

[Substantial rewording of the Declaration of Condominium. See existing Declaration of Condominium for present text.]

The submission of the land to the condominium form of ownership in the Original Declaration and the Amended Declaration is and will remain effective. By adoption of this Second Amended and Restated Declaration of Condominium of Baywood Colony Villas, a Condominium, Section Two, the Members of Baywood Colony Villas Association, Inc. hereby amend and restate the Amended Declaration and its exhibits in their entirety. The provisions of this Second Amended and Restated Declaration of Condominium shall be and are covenants running with the land and shall govern Baywood Colony Villas, a Condominium, Section Two, perpetually unless amended, modified or terminated as provided in this Second Amended and Restated Declaration of Condominium. This Second Amended and Restated Declaration of Condominium shall bind all persons and entities owning a condominium unit in Baywood Colony Villas, a Condominium, Section Two, and all persons claiming by, through or under them.

1.2 "Assessment" means and refers to a share of the funds required for the payment of Common Expenses, which from time to time is levied by the Association against a Unit and Unit Owner.

1.3 "Association" means and refers to Baywood Colony Villas Association, Inc., a corporation not for profit organized under the laws of the State of Florida for the operation of the Condominium.

1.4 "Association Property" means and refers to property owned by the Association.

1.5 "Board of Directors" means and refers to 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 as the "Board of Administration" in the Condominium Act.

1.6 "Bylaws" means and refers to the Amended and Restated Bylaws of Baywood Colony Villas Association, Inc. A copy of the Bylaws is attached hereto and incorporated herein as Exhibit "C" to this Declaration.

1.7 "Common Elements" means and refers to all of the property submitted to the condominium form of ownership that is not within the boundaries of a Unit including, without limitation, those items specified in this Declaration.

1.8 "Common Expenses" means and refers to those expenses incurred by the Association in the performance of its duties, including, without limitation, the expenses specified in Section 718.115, Florida Statutes, and this Declaration.

1.9 "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. Common Surplus shall be determined in the same manner as Common Expenses.

1.10 "Condominium Act" means and refers to Chapter 718, Florida Statutes, as it now exists or as it may be subsequently amended or renumbered from time to time in the future.

1.11 "Condominium Documents" or "Governing Documents" means and refers to, collectively, this Declaration; the Plat; the Articles of Incorporation; the Bylaws; and the Rules and Regulations of the Association.

1.12 "Condominium Parcel" means and refers to a Unit together with its Limited Common Elements, if any, together with its undivided share in the Common Elements appurtenant to said Unit and when the context permits, the term includes all appurtenances to the Unit.

1.13 "Condominium Property" means and refers to the land and property interests subjected to the condominium form of ownership under this Declaration, all improvements on the land as depicted on the Plat or replacement thereof of like kind and quality, and alterations or additions made to the Common Elements or Association Property by the Association and all easements and rights appurtenant thereto intended for

1 use in connection with the Condominium. Additions or alterations made to the Units or to
2 the Limited Common Elements or Common Elements by the Unit Owners, including any of
3 their predecessors in title, are not part of the Condominium Property. References in the
4 Condominium Documents to Condominium Property shall include Association Property,
5 unless indicated otherwise.
6

7 1.14 "Condominium" means and refers to Baywood Colony Villas, a
8 Condominium, Section Two, as a whole when the context so permits, as well as the
9 meaning stated in the Condominium Act.
10

11 1.15 "Declaration" means and refers to this Second Amended and Restated
12 Declaration of Baywood Colony Villas, a Condominium, Section Two.
13

14 1.16 "Florida Not For Profit Corporation Act" means and refers to Chapter 617,
15 Florida Statutes, as it now exists or as it may be subsequently amended or renumbered
16 from time to time in the future.
17

