spaces; (b) a distinct enclosed private garage originally assigned to a certain Unit Owner can only be

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transferred in exchange for another distinct enclosed private garage or for two (2) regular parking spaces, and (c) no Unit owner may be assigned only one (1) space within a distinct enclosed private garage. No Unit shall ever be without two (2) assigned parking spaces. Allocations may only be changed with the consent of the holder. However, the Association shall have the absolute right to make allocations or re-allocations of parking spaces in the garage to accommodate the needs of handicapped persons.

9. ASSOCIATION: The operation of the Condominium is by La Scala at the Colony Condominium Association, Inc., a Florida corporation not-for-profit, which shall perform its function pursuant to the following:

9.1 Articles of Incorporation. A copy of the Amended and Restated Articles of Incorporation of the Association is attached as Exhibit "2" ("Articles of Incorporation").

9.2 By-laws. A copy of the Amended and Restated By-laws is attached as Exhibit "3" ("Bylaws").

9.3 Delegation of Management. The Association may contract for the management and maintenance of the Condominium Property or employ a licensed manager or management company to assist the Association in carrying out its powers and duties by performing such functions as, but not limited to, those described in the manager's job description, such as the submission of proposals, collection of Assessments, keeping of records, enforcement of Rules and Regulations, and maintenance, repair and replacement of the Common Elements with funds made available by the Association for such purposes. The Association and its officers however shall retain at all times the powers and duties provided in the Condominium Act.

9.4 Membership. The membership of the Association shall be the record owners of legal title to the Units, as further provided in the By-laws.

9.5 Acts of the Association. Unless the approval or affirmative vote of the Unit Owners is specifically made necessary by some provision of the Condominium Act or the 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. A Unit Owner does not have the authority to act for the Association by reason of being a Unit Owner.

9.6 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act and the Condominium Documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium Property and Association Property. The Association may impose fees for the use of Common Elements or Association Property. The Association has the power to enter into agreements to

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