

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
KEVIN L. EDWARDS, ESQ.
BECKER & POLIAKOFF, P.A.
6230 UNIVERSITY PARKWAY, SUITE 204
SARASOTA, FL 34240



**CERTIFICATE OF AMENDMENT
REFLECTING THE ADOPTION OF THE 2013024431
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM,
AMENDED AND RESTATED ARTICLES OF INCORPORATION
AND
AMENDED AND RESTATED BYLAWS
OF
VIZCAYA AT LONGBOAT KEY CONDOMINIUM ASSOCIATION, INC.**

The undersigned officers of Vizcaya at Longboat Key Condominium Association, Inc., a not for profit Florida corporation organized and existing to operate and govern Vizcaya at Longboat Key Condominium Association, Inc., according to the original Declaration of Condominium, thereof as recorded in the public records of Sarasota County in O.R. Book 2934, Pages 24, et seq. and all amendments thereto, hereby certify that:

1. The Amended and Restated Declaration of Condominium, replacing the original Declaration and later adopted amendments, were approved by the procedure provided for in the governing documents at a membership meeting held on November 28, 2012.
2. The Amended and Restated Articles of Incorporation, replacing the original Articles of Incorporation and later adopted amendments, were approved by the procedure provided for in the governing documents at a membership meeting held on November 28, 2012 and are attached hereto as Exhibit "B" to the Amended and Restated Declaration of Condominium.
3. The Amended and Restated Bylaws, replacing the original Bylaws and later adopted amendments were approved by the procedure provided for in the governing documents at a membership meeting held on November 28, 2012 and are attached hereto as Exhibit "C" to the Amended and Restated Declaration of Condominium.

VIZCAYA AT LONGBOAT KEY
CONDOMINIUM ASSOCIATION, INC.

By: 
Robert Vukovich, President

ATTEST: 
James Chapman, Secretary

Donald G. Blevins
Witness Signature

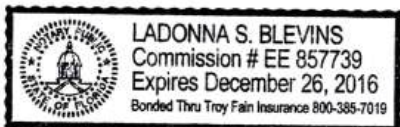
Donald G. Blevins
Printed Name

Ladonna Blevins
Witness Signature

LADONNA BLEVINS
Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 12 day of FEBRUARY 2013 by Robert Vukovich, as President and James Chapman, as Secretary of VIZCAYA AT LONGBOAT KEY CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.



ACTIVE: 4385984_1

Notary Public Ladonna Blevins
Printed Name LADONNA BLEVINS
State of Florida

My Commission Expires DEC 26, 2016

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF**

VIZCAYA AT LONGBOAT KEY CONDOMINIUM ASSOCIATION, INC.

**SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM-
SEE CURRENT DECLARATION OF CONDOMINIUM FOR CURRENT TEXT**

RECITALS:

WHEREAS, on January 30, 1997, in a Declaration of Condominium ("Original Declaration") recorded at O.R. Book 2934, Pages 24 et seq. of the Sarasota County Public Records, the Condominium Developer submitted to condominium ownership pursuant to Chapter 718, Florida Statutes, known as the Condominium Act, the property situated in Sarasota County, Florida, more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Original Declaration was subsequently amended as follows:

Amendment recorded at O.R. Book 2955, Page 1870, Sarasota County Public Records;
Amendment recorded at O.R. Book 2968, Page 2613, Sarasota County Public Records;
Amendment recorded at Instrument No. 2005026256, Sarasota County Public Records; and

WHEREAS, the submission of the land to the condominium form of ownership by the Original Declaration is and will remain effective.

NOW THEREFORE, by adoption of this Amended and Restated Declaration of Condominium, the Association members hereby adopt certain amendments to the Original Declaration and hereby restate the Original Declaration and all of its Exhibits in its entirety. By adoption of this Amended and Restated Declaration of Condominium, the members of the Association ratify governance of the property described above and in Exhibit "A" hereto under the condominium form of ownership and the provisions of Chapter 718, Florida Statutes (2012), as the same may be amended from time to time.

1. DEFINITIONS. As used herein or elsewhere in the Condominium Documents, unless otherwise provided, the terms used shall be as defined in the Act and as herein provided:

1.1 "Act" or "Condominium Act" means the Condominium Act (Chapter 718 of the Florida Statutes), as it now exists or as it may be amended from time to time, including the definitions therein contained.

1.2 "Articles" means the amended and restated Articles of Incorporation as attached hereto as Exhibit "B."

1.3 "Assessment" means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against the Unit.

1.4 "Association" means VIZCAYA AT LONGBOAT KEY CONDOMINIUM ASSOCIATION, INC., a Florida Corporation Not for Profit, the entity responsible for the operation of the Condominium.

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

1.6 "Board of Directors" or "Board" or "Directors" means the representative body which is responsible for the administration of the Association's affairs, and which is the same body that is sometimes referred to in the Condominium Act as the "Board of Administration." Each Director must be a Unit Owner, or Primary Occupant (in case of Units that designate a Primary Occupant), the spouse of a Unit Owner or Primary Occupant, the settler, grantor, or beneficiary of a trust described in Section 736.0103, Florida Statutes (2012), which owns a Unit, or the spouse of such party.

1.7 "Building" means a "Building" as defined in Section 718.111 (11) (b) of the Act.

1.8 "Bylaws" means the Amended and Restated Bylaws of the Association, attached hereto as Exhibit "C."

1.9 "Charge" means any legal or equitable indebtedness to the Association incurred by, or on behalf of, a Unit Owner, other than Assessments for Common Expenses. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Condominium Documents.

1.10 "Common Elements" mean and include:

- .1 The portions of the Condominium Property not included within the Units.
- .2 Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.
- .3 An easement of support in every portion of a Unit which contributes to the support of the Building, including but not limited to all load bearing interior walls within the Units.
- .4 The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

- .5 Any other parts of the Condominium Property designated as Common Elements in this Declaration.

1.11 "Common Expenses" means those expenses for which Unit Owners are liable to the Association, including, but not limited to, expenses of administration, maintenance and operation, repair and replacement of Common Elements and such other expenses as may be declared expenses either by this Declaration, the Articles of Incorporation, the Bylaws or by the Association. Common Expenses include, but are not limited to, such items as cost of premiums for hazard and public liability insurance, repairs, replacements and expenses of upkeep, lawn service, utility bills, pool service, janitor service, accounting and legal fees, wages and fees for managerial and other services, and reasonable and adequate reserves, all as may be required in the maintenance and management of this Condominium. The expenses of bulk cable, master antenna television and bulk interior pest control are specifically considered a common expense if so designated by the Board. Common Expenses also include reasonable insurance for Directors and Officers, road maintenance and operation expenses, and any security services, which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Common Elements or property of the condominium.

1.12 "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, above the amount of the Common Expenses.

1.13 "Condominium Documents" means this Declaration; the Surveyor's Plat, copies of which are attached to the Original Declaration, Articles of Incorporation of Vizcaya at Longboat Key Condominium Association, Inc. attached as Exhibit "B," Bylaws attached hereto as Exhibit "C," and the Rules and Regulations. The Rules and Regulations do not need to be recorded in the County Public Records in order to be valid.

1.14 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit and when the context permits, the term includes all of the appurtenances to the Unit.

1.15 "Condominium Property" means the land and property interests subjected to condominium ownership under this Declaration, including all Units, all improvements on the land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

1.16 "County" means the County of Sarasota, State of Florida.

1.17 "Declaration" or "Declaration of Condominium" means this instrument, and as it may be amended from time to time.

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

.1 One natural person or group of two (2) or more natural persons each of whom are related to each other by blood, marriage or adoption, and the household servants of such persons.

.2 Not more than two adult natural persons not meeting the requirement of 1.18.1 above, but who customarily reside together as a single housekeeping unit, and the custodial children of said parties, if any.

.3 The reference to "natural" herein is intended to distinguish between an individual and a corporation or other artificial entity.

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

1.20 "Guest" means any person who is not the Unit Owner or lessee or a member of the Unit Owner's or lessee's Family, who is physically present in or occupies the Unit (or uses the Condominium Property) on a temporary basis (not to exceed 90 days in any calendar year) at the invitation of the Owner or other legally permitted occupant.

1.21 "Insurable Improvements" shall mean the "Building" as defined in Article 1.7 of this Declaration.

1.22 "Lease" means the grant by a Unit Owner of a right of use of the Owner's Unit for periods of time in excess of six (6) months in any calendar year, regardless of whether there is a written lease agreement or any consideration exchanged.

1.23 "Limited Common Elements" shall include that property reserved for the use of a certain Unit to the exclusion of other Units as reflected on the condominium plat or in this Declaration. Whenever a portion of the Condominium Property naturally and exclusively services a particular Unit, and where the area in question lies outside of the boundaries of the Unit, the delegation of maintenance responsibility for the area (e.g., parking spaces, storage units) shall serve to define the area as a Limited Common Element.

1.24 "Primary Occupant" means a natural person designated for occupancy of a Unit when title to the Unit is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person.

1.25 "Rules and Regulations" means those rules and regulations promulgated by the Board of Directors, governing the use, occupancy, alteration, maintenance, transfer and appearance of Units, Common Elements and Limited Common Elements, and the operation and

administration of the Association, subject to any limits set forth in the Declaration of Condominium.

1.26 "Unit" means a part of the Condominium Property subject to exclusive ownership.

1.27 "Unit Owner" or "Owner" means the record Owner of a Condominium Parcel.

1.28 "Utility Services" as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

1.29 "Voting Interest" means and refers to the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to one vote in the Association matters. There are 32 Units, so the total number of voting interests is 32.

1.33 "Quorum" means the number of directors or owners needed to conduct a valid Board meeting or membership meeting. A quorum for a Board meeting means having a majority of the directors present at the Board meeting in person or by speaker-phone. A quorum for a membership meeting means having a majority of the unit owners present at the meeting in person or by proxy.