18 1.17 "Family" means and refers to one (1) natural person or group of two (2) or
19 more natural persons living together, each of whom is related to each of the others by
20 blood to the 2nd degree of consanguinity (parent, child, brother, sister, grandparent,
21 grandchild), marriage, legal custody or adoption; or not more than two persons not so
22 related, who reside together as a single housekeeping unit, along with their children, if any.
23

24 1.18 "Guest" means and refers to anyone other than a Unit Owner who uses or
25 occupies a Unit for no more than seven (7) consecutive days or no more than thirty (30)
26 days in a calendar year without consideration for such use or occupancy being given to the
27 Unit Owner, including any relative not within the second degree of consanguinity (parent,
28 child, brother, sister, grandparent, grandchild) to the Unit Owner.
29

30 1.19 "Institutional Mortgagee" means and refers to a bank, savings and loan
31 association, insurance company or union pension fund authorized to do business in the
32 State of Florida or an agency of the United States Government holding a first position
33 mortgage against a Unit or the holder of any first mortgage insured by any agency of the
34 United States Government, such as the Federal National Mortgage Association, Federal
35 Housing Authority or the Veterans' Administration.
36

37 1.20 "Limited Common Elements" means and refers to those Common
38 Elements which are reserved for the exclusive use of a certain Unit or Units to the
39 exclusion of other Units, as specified in this Declaration or on the Plat. Unless the context
40 requires otherwise, all references in this Declaration to Common Elements shall include
41 Limited Common Elements. Whenever a portion of the Condominium Property naturally
42 and exclusively services a particular Unit, and where the area in question lies outside the
43 boundaries of the Unit, the delegation of maintenance responsibility for the area in the
44 Declaration (by way of example, but not limitation, air conditioning compressors) shall
45 serve to define the area as a Limited Common Element.
46

1.21 "Limited Common Expense" means and refers to those expenses affiliated with the maintenance, repair, replacement, or reconstruction after casualty of a Limited Common Element, the costs of which are assessed only against the benefitting Unit Owner(s), as authorized by Section 718.113(1), Florida Statutes, and the Declaration.

1.22 "Member" means and refers to a member of the Association by virtue of being a record Owner of legal title to a Unit.

1.23 "Plat" or "Plat Book" means and refers to "Exhibit A" attached to this Declaration.

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

1.25 "Rent-sharing" means and refers to someone other than an approved occupant residing in a Unit for consideration or payment towards any rent payments due under an approved lease.

1.26 "Rules and Regulations" means and refers to those reasonable rules and regulations adopted, amended, rescinded or enforced 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. The Association may, but need not, record the Rules and Regulations in the Public Records of Sarasota County, Florida.

1.27 "Tenant" means and refers to anyone other than a Unit Owner who uses or occupies a Unit for consideration or uses or occupies a Unit for more than seven (7) consecutive days or more than thirty (30) days in a calendar year without consideration for such use or occupancy being given to the Unit Owner, including any relative not within the second degree of consanguinity (parent, child, brother, sister, grandparent, grandchild) to the Unit Owner.

1.28 "Unit" means and refers to that part of the Condominium Property subject to exclusive ownership or control.

1.29 "Unit Owner" means and refers to the record owner of legal title to a Condominium Parcel.

1.30 "Voting Interests" means and refers to the arrangement established in the Condominium Documents by which the Owner of each Unit individually or Owners collectively are entitled to one (1) vote on behalf of each of the fifty (50) Units within the Condominium.

ARTICLE 2

CONDOMINIUM NAME AND DESCRIPTION

1
2 2.1 Condominium Name. The name by which this Condominium shall be known and
3 identified is Baywood Colony Villas, a Condominium, Section Two. An additional condominium,
4 Baywood Colony Villas, a Condominium, Section One, was created on lands adjacent to or near
5 those of this Condominium, which said Section is operated and managed in conjunction with this
6 Condominium by the Association. The creation of Baywood Colony Villas, a Condominium, Section
7 One, did not merge the Common Elements of this Condominium and Baywood Colony Villas, a
8 Condominium, Section One. Each condominium will be and remain a separate condominium
9 under the laws of Florida, but will be operated and managed by the Association so that there may
10 be common control, unity of policy, procedure, management and purpose and sharing of the
11 recreational facility among both condominiums.