1.34 "Casualty" for the purposes of this Declaration, and not for the purpose of construing coverage between any insurer and insured, means an event which causes damage to the Condominium Property due to some sudden, fortuitous cause, including (but not limited to) fire, flood, hail, wind, rain, vandalism, explosion, or bursting pipes, but does not include progressive decay or corrosion, or slow or continuous leaks.

2. STATEMENT OF CONDOMINIUM DECLARATION. The developer, ECOVENTURE LBK, LTD. submitted the property described in Exhibit "A" hereto and as described in the Original Declaration to condominium ownership in accordance with the Florida Statutes.

3. CONDOMINIUM NAME. The name by which this condominium is identified is "Vizcaya at Longboat Key, a Condominium."

4. UNIT IDENTIFICATION. The identification of each Unit shall be by number and shall be as indicated on the Surveyor's Plats attached to the Original Declaration recorded at O.R. Book 2934, Page 24 et seq. of the Sarasota County Public Records.

5. SURVEY AND GRAPHIC DESCRIPTION. A survey of the land submitted herewith to condominium ownership and a plat thereof describing each Unit, Common Elements and their

relative location and the approximate dimensions of each Unit are as shown on the surveyor's plat which is attached hereto as Exhibit "A."

6. VOTING RIGHTS; OWNERSHIP OF COMMON ELEMENTS. The voting rights of the Owner of each Unit shall be 1/32 (one voting interest per Unit). The sharing of Common Expenses and ownership of Common Elements and Common Surplus shall be on a 1/32 basis.

7. COMMON ELEMENTS; EASEMENTS.

7.1 Definition. The term "Common Elements" means all of the property submitted to condominium ownership that is not within the Unit boundaries set forth in Section 8 below. The Common Elements include without limitation the following.

7.1.1 The Land.

7.1.2 All portions of the Building and other improvements outside the Units, including all Limited Common Elements.

7.1.3 Easements over, through, above and beneath each Unit for conduits, ducts, plumbing, wiring and other facilities for furnishing utility services to other Units or Common Elements.

7.1.4 An easement of support in every portion of the Condominium which contributes to the support of the Buildings.

7.1.5 The Fixtures and installation required for access and utility services to more than one Unit or to the Common Elements.

7.1.6 The clubhouse.

7.1.7 The manager's office.

7.1.8 The tennis courts.

7.1.9 Roads installed on the Condominium Property.

7.1.10 Seven (7) uncovered parking spaces,

7.1.11 Entranceway improvements and guard house.

7.1.12 Mailboxes as depicted on the Survey.

7.1.13 Equipment and mechanical rooms.

7.1.14 Surface water management system.

7.2 Limited Common Elements. Limited Common Elements are those Common Elements designated for the exclusive use of one or more Units but not all of the Units. The Limited Common Elements include, but are not limited to:

7.2.1 One (1) assigned enclosed two-car garage for each residential Unit.

7.2.2 Stairwells as depicted on the Survey.

7.2.3 HVAC systems exclusively servicing a Unit regardless of where located.

7.2.4 Elevators depicted on the Survey (except the guest elevator which is a general common element).

7.2.5 Terrace and courtyard areas as depicted on the Survey including any pools, spas or other improvements constructed thereon and those areas designated on the Survey as limited common elements.

7.3 Easements. Each of the following easements and easement rights is reserved through the Condominium Property and is a covenant running with the land of the Condominium and notwithstanding any of the other provision of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium, unless released by all record title holders, lien holders and beneficiaries of such easement. 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 the Unit Owners with respect to such easements.

7.3.1 Utility and other Easements. The Association, through the Board of Directors, has the power, without the consent of any Unit Owner, to grant, modify or move easements such as electric, gas, cable television, or other access, utility or service easements, or relocate any existing easements, in any portion of the Common Elements or Association Property, as the Board shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units. The Association, through the Board of Directors, may also transfer title to utility-related equipment, facilities or material, and may take any other action to satisfy the requirements of any utility company or governmental agency.

7.3.2 Encroachments. If any Unit encroaches upon any of the Common Elements or upon any other Unit for any reason other than the intentional act of the Unit Owner, or if any Common Element encroaches upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

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

7.4 Restraint upon Separation and Partition. The undivided share of ownership in the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or separately transferred apart from the Unit. 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 by a Unit Owner, pledged or transferred except as an appurtenance to the Units.

8. CONDOMINIUM UNITS AND APPURTENANCES. Condominium Units are those cubicles of space, and all improvements constructed therein identified and described in the Surveyor's Plat, Exhibit "A." The boundaries of the Condominium Units shall be as follows:

8.1 Unit Boundaries. Each Unit consists of:

8.1.1 The volumes of space enclosed by the unfinished inner surfaces of the exterior perimeter walls, ceilings and floors thereof, including vents, doors, windows and such other structural elements as are ordinarily considered to be enclosures of space.

8.1.2 All interior dividing walls and partitions (including the space occupied by such interior walls and partitions) except for load-bearing interior walls and partitions.

8.1.3 The decorated inner surfaces of the perimeter and interior walls (including decorated inner surfaces of all interior load bearing walls), floors and ceilings consisting of wallpaper, paint, plaster, carpeting, tiles and all other finishing materials affixed or installed as part of the physical structure of the Condominium Unit.

8.1.4 Patio window panes, sliding glass door panes and other doors bounding the Condominium Unit.

8.1.5 All fixtures, mechanical systems and equipment installed for the sole and exclusive use of the Condominium Unit.

8.1.6 Any party walls located between two Units which are combined to form a single living residence.

8.1.7 Notwithstanding any provision to the contrary, pipes, wires, conduits, or other utility lines or installations constituting a part of the overall systems designed for the service of any particular Condominium Unit, or any of the structural members or portions of

any kind, including fixtures and appliances and stairways within the Condominium Unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the Building or other Condominium Unit, shall not be deemed to be part of any Condominium Unit.

8.2 Exclusive Use. Each Unit Owner shall have the exclusive use of his Unit.

8.3 Appurtenances. The ownership of each Unit shall include, and there shall pass with each Unit as appurtenances thereto whether or not separately described, all of the rights, title and interest including but not limited to:

8.3.1 Common Elements. An undivided share of the Common Elements, such undivided share to be that portion set forth in Article 6 hereof.

8.3.2 Easements for the benefit of the Unit.

8.4.3 Association Membership and interest in funds and assets held by the Association.

8.4.4 Automobile Parking Space - The privilege of using one (1) assigned enclosed two-car garage for each residential Unit.

8.4.5 Gulf-front views of the Gulf of Mexico.

8.4 Easement to Air Space. The appurtenances shall include an exclusive easement for the use of the air occupied by the Unit as it exists at any particular time and as the Unit may be altered or reconstructed from time to time.

8.5 Cross Easements. The appurtenances shall include the following easements from each Unit Owner to each other Unit Owner and the Association:

8.5.1 Ingress and Egress. Easements through the Common Elements for ingress and egress.

8.5.2 Maintenance, Repair and Replacement. Easements through, over and beneath the Units and Common Elements for maintenance, repair and replacement of the Units and Common Elements. Such access to the Units shall be only during reasonable hours except that access may be had at any time in case of emergency.

8.5.3 Support. Every portion of a Unit contributing to the support of the Unit Building shall be burdened with an easement of support for the benefit of all other Units and Common Elements in the Building.

8.5.4 Utilities. Easements over, through, above and beneath the Units and other portions of the Condominium Property for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the Units and the Common Elements; provided, however, that such easements through a Unit shall be only according to the plans and specifications for the Unit Building or as the Building is constructed unless approved in writing by the Unit Owner.

9. MAINTENANCE, ALTERATION AND IMPROVEMENTS. Responsibility for the maintenance of the Condominium Property, and restrictions upon the alteration and improvement thereof, shall be as follows:

9.1 Association Maintenance. The Association, through its Board of Directors, as a common expense, is responsible to maintain (which term means to paint, clean, wash, seal, water, manicure, trim, mow, mulch or waterproof) and repair the following:

9.1.1 All Common Elements as described in Article 7.1 above, including, but not limited to, conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the Unit contributing to the support of the Building or within interior boundary walls and all such facilities contained within a Unit which service part or parts of the Condominium other than the Unit within which it is contained.

9.1.2 All Limited Common Elements (except for the air conditioning and heating systems exclusively servicing a Unit).

9.1.3 All portions of a Unit (except interior wall surfaces) that contribute to the support of the Building, including, but not limited to, the outside walls of the Building, load bearing columns, the roofs of the Buildings and the skylights, if any, on the Condominium Property.

9.1.4 All landscaping in such a manner as to preserve each Unit Owner's view of the Gulf of Mexico, as such view existed at the time of recording the Original Declaration or as close to it as is practicable. The Association shall not place any new landscaping or alter the existing landscaping in such a manner as to obstruct a Unit Owner's gulf-front view, without the written consent of the affected Owner(s).

9.2 Incidental Damage. If, in connection with the discharge of its maintenance responsibilities, the Association must remove, disassemble, or destroy portions of the Condominium Property (which includes the Units) which the Unit Owner is required to maintain, repair and replace, the Association shall be responsible for reinstallation or replacement of that item to its unfinished state (i.e., excluding floor coverings, wall coverings, ceiling coverings, paint, wallpaper, paneling, etc.), provided that such items are part of the Condominium Property as originally installed by the Developer, or replacements thereof of like kind and quality. Replacement of all upgrades or additions, even if made by a predecessor in title, shall be the responsibility of the Unit Owner.

9.3 Unit Owner Maintenance. Each Unit Owner is responsible, at his own expense, for all maintenance, repairs, and replacements of:

9.3.1 All portions of the Unit except those portions that the Association is obligated to maintain, repair and replace.

9.3.2 All interior partitions and the finishes thereof (including but not limited to paint, wallpapering, "popcorn," paneling, etc.) and the structural framing related thereto (assuming non-load bearing);

9.3.3 All cabinets, electrical fixtures, appliances, water heaters, carpeting and other floor coverings, sinks, fans, stoves, refrigerators, washers and dryers (if any), garbage disposals and trash compactors (if any), and all other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, television transmission, sewage and sanitary service to the Unit, and all of the Unit Owner's personal property.

9.3.4 Windows, screens on windows and doors on the exterior of the Unit and the framing for same.

9.3.5 Terraces, porches, balconies, courtyards (if any) and any private fountains.

9.3.6 Improvements to the terraces including, but not limited to, any pools located thereon.

9.3.7 Unit front entry door (except that the Association may paint entry doors when it is painting the entire Buildings) and all other doors and the framing and structural components thereof (including trim, caulking, locks and hardware) within or servicing the Unit.

9.4 Additional Unit Owner Obligations. In connection with their maintenance, repair and replacement obligations, the Unit Owners must obtain the prior written approval of the Association, through the Board of Directors, before performing any maintenance, repair or replacement which requires: changes or alterations to the physical appearance of the Condominium Property visible from any exterior vantage; excavation; access to Building roofs; removal, modification or relocation of any interior partitions, walls, whether load-bearing or not or the relocation of cabinets or appliances; relocation of utility plumbing or electrical lines or fixtures; the use of heavy or noisy equipment; such other actions as may cause concern for the peace and safety of the condominium and its residents or the uniform appearance of the Condominium Property as determined by the Board. The Board may condition such approval on criteria as the Board deems reasonable or as otherwise described in rules and regulations that the Board has adopted or may promulgate.

9.4.1 Unit Owners shall at all times be responsible to ensure, whether or not Association approval is required for work being done within the Unit, that all Contractors and

other persons performing services for the Unit or Owner are properly licensed and insured, including required Worker's Compensation insurance. The Unit Owner shall hold the Association harmless from any claim of any nature arising out of failure to comply with this requirement.

9.5 Alterations by Unit Owners. No Owner may make or permit the making of any modifications or alterations to any of the Common Elements whether visible or not, or to portions of his Unit visible from the exterior, or in any manner change the appearance of any portion of the condominium visible from the exterior, or make any structural change within the Unit interior without first obtaining the written consent of the Board of Directors, which consent shall be denied if the Board determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the condominium in part or whole. The Board may require the Unit Owner to submit plans, drawings and other information to assist it in its decision-making process. "Structural changes" include, but are not limited to:

9.5.1 Any and all work that requires a Building permit, an electrical permit, a plumbing permit, a mechanical permit, or similar permits from the appropriate governmental agency;

9.5.2 Installation of new or relocation of existing electrical, plumbing, air conditioning or heating installations;

9.5.3 Installation of new or relocation of existing fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges;

9.5.4 Removal or modification of any partition (whether load bearing or not), door, window or screen;

9.5.5 Raising ceilings;

9.5.6 Relocating kitchen or bathroom cabinetry. However, replacement of cabinetry, appliances, fixtures, etc., with substantially equivalent installations, in the same location, shall not be deemed "structural" and shall not require approval of the Association.

9.6 Additional Unit Owner Responsibility for Alterations and Additions. If a Unit Owner makes, or contracts to make, any modifications, installations, or additions to the interior or exterior of the Unit, Common Elements, or Limited Common Elements, the Unit Owner (and his heirs, successors in title and assigns) shall be financially responsible for the insurance, maintenance, care, and preservation of the modifications, installations or additions and shall execute such documents as the Association may promulgate accepting said financial responsibility. Any modification, alteration, or addition to the Condominium Property made by a Unit Owner may be required to be removed in connection with the Association's maintenance of the Condominium Property. In such cases, the Unit Owner who installed the alteration, addition, or improvement (and/or their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or re-installation of the item, with said obligation

being secured by a right of lien for Charges of equal dignity to the common expense lien created by this Declaration, or alternatively, said Owner may be required to remove and reinstall said additions, if so determined by the Board of Directors. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent.

9.7 Alterations by Association. There shall be no material alterations or substantial additions to the Common Elements or Association real property by the Association, except as authorized by the Board of Directors. Provided, however, that if any such alterations or additions require or obligate the expenditure of Association funds of more than \$25,000.00 for the fiscal year in which the work is authorized, including reserves, the Board shall obtain approval of a majority of the voting interests present (in person or by proxy) once a quorum has been established. Necessary maintenance of the Common Elements or Association Property, regardless of the cost, is within the power and discretion of the Board of Directors to perform and will not be considered a material alteration or capital improvement when such activity or project is necessary to protect the Common Elements, to comply with the law and any changes thereof, or to take advantage of new technologies and/or materials and improved design that reduce the cost of future maintenance.

9.8 Enforcement of Maintenance, Fines. If, after reasonable notice, the Owner of a Unit fails to maintain the Unit or other portions of the Condominium Property as required above, the Association shall have, without waiver of other remedies, the right to enter the Owner's Unit or Limited Common Element and perform or cause performance of the necessary work, and/or institute legal proceedings at law or in equity to enforce compliance, and/or to take any and all other lawful actions to remedy such violation, in which event the Unit Owner shall be charged for the costs of such activities (including attorney's fees incurred by the Association) by the Association which shall be secured by a lien for Charges. Furthermore, the Board of Directors may levy fines against unit owners for violations of the rules, regulations and restrictions established by the Association to govern the conduct of occupants at the Condominium. The Board of Directors may levy a fine against a unit owner not to exceed the maximum amount permitted by law for each violation by the owner, or his or her tenants, guests or visitors, of the Declaration, Articles, Bylaws or rules or regulations, and a separate fine for each repeat or continued violation, provided, however, written notice of the nature of the violation and an opportunity to attend a hearing shall be given prior to the levy of the initial fine. No written notice or hearing shall be necessary for the levy of a separate fine for repeat or continued violations if substantially similar to the initial violation for which notice and a hearing was provided. The Board of Directors shall have the authority to adopt rules, regulations and policies to fully implement its fining authority.

The Association must provide the violating party an opportunity for a hearing and written notice, which notice shall include:

9.8.1 A statement of the date, time and place of the hearing;

9.8.2 A statement of the provisions of the Declaration, Association Bylaws, or Association Rules which have allegedly been violated; and

9.8.3 A short and plain statement of the matters asserted by the Association.

9.8.4 The violating party has the opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be conducted before a panel of three (3) unit owners appointed by the Board, none of whom may then be serving as directors. If the panel, by majority vote (which may be taken by secret ballot), does not agree with the fine, it may not be levied.

9.9 Negligence Damage Caused by Condition of Unit.

9.9.1 Each Unit Owner shall be liable to the Association and/or other Unit Owners for the expenses of any maintenance, repair or replacement of the Condominium Property, made necessary by his intentional act or negligence, or by that of any member of his Family or his or their guests, employees, agents, or lessees. If a Unit Owner causes any condition, defect or malfunction within a Unit or the Limited Common Elements that causes damage to the Common Elements, Association Property, or to other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas. Such liability includes all costs of repair or replacement not paid by insurance (including the deductible) and is without waiver of subrogation rights, provided that such responsibility is conditioned on the neighboring Unit(s) being adequately insured based on local standards and conditions. Further, any claim of a Unit Owner against the Association or another Unit Owner relative to damage to the Condominium Property, to the extent the Association or other Unit Owner might otherwise be liable pursuant to the Condominium Documents or applicable law, shall be predicated upon said Unit Owner being adequately insured based on local standards and conditions.

9.9.2 In the event a Unit Owner fails to maintain such insurance, any claim will be reduced to the extent such Unit Owner's insurance, if obtained pursuant to the above-described standards, would have provided coverage or compensation for the loss. The requirement that the individual Unit Owner obtain insurance shall not be construed to confer any additional liability on the Association or Unit Owners, but is intended to require Unit Owners and the Association to respectively insure risks that are customarily experienced in condominiums located in Florida's coastal communities and for condominiums in general, including but not limited to damages occasioned by windstorms, hurricanes, tornadoes, floods, rainstorms, bursting pipes and other casualty events. If one or more of the Units involved is not occupied at the time a damage incident is discovered, the Association may enter the Unit(s) without prior notice to the Owner(s) and take reasonable action to mitigate damage or prevent its spread, at the Unit Owner's expense. The Association may, but is not obligated to, repair the damage without the prior consent of the Owner, in the event of an emergency, and the Owner shall be responsible for reimbursement of the Association, with the cost being secured by a lien for Charges.

9.9.3 Unit Owners are required to shut off all water valves when the Unit will be unoccupied for periods of one (1) week or more and failure to do so will create a presumption of negligence.

9.10 Combination of Units. Two contiguous Units may, subject to the prior written approval of the Board of Directors, be combined into a single living space. The Board may reject such request based upon its discretion and upon a finding that the proposed combination of Units is not in the best interests of the Association.

9.10.1 The Board, as a condition of approving the combination of Units, may require sealed plans from an Architect or Professional Engineer licensed to practice in Florida, certifying to the Association that the proposed work affiliated with the Unit combination complies with all applicable laws, codes, and ordinances. The Board may further require such Professional Engineers or Architect's certification at the end of the work, certifying that said work has been performed in accordance with the plans and specifications, and in accordance with all applicable laws, codes, and ordinances.

9.10.2 The Owner (and his successor in title) shall indemnify and hold the Association and other Unit Owners harmless for any claim of any nature arising from the combination or reconfiguration of the Unit. Should the Board, in its discretion, determine that the Association must retain independent professionals to review the request, including but not limited to engineers, architects, or attorneys, the Association may also condition approval of the requesting Unit Owner's agreement to reimburse the Association for said fees and expenses.