12
13 2.2 Condominium Description. The Condominium includes fifty (50) Units and
14 Common Elements, including Limited Common Elements appurtenant thereto, and Association
15 Property.

16
17 **ARTICLE 3**
18 **CONDOMINIUM UNITS**
19

20 3.1 Unit Boundaries. A Unit shall consist of the space bounded by a vertical projection
21 of the respective Unit boundary lines representing the inner surface of the exterior coatings of the
22 outside unfinished wall and, where applicable, the vertical plane bisecting the walls shared
23 between Units, and from the plane of the bottom of the foundation of the structure to the plane of
24 the peak of the roof and shall include the roof, roof surfacing (other than the outer surfaces of the
25 coverings on overhangs and sloping roofs), gravel stops, overhangs, eaves, gutters, downspouts,
26 window sills, porches, stoops, all projecting integral parts of the structure, utility room, the attached
27 or adjacent carport or garage, and that portion of any enclosed courtyard lying within the
28 boundaries of the Unit extended, whether indicated on the Plat or not. The attached or adjacent
29 carport is defined as that half of the carport structure on the Unit side of the vertical plane
30 perpendicular to the outside wall of the utility room, which plane bisects the structure. It includes
31 that portion of the roof, roof supports, eaves, gutters, downspouts, concrete floor and vertical
32 masonry supports on the Unit side of the structure.

33
34 **ARTICLE 4**
35 **COMMON ELEMENTS**
36

37 4.1 Common Elements. There shall be appurtenant to each of the Units, equal
38 ownership of the Common Elements. The Common Elements include the land and all other parts
39 of the Condominium Property not within the boundaries of a Unit unless otherwise provided herein.

40
41 4.1.1 Easements as may be necessary through units for conduits,
42 ducts, plumbing, wiring and other facilities for the furnishing of utility services to more than
43 one unit or to the Common Elements or for the maintenance of the Common Elements, are
44 hereby declared to be Common Elements.
45

1 4.1.2 Utility services. The property and installations in connection
2 therewith, acquired for the furnishing of services to more than one unit or to the Common
3 Elements, are hereby declared to be Common Elements.
4

5 4.1.3 All exterior coatings of the outside unfinished walls, and outer
6 surfaces of the coverings on overhangs and sloping roofs, excepting those of flat roofs and
7 the plastic, glass or screened surfaces of windows, doors or porches of the various Units,
8 which said flat roof surfaces, plastic, glass or screened surfaces will be part of such Unit
9 and are not Common Elements. Covering replacement or modification of all such roofs,
10 and plastic, glass or screened surfaces, however, must be approved in advance by the
11 Association.
12

13 4.2 Ownership, Use and Enjoyment. The Common Elements shall be owned in
14 common by all Unit Owners. The Unit Owners in the aggregate shall be entitled to equal and full
15 use and enjoyment of all the Common Elements, except as they may be restricted by the
16 reasonable and uniform Rules and Regulations duly adopted by the Board of Directors, which
17 usage shall always be in recognition of the mutual rights and responsibilities of each of the Unit
18 Owners. The Common Elements shall remain undivided and no Unit Owner shall bring any action
19 for partition or division of the whole or any part thereof.
20

21 4.3 Easements. The Board of Directors shall have the right to grant additional
22 easements under, over, across and through the Common Elements to such persons or entities and
23 for such purposes as the Board of Directors may deem appropriate by recording in the Public
24 Records of Sarasota County, Florida, an instrument duly executed by the President or Vice
25 President. Each of the following easements and easement rights is reserved through the
26 Condominium Property and is a covenant running with the land of the Condominium, and
27 notwithstanding any of the other provision of this Declaration, may not be revoked and shall survive
28 the exclusion of any land from the Condominium, unless released by all record title holders, lienors
29 and beneficiaries of such easement. None of the easements may be encumbered by any leasehold
30 or lien other than those on the Condominium Parcels. Any lien encumbering these easements shall
31 automatically be subordinate to the rights of the Unit Owners with respect to such easement.
32