9.10.3 Combined Units must be used only as a "single family" residence (including rental rights), and may not be used as two living quarters. Combined Units shall constitute two units for purposes of sharing common expense, owning Common Elements, and for voting rights. If Combined Units are sold, they must be sold as a single living quarters, unless specifically approved by the Board to the contrary. If Combined Units are re-configured into two living spaces, the Board has the authority, using the same criteria listed above for combination of Units, to approve the reconfiguration. Without limitation, the Board has the authority to require plans from an Architect or Professional Engineer licensed to practice in Florida, certifying to the Association, that the reconfiguration of the Units into two living spaces is done in accordance with all applicable laws, codes, and ordinances and in accordance with the original configuration of the Units.

10. DISCLAIMER, WAIVER AND RELEASE OF CLAIMS REGARDING MOLD AND MILDEW.

Mold occurs naturally in almost all-indoor environments. Mold spores may also enter a condominium through open doorways, windows or a variety of other sources. The Unit Owner acknowledges that the Condominium is located in a hot, humid climate ("Florida Environment"), which is conducive to the growth of mold and/or mildew. Mold and/or mildew

may be present during or after construction in the indoor air and/or on the interior surfaces of the Unit, including, but not limited to, wall cavities, windows, and/or on the exterior surfaces of the Unit or any part thereof.

10.1 Waiver. The Association shall not be responsible for the prevention of mold and/or mildew or any damages, including, but not limited to any special or consequential damages, property damages, personal injury, loss of income, emotional distress, death, loss of use, loss of income diminution or loss of value of the Unit, economic damages, and adverse health effects relating to, arising from or caused by mold and/or mildew accumulation regardless of the cause of said mold/or mildew. Each Unit Owner (by virtue of his/her acceptance of title to his/her Unit) and each other person having an interest in or lien upon, or making any use of, any portion of the condominium property (by virtue of accepting such interest or making such uses) shall be bound by this provision and shall be deemed to have automatically waived any and all claims, obligations, demands, damages, causes of action, liabilities losses and expenses, whether now known or hereafter known, foreseen or unforeseen, that purchaser has, or may have in the future, in law or in equity arising out of, relating to, or in any way connected with indoor air quality, moisture, or the growth, release, discharge, dispersal or presence of mold and/or mildew or any chemical or toxin secreted there from.

11. ASSESSMENTS AND CHARGES. The Board of Directors shall make Assessments against Owners in the manner provided in the Bylaws and as hereafter described in this Declaration. The Unit Owners share in the common expenses on the same basis as their percentage of ownership of the entire condominium as set forth in Article 6.

11.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, is liable for all Assessments coming due while he/she is the Unit Owner. Except as otherwise provided herein or by law, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his/her share of the Common Expenses including attorney's fees and other costs of collection incurred by the Association up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made.

11.1.1 Lien for Unpaid Assessments. The Association has a lien on each Condominium Parcel for any unpaid Assessments or Charges on such parcel, with interest, late charges and for reasonable attorney's fees, costs, and other collection expenses, including those expenses provided in contracts between the Association and third parties, including but not limited to Community Association Management Firms, incurred by the Association incident to the collection of the Assessment or Charge, or enforcement of the lien. No lien may be recorded until the Association has provided a notice of intent to place a lien as required by the Condominium Act. The Association's costs and expenses in preparing and sending such notice (including but not limited to attorney's fees, contractual collection expenses, postage, and

other costs and expenses reasonably incurred) may be added to the amounts claimed due in the pre-lien notice and if not timely paid, shall be secured by the Association's lien. The lien is in effect until all sums secured by it have been fully paid or until barred by law. Upon recording, the Association's claim of lien shall relate back to the date of the filing of the original Declaration of Condominium. The Association may bring an action in its name to foreclose a lien for Assessments or Charges in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments or Charges or without waiving any claim of lien.

11.2 Defaults in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall incur a late fee and bear interest in an amount as determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law. The Board may accelerate unpaid Assessments in the manner prescribed by law.

11.3 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days (or such other time as may be prescribed by law) after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not timely provided before the foreclosure action is filed, and if the unpaid Assessments, including those which have been accelerated (if applicable) and those coming due after the claim of lien is recorded, are paid before the entry of a final judgment or foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this sub-section are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

11.4 Attachment of Rental Income involving Units that are not participating in the Rental Program.

Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws, or applicable law, the Association has the following options when payment of Assessments are in default (more than thirty days in arrears) and the defaulting Unit Owner is leasing his/her Unit independent of the Rental Program:

11.4.1 The Association may, without order of the Court, direct that rental income (by written notice to the tenant with a copy to the Unit Owner) be paid directly to the Association until all outstanding Assessments, interest, costs and attorney's fees and receiver's fees (if applicable) are satisfied.

11.4.2 The Association may apply to a court of competent jurisdiction, either in connection with the institution of a foreclosure suit, a personal suit or otherwise to have rental

proceeds paid on account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the court may direct.

11.4.3 The Association may choose any of the above courses of action as the Board deems appropriate without same constituting a waiver or election of remedies.

11.5 First Mortgagees. Except as otherwise provided by law, the Association's lien for unpaid assessments shall be subordinate and inferior to the lien of any recorded institutional first mortgage, unless the Association's Claim of Lien was recorded before the mortgage. However, the Association's lien for unpaid assessments is superior to, and takes priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded. It is the intention of this provision that any institutional first mortgagee which takes title to an Apartment as a result of foreclosure of the mortgage or by a deed in lieu of foreclosure shall be liable for unpaid assessments and other charges that became due prior to the institutional first mortgagee's acquisition of title in the manner provided in Section 718.116(1)(b), of the Florida Condominium Act (2012), as the same may be amended or renumbered from time to time. If no such limitation exists, then the institutional first mortgagee shall be liable for unpaid assessments and other charges that became due prior to the institutional first mortgagee's acquisition of title to the same extent as any other Apartment Owner. Such unpaid share of the common expenses or assessments shall be deemed to be common expenses collectible from all of the Apartment Owners, including such acquirer, his successors or assigns. An institutional first mortgagee acquiring title to a condominium Unit or Apartment as a result of foreclosure or a deed in lieu thereof, may not, during the period of its ownership of such Apartment, whether or not such Apartment is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership. The limitations on institutional first mortgagee liability provided by this paragraph apply only if the institutional first mortgagee strictly complies with all conditions required by Florida Statutes; Section 718.116, as same is amended or renumbered from time to time.

11.6 Possession of Unit. Any person who acquires an interest in a Unit, except First Mortgagees through foreclosure of a first mortgage of record (or deed in lieu thereof), including without limitation persons acquiring title by operation of law, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments and other Charges due and owing by the former Owner, if any, have been paid. Possession shall be subject to all other Association requirements pertaining thereto.

11.7 Certificate of Unpaid Assessments. Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments against him/her with respect to his/her Unit.

11.8 Lien for Charges. There is hereby created a common law and contractual lien to secure any service which the Association provides for an individual member and which is not otherwise secured by the statutory lien for Common Expenses created herein. By way of example, but not limitation, a lien for Charges exists to secure repayment to the Association when it must

remove or reinstall Unit Owner alterations or items of Unit Owner maintenance responsibility in connection with the Association's discharge of its Common Element maintenance responsibilities, or address emergency situations, such as water extraction from a Unit. The lien for Charges shall be of equal priority to, shall be secured as to interest, late fees and attorney's fees and the like, and shall be foreclosed in the same manner as the common expense lien.

12. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM. The administration and management of the condominium shall be by the Condominium Association, which shall have by and through its officers and Directors, such powers, authority and responsibilities as are vested in the officers and Directors of a corporation not-for-profit under the laws of the State of Florida, including but not limited to those set forth more specifically elsewhere in the Condominium Documents. The Association shall have authority to enter into management and other agreements concerning the matters of common interest through its officers. The management of the Association and election of the members to the Board of Directors shall be as set forth in the Bylaws. Without limiting the foregoing, the Association shall have the following powers and duties:

12.1. Access. The irrevocable right of access to each Unit during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units, or to determine compliance with the terms and provisions of this Declaration, the exhibits annexed hereto, and the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time. The Association may require that a pass key be posted for each Unit and may, if determined advisable by the Board, implement a master key system.

12.2 Assessments. The power to make and collect regular and special assessments and other Charges against Unit Owners and to Lease, maintain, repair and replace the Common Elements and Association Property.

12.3 Record-keeping. The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.

12.4 Delegation; Borrow Money. The power to enter into contracts with others, for valuable consideration, for maintenance and management of the Condominium Property and in connection therewith, or to its officers and agents, to delegate the powers and rights herein contained, including, without limitation, the making and collecting of Assessments and other Charges against Unit Owners, and perfecting liens for non-payment thereof and to borrow money to pay for any Common Expense.

12.5 Regulations. The Board of Directors has the power to adopt and amend Rules and Regulations covering the details of the operation of the Association and use of the Condominium Property.

12.6 Acquisition or Transfer of Real Property; Leasing Common Elements and Association Property. The power to acquire or transfer real property or otherwise convey and mortgage real property for the use and benefit of its members with the same approval of Unit Owners as needed to amend this Declaration. The Board of Directors has the authority to lease Units owned by the Association, Common Elements or Association Property.

12.7 Membership Agreements. The power to enter into agreements to acquire leaseholds, memberships, and other possession or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities with the same approval of Unit Owners as needed to amend the Declaration.

12.8 Fees for Use of Common Elements. Pursuant to Section 718.111(4), Florida Statutes (2012), as amended from time to time, the Board of Directors has the authority to set use fees for private use of Common Elements or Association Property, as well as the regulations and policies pertaining to such use.

12.9 Lease of Association Property or Common Elements. The power to lease Association Property or Common Elements, as determined by the Board of Directors. No use fee may be charged against a Unit Owner for use of the Common Elements or Association Property except fees set by the Board pertaining to an Owner having exclusive use of the Common Elements or Association Property, or as agreed by the Association and the party leasing Association Property or Common Elements, pursuant to a written Lease agreement.

12.10 Limitation upon Liability of Association. Notwithstanding the duty to maintain and repair parts of the Condominium Property, the Association is not liable to Unit Owners or any other person for injury or damage, other than for the cost of maintenance and repair of items for which the Association is otherwise responsible, caused by any latent or unknown condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any alterations or improvements done by or on behalf of any Unit Owners, regardless of whether or not same shall have been approved by the Association pursuant to the provisions hereof. Notwithstanding anything contained herein or in the Condominium Documents or any other document governing or binding the Association, the Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Condominium Property, including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

12.10.1 It is the express intent of the Condominium Documents that the various provisions thereof which are enforceable by the Association, and which govern or regulate the use of the Condominium Property, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Condominium Property and the value thereof; and

12.10.2 The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Sarasota County, and/or any other jurisdiction or the prevention of tortuous activities; and

12.10.3 Any provisions of the Condominium Documents setting forth the uses of Assessments which relate to health, safety and or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the association to protect or further the health, safety or welfare of any person(s), even if Assessment funds are chosen to be used for any such reason.

12.10.4 Each Unit Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making any use of, any portion of the Condominium Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision.

12.11 Restraint upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his/her Unit.

13. INSURANCE. Insurance requirements upon the Condominium Property, including the Units, Common Elements, and Association Property are as follows:

13.1 Authority to Purchase Insurance. All insurance policies shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees as their respective interests may appear.

13.2 Coverage.

13.2.1 Property Insurance. Except as otherwise provided herein, the Association shall obtain and maintain fire, wind, general property and extended coverage insurance with a responsible insurance company upon all of the Insurable Improvements of the entire Condominium, including Association Property, the Common Elements (including Limited Common Elements), the Units, and the personal property of the Association, for the replacement value thereof, including coverage for changes in building codes, if reasonably available and determined commercially practicable by the Board, and less a commercially reasonable deductible as determined by the Board, provided the Board may exclude landscaping and exterior improvements not customarily insured by condominium associations in the locality, and foundation and excavation costs, in its discretion. The Association shall determine the replacement value of the Insurable Improvements through an independent appraisal, at least every 36 months, so long as required by the Act. The Board shall establish

deductibles, at a duly noticed meeting of the Board, and shall give notice of such meeting, and determine the deductibles, as required by the Act, so long as required by the Act. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be reasonably available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11) of the Act, as the same now exists or may be amended or renumbered from time to time. The original policy of insurance shall be held by the Association, and mortgagees shall be furnished, upon request, mortgage endorsements covering their respective interests. The word "Building" or "Insurable Improvement" in every property insurance policy issued to protect a Condominium building does not include: personal property in the Unit or Limited Common Elements; Unit floor, wall, or ceiling coverings; Unit or balcony electrical fixtures; appliances; water heaters; water filters; built-in cabinets or countertops; window treatments, including curtains, drapes, blinds, hardware and similar window treatment components; and replacements of any of the foregoing, which are located within the boundaries of a Unit and serve only one Unit. The Unit Owners shall also be responsible to insure all alterations, modifications or additions made to the Unit, Limited Common Elements, or Common Elements by said Unit Owner, or his predecessor in interest or title.

13.2.2 Flood. The Association shall use its best efforts to obtain and maintain adequate flood insurance, for replacement value, less a commercially reasonable deductible as determined by the Board, and less foundation and excavation costs if determined by the Board. The Association will have discharged its responsibility to use its "best efforts" to obtain "adequate" flood insurance if it is able to purchase flood insurance through the National Flood Insurance Program (NFIP), or through any similar federally-sponsored or related program, or through private carriers with similar coverage, for premium rates that are generally commensurate with flood insurance premium rates for condominiums in the local area.

13.2.3 Liability Insurance. The Association shall obtain and maintain public liability insurance covering all of the Common Elements and Association Property and insuring the Association and the Unit Owners as their interest may appear in such amount as the Board of Directors may deem appropriate. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The Unit Owners shall have no personal liability upon such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Unit Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage.

13.2.4 Fidelity Bond. The Association shall obtain and maintain insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the association" includes, but is not limited to, those

individuals authorized to sign checks on behalf of the Association, and the President, Secretary, and Treasurer of the Association.

13.2.5 Worker's Compensation. The Association shall obtain such worker's compensation coverage as may be required by law, or deemed advisable by the Board.

13.2.6 Other Insurance. The Association may obtain such other insurance as the Board of Directors may from time to time deem to be necessary, including but not limited to Errors and Omissions Officers and Directors Liability insurance coverage and insurance for the benefit of its employees.

13.3 Deductible and Other Insurance Features. The Board of Directors shall establish the amount of the deductible under the insurance policies, and other features (including but not limited to exclusions), as it deems desirable and financially expedient, in the exercise of its business judgment, and in the method provided by the Act. The deductible and other features shall be consistent with industry standards and prevailing practice for communities of similar size and age, and having similar construction and facilities in the locale where the Condominium Property is situated.

13.4 Premiums. The Association shall pay premiums upon insurance policies purchased by the Association as a Common Expense.

13.5 Insurance Shares or Proceeds. Insurance proceeds of policies purchased by the Association covering property losses shall be paid to the Association, and all policies and endorsements thereon shall be deposited with the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares:

13.5.1 Common Elements; Proceeds On Account Of Damage to Common Elements. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Expenses appurtenant to the Unit.

13.5.2 Unit. Proceeds on account of damage to Units shall be held in the following undivided shares:

.1 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed in the manner elsewhere stated.

.2 When the Condominium Building Is To Be Restored. For the Owners of damaged Units in proportion to the costs of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

.3 When the Condominium Building Is Not To Be Restored. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Expenses appurtenant to the Unit.

.4 Common Elements and Units. When both Common Elements and those portions of the Unit insured by the Association are damaged by a common occurrence, the proceeds of insurance shall be allocated between damage to Common Elements, Limited Common Elements, and Units as the Board of Directors shall determine. It shall be presumed that when there are insurance proceeds received on account of a common Casualty or covered cause of loss under the Association's applicable insurance policy, but insufficient proceeds for Casualty or covered cause of loss repair (including but not limited to shortfalls occasioned by the existence of a deductible), that such shortfalls shall first be applied to Common Elements damage, and then to damage to Units and Limited Common Elements, it being the intent of this provision that when there is a common Casualty loss or covered cause of loss under the Association's applicable insurance policy causing significant damage to the premises, the shortfalls occasioned by deductibles shall be first apportioned to all Unit Owners in proportion to their share of the Common Elements and not applied first to Unit damage.

13.5.3 Mortgages. In the event a mortgage endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds.

13.6 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed in the following manner:

13.6.1 Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the Unit Owners, or, at the option of the Board, may be deposited in the Association's reserve fund.

13.6.2 Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed in accordance with the Plan of Termination approved pursuant to Article 19.

13.7 Association as Agent. The Association is irrevocably appointed agent for each Unit Owner and for each Owner of a mortgage or other lien upon any Unit and for each Owner of any other interest in the Condominium Property or any property in which the Association owns an interest, to adjust all claims arising under insurance policies by the Association, and to execute and deliver releases upon the payment of such claim.

14. RECONSTRUCTION AFTER CASUALTY. If any part of the Condominium Property shall be damaged by Casualty or covered cause of loss under the Association's applicable insurance policy, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

14.1 Common Elements. If the damaged improvement is any of the Common Elements, the damaged Common Element shall be reconstructed or repaired, unless the Condominium is to be terminated as provided elsewhere herein.

14.2 The Building.

14.2.1 Lesser Damage. If the damage renders less than 50% of the Units in the Condominium uninhabitable, as determined by the Board of Directors or governmental agencies of jurisdiction, the damaged property shall be reconstructed or repaired.

14.2.2 Major Damage. If the damage renders more than 50% of the Units in the Condominium uninhabitable, as determined by the Board of Directors or governmental agencies of jurisdiction, the damaged property will be reconstructed or repaired, unless 75% of the entire Voting Interests in the Condominium agree in writing that such reconstruction or repair shall not take place. The decision whether or not to reconstruct or repair shall be made within one hundred eighty (180) days after the Casualty or covered cause of loss under the Association's applicable insurance policy, provided however that the Board of Directors shall have the authority to extend this period for decision-making, not to exceed three (3) years, to deal with exigencies in communication with Unit Owners caused by natural disasters or other significant casualties, or to deal with delays in obtaining information regarding reconstruction costs or insurance proceeds available for reconstruction.

14.2.3 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Building, as set forth in the plans and specifications for the Building, or if not, then according to plans and specifications approved by the Board of Directors, regardless of whether it is a material alteration or substantial addition as described in Article 9.9 and no vote of the Unit Owners shall be required.

14.2.4 Definition of "Uninhabitable". For purposes of this Declaration, "uninhabitable" shall mean that the Board of Directors has concluded that the Condominium Property which the Association is required to insure cannot be restored to the condition (or a better condition) in which it existed prior to the Casualty or covered cause of loss under the

Association's applicable insurance policy through available insurance proceeds, plus a special assessment against each Unit Owner not to exceed 10% of the average fair market value of the Units, as determined by the Board. This calculation shall not include costs affiliated with those items the Unit Owner is obligated to repair or replace, at the Unit Owner's expense. A governmental agency's declaration or order that the Condominium Property may not be occupied for a defined period of time due to safety concerns shall not conclusively establish that Units are uninhabitable, provided that the Units can be made safe for occupancy pursuant to the standards set forth above. In the event of a dispute as to whether or not Units are "habitable", a resolution enacted by the Board shall be binding on all parties, unless wholly arbitrary or contrary to law.

14.3 Responsibility. All reconstruction work after a Casualty or covered cause of loss under the Association's applicable insurance policy for damaged items that the Association insures shall be undertaken by the Association, except that a Unit Owner may undertake reconstruction work on portions of the Unit with the prior written consent of the Board of Administration. However, such work, and the disbursement of insurance proceeds, may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, the contract that is used for that purpose, and reasonable verification of appropriate steps to ensure that the work is done and that the contractor is paid for the performance of said work. Unit Owners shall be responsible for reconstructing those items that the Unit Owners are required to insure. All required governmental permits and approvals must be obtained prior to commencing reconstruction. Assessments for the cost of the work shall be set forth in Article 14.5 below. If an Owner fails to repair and reconstruct those items that the Unit Owner is responsible for under this Declaration, the Association shall have, without waiver of other remedies, the right to proceed in accordance with Article 9.10, in which event the Unit Owner shall be charged for the costs of such activities (including attorney's fees incurred by the Association) by the Association which shall be secured by such rights as exist for collecting Common Expenses under these Condominium Documents i.e., a Lien for Charges.

14.4 Estimates of Costs. After a determination is made to rebuild or repair damage to property for which the Association or Unit Owner has the responsibility of reconstruction and repair, the Association or Unit Owner shall promptly obtain reliable and detailed estimates of the cost to rebuild or repair.

14.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including shortfalls or no insurance proceeds occasioned by a deductible), or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made as follows. If the damage includes those parts of a Unit or Limited Common Element, or additions or upgrades, for which the responsibility of maintenance and repair is that of the Unit Owner the Unit Owner shall be responsible for the expenses relating to the reconstruction and repair after Casualty or covered cause of loss under the Association's applicable insurance policy of said portion of the work, even if the damage was caused by the Association's removal, disassembly, or demolition

of the Condominium Property if such was connected to the Association's responsibility for reconstruction or to mitigate damage, notwithstanding any requirement to repair incidental damage found elsewhere in the Declaration. Assessments shall be against all Unit Owners as a Common Expense for damage to the Common Elements (including Limited Common Elements, which the Association maintains, repairs, and replaces as a Common Expense), in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to Common Elements shall be in proportion to the Owner's share in the Common Expenses. Assessments shall be a Limited Common Expense if damage is to a Limited Common Element that the Association maintains as a Limited Common Expense. It is the intention of this provision to provide an alternative method of allocating post-Casualty repair expenses, as authorized by the Act. The Board of Directors may record a notice to the effect without need of further approval of Unit Owners.

NOTE: SECTION 718.111(11), FLORIDA STATUTES (2012), REQUIRES THE ASSOCIATION TO BE RESPONSIBLE FOR THE COST OF ALL ITEMS DAMAGED THAT ARE THE INSURANCE RESPONSIBILITY OF THE ASSOCIATION, REGARDLESS OF WHETHER THE UNIT OWNER IS RESPONSIBLE FOR MAINTAINING THE ITEM. THE STATUTE ALSO PERMITS THE ASSOCIATION TO "OPT-OUT" OF THE STATUTORY ALLOCATION OF COSTS, IF APPROVED BY A MAJORITY OF THE TOTAL VOTING INTERESTS. THE INTENT OF ARTICLE 14.5 IS TO "OPT-OUT" OF THE PROVISIONS IN SECTION 718.111(11), FLORIDA STATUTES (2012), REGARDING RESPONSIBILITY FOR THE COST OF RECONSTRUCTION OR REPAIR AFTER A CASUALTY.

14.6 Damage Caused By Wear and Tear of the Condominium Property. Damage to the Condominium Property that is not caused by a Casualty as defined in Article 1.34 or covered cause of loss under the Association's applicable insurance policy, shall be repaired or replaced in accordance with the provisions of Article 9 and shall not be subject to this Article 14. To the extent legally required, it is the intention of this Article 14.6 to "opt out" of the provisions of Section 718.111(11)(j) of the Act as it pertains to damage not covered by Casualty.

14.7 Termination of Condominium if Not Reconstructed. If the Owners vote not to reconstruct the Condominium by vote described in Article 14.2.2 hereof, the Condominium shall be terminated in accordance with the procedures set forth in Article 19 hereof.

14.8 Additional Board Authority – Emergency Powers. In addition to Board authority granted by law and the Condominium Documents, the Board shall have the following power and authority in connection with emergency conditions:

14.8.1 To determine after a Casualty whether the Units can be safely occupied, which decision shall not be conclusive as to the determination of habitability in Article 14.2. Such decision shall be based upon the advice of emergency management officials or a licensed professional.

14.8.2 To declare any portion of the Condominium Property or Association Property unavailable for occupation by Owners, Family members, Tenants, or Guests after a

Casualty, including during the rebuilding process. Such decision by the Board shall be based upon the advice of emergency management officials or a licensed professional (such as an engineer) and can be made only if necessary to protect the health, safety, or welfare of the Association, Owners, Family members, Tenants, or Guests.

14.8.3 To mitigate damage and take action to prevent the spread of fungus (including but not limited to mold and mildew) by tearing out wet drywall and carpet (even if the Unit Owner is obligated to insure and/or replace those items) and to remove personal property from the Unit and dispose of damaged property or store such property onsite or at an offsite location, with Owners responsible for reimbursing the Association for items for which the Owner is responsible but which may be necessary to prevent further damage. The Association shall bear no liability for such actions, if taken in good faith.

14.8.4 To contract on behalf of Unit Owners, with said Owners responsible to reimburse the Association, for items for which the Owner is responsible but which may be necessary to prevent further damage. Without limitation, this includes debris removal, dry-out of Units and replacement of damaged air conditioners when necessary to provide climate control in the Units. The Unit Owner shall be responsible to reimburse the Association within ten (10) days of the Association's invoice. The Association's right to payment shall be secured by a Common Expense Lien as provided in the Act and actions to collect such sums shall entitle the Association to recover interest, late fees, attorney's fees, and other costs and expenses of collection.

14.8.5 To implement a disaster plan prior to, during or after an impending disaster including, but not limited to, shutting down elevators, electricity, security systems, and air conditioners.

14.8.6 To adopt, by Board action, emergency assessments with such notice deemed practicable by the Board.

14.8.7 To adopt emergency Rules and Regulations governing the use and occupancy of the Units, Common Elements, Limited Common Elements, and Association property, with notice given only to those Directors with whom it is practicable to communicate.

14.8.8 To enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

14.8.9 To exercise all emergency powers set forth in the Act.

15. USE RESTRICTIONS. In addition to other obligations and duties heretofore set out in this Declaration, every Unit Owner or occupant of a Condominium Unit shall abide by the following use restrictions and any rules and regulations adopted by the Association which are not inconsistent with the provisions set forth herein or the Exhibits hereto.

15.1 Occupancy of Units; Single Family Residence. A condominium Unit shall be used only as a Single Family residence. No more than six (6) persons may permanently occupy any Unit. For purposes of these Condominium Documents, "permanently occupy" means to sleep in the Unit for more than thirty (30) nights during a calendar year. No Unit may be divided or subdivided into a smaller Unit nor any portion sold or otherwise transferred. Unit Owners may exceed these occupancy limits for temporary periods of time (i.e. less than 30 nights during a calendar year), however, tenants may never exceed these occupancy limitations for any period of time. Units may not be used for commercial or business purposes. Owners (and their Family members and tenants) may use Units for "home office" or "telecommuting" purposes, provided that such uses do not involve customers or clients coming onto the Condominium Property, the postage of any signage in the Condominium, the storage of equipment, products, or materials in the Condominium, nor more than two regular deliveries per day of correspondence or similar items from customary express delivery services.

15.2 Parking; Commercial Vehicles. All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. Each Unit Owner agrees to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations. No parking of commercial trucks of any nature or similar commercial vehicles shall be permitted for a period of more than four (4) hours except temporarily during periods for purposes of actual construction or repair of a structure, or moving in or out and for moving or transferring furniture or for grounds maintenance. No commercial truck, commercial van, or other commercial vehicle, and no recreation vehicle shall be permitted to be parked overnight. Notwithstanding the foregoing, vans equipped for personal passenger use shall be permitted, even if such vans are not kept fully enclosed inside a structure. No boat, boat trailer or other trailer of any kind, camper, mobile home, motor home or disabled vehicle shall be permitted to be parked or stored on the Condominium Property. Any such vehicle or any of the properties mentioned in this subparagraph may be removed by the Association at the expense of the Unit Owner owning and/or responsible for the same, for storage or public or private sale, at the election of the Association; and the Unit Owner owning and/or responsible for the same shall have no right of recourse against the Association therefore. Unit Owners may not repair any automobile, trailer, boat, camper, golf cart, or other item of personal property upon any portion of the Condominium Property. No commercial truck, commercial van, or other commercial vehicle, and no boat, boat trailer or other trailer of any kind, camper, mobile home, disable vehicle, motor home or recreational vehicle shall be used on the Condominium Property as a domicile or residence, either permanent or temporary. Unit Owners shall not use the guest parking spaces for their own personal use.

15.3 Maintain Unit. Each Unit Owner shall maintain his or her Condominium Unit in good condition and repair, free from defects, including all internal surfaces within or surrounding his or her Condominium Unit and each Unit Owner shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his or her Condominium Unit. Landscaped and grassed areas shall be used only for the purposes intended. No articles belonging to Unit Owners or residents shall be kept in such areas, temporarily or otherwise.

15.4 Nuisance. No Unit Owner, resident, tenant or guest of a Condominium Unit shall commit any immoral or illegal act or make or permit any unreasonable or disturbing noises, as determined by the Board of Directors, in the Building or on the Condominium Property, whether made by himself, his or her family, friends, guests, pets or employees, nor may he do or permit to be done anything by such persons that would unreasonably interfere with the rights, comforts or other conveniences of other residents. No person may play or suffer to be played any musical instrument, stereo, phonograph, radio or television set in his or her Condominium Unit or on or about the Condominium Property if the same shall in any manner unreasonably disturb or annoy the other residents or Owners of the Condominium Property. No Unit Owner or resident of a Condominium Unit shall permit or suffer anything to be done or kept in his or her Unit which will increase the insurance rates on his or her Unit or the Common Elements.

15.5 Unit Identification. Each Unit Owner may identify his or her Condominium Unit by a name plate of a type and size approved by the Board of Directors and mounted in a place and manner so approved. All mailboxes shall be approved by the Board of Directors prior to installation. Unit Owners are prohibited from installing newspaper tubes or driveway reflectors.

15.6 Signs. No signs, advertising, or notices of any kind or type whatsoever, including, but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on any Condominium Unit or, Common Element or Limited Common Element; nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any Condominium Unit, without the prior written approval of the Board of Directors.

15.7 Soliciting. Soliciting is strictly forbidden and Unit Owners must notify the Association if a solicitor appears, and appropriate action (based on trespass) will be taken.

15.8 Trash Containers. All garbage trash containers shall be located within designated closed-in areas in such a manner as to be out of view of the street and neighboring and adjacent Units.

15.9 Television and Other Outdoor Antennae. No television, radio, satellite, or other antenna or satellite system may be installed on the Common Elements by any person other than the Association, except as provided herein. Certain television, satellite, or other antenna systems may be erected or installed on Condominium Property subject to compliance with the following requirements:

15.9.1 Permitted antennas include (collectively hereinafter referred to as "antennas"):

- .1** Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.

- .2 Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement.

15.9.2 Location of Antennas. Antennas are only permitted to be installed in exclusive use areas, such as Limited Common Element balconies. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal. Antennae may not extend beyond the plane of the imaginary line running from the edge of the balcony ceiling to the balcony floor, bounded on the sides by the vertical balcony walls. Unit Owners are not permitted to drill or screw any holes in structural portions of the building (including but not limited to concrete, masonry, block, stucco, fascia, soffits, windows, window frames, doors, door frames, and the like) without prior written approval of the Board of Directors.

15.9.3 Color and Screening of Antennas. All antennas shall be painted to blend into the background against which it is mounted, so long as the paint will not interfere with an acceptable quality signal.

15.9.4 Safety Requirements. To safeguard the safety of the Unit Owners, occupants of the residence in which the antenna is located, neighboring Unit Owners, and other owners and members in the Condominium, it shall be the obligation of the owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any is so required, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna. Antennas shall be properly secured and installed so as to cause no damage to the building, such as compromise of its water-proof integrity. Unit Owners shall indemnify the Association for any loss or damage (including attorney's fees) occasioned by non-compliance with these obligations. A Unit Owner shall indemnify and hold harmless the Association, and all other Unit Owners, for any damage that an antenna causes to the Condominium Property or to persons or other property.

15.10 Flags. Any Unit Owner may at any time display one (1) portable, removable United States flag in a respectful way in or upon the Owner's Unit or Limited Common Elements and in the same manner on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may also display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

15.11 Solar Collectors. Solar collectors shall be permitted only at locations and on structures as are first approved in writing by the Board of Directors.

15.12 Pets. No animals shall be kept or maintained within the Condominium Property except those domesticated pets specified in the Rules and Regulations that the Board may adopt. Any such household pets shall be kept on leashes at all times that they are within the Association and outside the Units and may be walked only in designated areas. No farm animals (such as goats, pigs or chickens), exotic animals or reptiles may be kept or maintained on any portion of the Condominium Property.

15.13 Personal Property. Personal property of Unit Owners including bicycles, motorcycles, mopeds, golf carts and similar items shall be kept in the Condominium Units or garage areas for the Condominium Unit except when in use.

15.14 Window Coverings. All window coverings shall be lined with white or off white lining on the side exposed to the public.

15.15 Hurricane Shutters. Unit Owners may install hurricane or storm shutters only in accordance with the specifications adopted by the Board of Directors, which shall include specifications concerning color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code.

15.15 Additional Restrictions. The Board of Directors may adopt and amend reasonable Rules and Regulations pertaining to the use of the Units and Common Elements. Such Rules may, but need not be recorded in the Public Records.

16. LEASING.

16.1 Application and Approval Process. Unit Owners who wish to Lease their Unit for a period of six (6) months or longer must first notify the Board of Directors and provide the Board with a copy of the proposed Lease (and any other documentation or information that the Board may reasonably require) showing the name(s) of the proposed lessee (tenant) as well as all proposed occupants. Any person occupying the Unit after initial approval is subject to a separate application process. Regardless of the lease duration, no individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing is prohibited. Leases may be renewed, subject to Board approval. No lease shall be for a period of less than 90 days. No lease will be approved and no lease may continue where:

16.1.1 The person seeking approval (which shall hereinafter include all tenants and proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty, moral turpitude or crimes of a sexual nature or any felony;

16.1.2 The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner;

16.1.3 Assessments, fines and other Charges against the Unit and/or Unit Owner have not been paid in full.

16.2 The Board has the authority to promulgate or use a uniform Lease application and require such other information from the proposed tenant and all proposed occupants as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed tenant and their spouse, if any, and all proposed occupants of a Unit, as a condition for approval.

16.3 Tenant Conduct, Remedies. If a tenant fails to abide by the Condominium Documents, the Unit Owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The Unit Owner is responsible to bring his/her tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct of the tenant into compliance with the Condominium Documents, the Association has the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the tenants' noncompliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association, or as agent of the Unit Owner. The Association has the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Unit Owner which shall be secured by a continuing lien in the same manner as Assessment Charges.

16.4 Owner Liability. The liability of the Unit Owner under the Condominium Documents shall continue notwithstanding the fact that he may have Leased or rented his interest in the Unit as provided herein.

17. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial Unit Owners who are financially responsible, and thus protect the value of the Units, the use and transfer of Units is subject to the following provisions:

17.1 Forms of Ownership:

17.1.1 Ownership By Individuals. A Unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

17.1.2 Ownership by Corporations, Partnerships or Trusts. A Unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the Unit may be used as a short-term or transient accommodation for several individuals or families or used as a "perk" for guests of Units owned by business entities, religious, or charitable organizations, and the like. The approval of a partnership, trustee, or corporation or other entity as a Unit Owner shall be conditioned upon designation by the Owner of one natural person to be the "Primary Occupant."

.1 Corporate Members. A Unit which is owned by a Corporation, Partnership, Trust or other non-natural entity ("Corporate Unit") shall only be used or occupied by the Corporation's principal officers, directors and their immediate families. In the case of a Partnership, the Unit shall be occupied only by the partners and their immediate families. In the case of a Trust, the Unit shall only be occupied by the trustee and his/her immediate family. "Immediate Family" shall mean the officer, director, partner and trustee and their spouses, parents, children and the parents and children of the spouses. No other person may occupy or use a Corporate Unit without the prior written approval of the Board of Directors. Prior to any occupancy of a Corporate Unit, the designated voting representative must notify the Board of Directors in writing of the name(s) of those persons intending to occupy the Unit, along with their relationship to the Corporation's director or officer and intended length of stay. All occupants must agree to comply with the terms and provisions of this Declaration of Condominium, and of the rules and regulations which may be promulgated by Association from time to time, and also must acknowledge that their right to use the Unit shall be existent only so long as the Corporation shall continue to be a member of Association. Upon demand by the Association to any Corporate Member for the removal of any occupant of a Corporate Unit for failure of such occupant to comply with the terms and provisions of the Declaration of Condominium and/or of the rules and regulations of the Association, or for any other reason, the Corporate Member shall forthwith cause such occupant to be removed, failing which, the Association, as agent of the Corporation, may take such action as it may deem appropriate to accomplish the removal of such occupant(s), and all such action by the Association shall be at the cost and expense of the Corporate Member who shall reimburse the Association therefor upon demand, together with such attorney's fees as the Association may have incurred in the premises.

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

17.2 Transfers Subject to Approval.

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

17.2.2 Gifts. If any Unit Owner shall acquire his title by gift, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. Notice must be given at least thirty (30) days prior to the intended closing or title transfer date. Approval to own or occupy may not be denied to any gift recipient who was the prior Owner's lawful spouse at the time of the gift, or was related by the gifting Owner by blood or adoption.

17.2.3 Devise or Inheritance. If any Unit Owner shall acquire his title by devise or inheritance, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. If any Unit Owner acquires his title by devise or inheritance, his right to occupy or use the Unit shall be subject to the approval of the Board of Directors. Approval to own or occupy may not be denied to any devisee or heir who was the prior Owner's lawful spouse at the time of death, or was related to the deceased Owner by blood or by adoption.

17.2.4 Other Transfers. If any Unit Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of such Unit shall be subject to the approval of the Board of Directors. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors under the procedures outlined below.

17.2.5 Transfers to Trusts. Approval to own or occupy a unit may not be denied to any person who is the recipient of use or occupancy rights arising from transfer to a trust, where the Grantor or Settlor of the trust is a Unit Owner, and the Beneficiary or other person entitled to use or occupancy under the Trust Agreement was the Owner's lawful spouse or was related to the Owner by blood or adoption.

17.3 Approval by Association.

17.3.1 Notice to Board of Directors.

.1 Sale. A Unit Owner intending to make a bona fide sale of his Unit or any interest in it shall give to the Board of Directors notice of such intention, together with the name and address of the intended purchaser, an executed copy of the purchase contract and its exhibits and such other information concerning the intended purchaser and the transaction as the Board of Directors may reasonably require. The Board may require, without limitation, credit history, a criminal background investigation, past residency or employment verification, personal references, and a personal interview with the purchaser(s) and all proposed Unit occupants. Such notice at the Unit Owner's option may include a demand by the Unit Owner that the Association furnish a purchaser of the Unit if the proposed purchaser is not approved.

.2 Gift, Devise or Inheritance; Other Transfers. A Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Board of Directors notice of the acquiring of his title, together with such information concerning the Unit Owner as the Board of Directors may reasonably require and a certified copy of the instrument evidencing the Owner's title.

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

17.3.3 Certificate of Approval.

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

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

17.4 Disapproval by Board of Directors. If the Board of Directors rejects a proposed transfer, the matter shall be disposed of in the following manner:

17.4.1 Sale. If the Unit Owner's notice of intent to sell contains a demand for the Association to purchase the Unit if the Board rejects the Owner's proposed buyer, then within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the subject Unit by a purchaser approved by the Board of Directors (including the Association itself) who will purchase (and to whom the Unit Owner must sell) the Unit upon the following terms:

.1 At the option of the Association to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Unit Owner and the other of whom shall be appointed by the Association, who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

.2 The purchase price shall be paid in cash. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later. If the Association shall fail to provide a purchaser upon the demand of the Unit Owner in the

manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval.

17.4.2 Qualifications for Membership. The Board of Directors may reject applications for title transfers only if a majority of the whole Board so votes. An applicant is not facially qualified for membership when any of the following factors are present, which factors will constitute grounds for disapproval:

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

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

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

.4 The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium or other residences as a tenant, or Owner;

.5 The person seeking approval failed to provide the information, fees or appearance required for processing the application in a timely manner;

.6 The Unit Owner requesting the transfer has had fines assessed against him or her which have not been paid; or,

.7 All Assessments and other Charges against the Unit have not been paid in full.

17.4.3 If the Board disapproves a prospective transfer on the grounds for disapproval set forth above, the Association shall have no duty to purchase the Unit or furnish an alternate purchaser, and the transaction shall not be made.

17.5 Transfer Fee. The Association may Charge a processing fee for the approval of transfers of title. The fee may not exceed the maximum permitted by law per transaction.

17.6 Unauthorized Transactions. Any sale, Lease, mortgage or other transfer of ownership or possession not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

18. METHOD OF AMENDMENT OF DECLARATION. Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

18.1 Proposal of Amendments. An amendment may be proposed by either a majority of the Directors or by twenty-five percent (25%) of the entire voting interests.

18.2 Proposed Amendment Format. Proposals to amend the existing Declaration of Condominium shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM. SEE ARTICLE NUMBER ____ FOR PRESENT TEXT."

18.3 Notice. Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

18.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of not less than 67% of the entire voting interests of the Association. Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Association, upon Board approval, without need for Association membership vote.

18.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Sarasota County Public Records according to law.

18.6 Automatic Amendment. Whenever Chapter 718, Florida Statutes (2012) Chapter 617, Florida Statutes (2012) or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in this Declaration of Condominium, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Owners, may adopt by majority vote, amendments to this Declaration of Condominium as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes (2012), or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

18.7 Proviso. Provided, however, that no amendment shall change the configuration or size of any Unit or change the share in the Common Elements appurtenant to it, or increase the Owner's share of the Common Expenses unless the record Owner of the Unit concerned and all

record Owners of the mortgages on such apartment shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

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

19.1 Termination Because of Economic Waste or Impossibility. Notwithstanding anything to the contrary in this Declaration, the condominium form of ownership may be terminated by a plan of termination approved by the percentage of Voting Interests necessary to amend the Declaration when (i) the total estimated cost of repairs necessary to restore the improvements to their former condition or bring them into compliance with applicable laws or regulations exceeds the combined fair market value of all Units in the Condominium after completion of the repair; or (ii) it becomes impossible to operate or reconstruct the Condominium in its prior physical configuration because of land use laws or regulations. It is the intent of this provision to incorporate Section 718.117(2) of the Act.

19.2 Optional Termination. Except as provided in Article 19.1.1, the condominium form of ownership may be terminated pursuant to a plan of termination approved by at least eighty percent (80%) of the total Voting Interests of the Condominium if not more than ten percent (10%) of the total Voting Interests of the Condominium have rejected the plan of termination by negative vote or by providing written objections thereto. It is the intent of this provision to incorporate the provisions of Section 718.117(3) of the Act.

19.3 Very Substantial Damage. If the Condominium suffers major damage as defined in Article 14, which shall mean that more than one-half the Units in the Condominium are rendered uninhabitable as determined in the sole discretion of the Board of Directors, the Condominium may be terminated if seventy-five percent (75%) of the total Voting Interests in the Condominium vote to approve a plan of termination.

19.4 Mortgage Lien-holders. Notwithstanding any provision to the contrary in this Declaration or Chapter 718, approval of a plan of termination by the holder of a recorded mortgage lien affecting a Condominium Parcel is not required unless the plan of termination would result in less than the full satisfaction of the mortgage lien affecting the Condominium Parcel. If such approval is required and not given, a holder of a recorded mortgage lien who objects to a plan of termination may contest the plan as provided in Section 718.117(16) of the Act.

19.4 Procedures for Termination and Sale. The termination of the Condominium via either of the methods set forth in 19.1 through 19.3 herein shall be as set forth in Section 718.117(4) – (20) of the Act.

19.5 Amendment. This Article 19 may be amended in the same manner in which this Declaration may be amended generally, as set forth in Article 18.

20. CONDEMNATION.

20.1 Awards. 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, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association, and if any fail to do so, a special assessment shall be made against a defaulting Unit Owner in the amount of this award, or the amount of the award shall be set off against any sums payable to that Owner.

20.2 Determination Whether to Continue Condominium. Whether the condominium will be continued after condemnation will be decided in the same manner as repair after casualty as set forth in Paragraph 14 hereof.

20.3 Distribution of Funds. If the Association is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be 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 Association is not terminated after condemnation, the size of the Association may be reduced. The Owners of condemned Units, if any, will share in awards and special assessments as provided below.

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

20.5 Units Reduced but Tenantable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, 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.

20.5.1 Restoration of Unit. The Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.

20.5.2 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.

20.5.3 Adjustment of Shares in Common Elements. If the floor area of a Unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the shares of all Unit Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

20.6 Units not Tenantable. If the taking of any entire Unit or so reduces the size of the Unit that it cannot be made tenantable, 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:

20.6.1 Payment of Award. The condemnation award immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagee(s).

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

20.6.3 Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner and to recondition the remaining portion of the Unit, the amount required for those purposes shall be raised by special assessment against all of the Unit Owners who will continue as Owners of any Unit after the changes in the condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Expenses after the changes effected by the taking.

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

20.8 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements that are necessitated by condemnation shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Board.

21. COMPLIANCE AND DEFAULT.

21.1 Duty to Comply; Right to Sue. Each Unit Owner, his tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, this Declaration, the documents creating the Association, the Bylaws and the Rules and Regulations. Action for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a Unit Owner against:

21.1.1 The Association;

21.1.2 A Unit Owner; or

21.1.3 Anyone who occupies a Unit as a tenant or is a guest in a Unit.

21.2 Waiver of Rights. The failure of the Association to enforce any right, provision, covenant, or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived 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.

21.3 Attorney's Fees. In any legal proceeding arising out of an alleged failure of a Unit Owner, tenant, guest, or invitee or the Association to comply with the requirements of the Condominium Act or the Condominium Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and a reasonable attorney's fee before trial, at trial and on appeal. The Association may also recover attorney's fees it incurs because of noncompliance with the Condominium Documents in cases where no court action is filed including, but not limited to, arbitration and pre-litigation fees incurred in the collection of delinquent Assessments, and fees reasonably incurred by the Association in obtaining compliance with the Condominium Documents. Said costs and fees shall be secured by a lien for Charges.

21.4 No Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owners under any terms, provisions, covenants, or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, or at law or in equity.

21.5 Waiver. The Association has the right to waive the application of one or more of the covenants or restrictions of the Condominium Documents, or to permit a deviation from said covenants or restrictions, as to any Unit where, in the discretion of the Board, circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event the Association fails to enforce violation of said covenants or restrictions, such actions or inactions shall not be deemed to prohibit nor restrict the right of the Association, or any other person having the right to enforce said covenants or restrictions, from insisting upon strict compliance with respect to all other Units, nor shall any such actions be deemed a waiver of any of the covenants or restrictions contained in the Condominium Documents as same may be applied in the future.

21.6 Notice of Lien or Suit.

21.6.1 Notice of Lien. A Unit Owner shall give to the Association written notice of every lien upon his Unit other than for permitted first mortgages, taxes and special assessments, within five (5) days after the Unit Owner receives actual notice of the attachment thereof.

21.6.2 Notice of Suit. A Unit Owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given five (5) days after the Unit Owner receives actual knowledge thereof.

21.6.3 Failure to Comply. Failure of an Owner to comply with this Section 21.6 will not affect the validity of any judicial suit; however, the failure may render the Owner liable to any party injured by such failure.

22. MISCELLANEOUS PROVISIONS.

22.1 The covenants and restrictions as herein contained, or forming a part of the Condominium Documents, shall be deemed to run with the land.

22.2 If any provision of the Condominium Documents hereto, as the same now exist or as may be later amended or any portion thereof, shall be held invalid by any Court, the validity of the remainder of said Condominium Documents shall remain in full force and effect.

22.3 These Condominium Documents shall be binding upon the heirs, nominees, successors, administrators, executors and assigns of all Unit Owners.

22.4 All notices shall be given as provided in the Bylaws.

22.5 There shall be no limitation upon sale, Lease or occupancy of any Unit based upon race, creed, color, sex, religion, national origin, handicap, or familial status. The Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Condominium Documents, when necessary to afford handicapped individuals the opportunity to enjoy the condominium premises.

22.6 The Developer granted to each Unit Owner a non-exclusive easement for streets, walks and other rights of way serving the Unit as a part of the Common Elements. All liens and leaseholds shall be subordinate and subsequent to the rights of easement herein granted to each Unit Owner.

22.7 All persons joining this Declaration subjects his or her interests to the provisions of this Declaration and the provisions of Chapter 718, Florida Statutes (2012) as the same now exist or may hereafter be amended or renumbered.

22.8 In the event of a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act, Section 718, Florida Statutes, shall control. In the event of a conflict between this Declaration and the other Condominium Documents, same shall be governed as provided in the Bylaws.

22.9 The Board of Directors of the Association shall be responsible for interpreting the provisions of this Declaration and of any exhibits attached hereto.

22.10 The headings and captions used in the Condominium Documents are solely for convenience sake and shall not be considered a limitation of any nature in interpreting the Condominium Documents.

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