33 4.3.1 Utility and Other Easements. Easements over, through, above and
34 beneath the Units and other portions of the Condominium Property for conduits, ducts,
35 plumbing, wiring and other facilities for the furnishing of Utility Services to the Units and the
36 Common Elements; provided, however, that such easements through a Unit shall be only
37 according to original development unless approved in writing by the Unit Owner. The
38 Association, through the Board of Directors, has the power, without joinder of any Unit
39 Owner, to grant, modify or move easements such as electric, gas, cable television, or other
40 access, utility or service easements, or relocate any existing easements, in any portion of
41 the Common Elements or Association Property, as the Board of Directors shall deem
42 necessary or desirable for the proper operation and maintenance of the Condominium.
43 Such easements, or the relocation of existing easements, may not prevent or
44 unreasonably interfere with the use of the Units.
45

46 4.3.2 Ingress and Egress. A non-exclusive easement shall exist in favor of each
47 Unit Owner and occupants, their respective Guests, Tenants, licensees and invitees, as

well as for the benefit of Baywood Colony Villas, a Condominium, Section One, for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and 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.

4.3.3 Unintentional and Non-Negligent Encroachments. If a Unit shall encroach upon any Common Element or Limited Common Element, or upon any other Unit, by reason of original construction or by the non-purposeful or non-negligent act of the Unit Owner, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If a Common Element or Limited Common Element shall encroach upon any Unit by reason of original construction or the non-purposeful or non-negligent act of the Association, then an easement appurtenant to such Common Element or Limited Common Element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

4.4 Recreation Facilities. As evidenced in a Warranty Deed recorded in Official Records Book 1276, Page 969, Public Records of Sarasota County, Florida, the Association has purchased the recreational facilities described in the Recreation Facility Lease, and owns those recreational facilities as Association property, which Lease is recorded at Official Records Book 914, Pages 48 through 60, Public Records of Sarasota County, Florida. As stated in the Warranty Deed, the Recreation Facility Lease remains in effect; therefore, as indicated in the Lease, all Units governed by the Association shall be responsible in equal 1/84 shares for all expenses of whatever nature, including mortgage and interest, arising in regard to the recreation facilities described in the Warranty Deed and Recreation Facility Lease. Upon nonpayment of such expenses by a Unit Owner, the Association is entitled to the remedies set forth in the Recreation Facility Lease, this Declaration, the Second Amended and Restated Declaration of Condominium of Baywood Colony Villas, a Condominium, Section Two, the Articles, the Bylaws, and the Condominium Act. At the discretion of the Board of Directors, these expenses may be included in the maintenance assessment materials delivered to the Unit Owners, and collected at the same time and in the same manner as the Assessments.

ARTICLE 5

PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND SHARING OF COMMON EXPENSES

5.1 Each Owner of a Condominium Parcel shall be entitled to an equal, undivided interest in and to the Common Elements and any Common Surplus, and conversely, shall be liable for the payment of a share of the Common Expenses, which share and interest shall be a 1/50 share.

5.2 Common Expenses. The Common Expenses of the Condominium shall be assessed in equal shares against all Unit Owners. In addition to the Common Expenses identified in Section 718.115, Florida Statutes, the Common Expenses include all expenses properly incurred by the Association, including, but not be limited to, the following:

1
2 5.2.1 Common Elements. Expenses incurred in the maintenance, preventative
3 maintenance, repair, replacement or protection of the Common Elements, Association Property
4 and those portions of the Condominium Units the Association is obligated by this Declaration to
5 maintain, repair and/or replace.
6

7 5.2.2 Declared Expenses. Expenses declared Common Expenses by provisions of the
8 Condominium Act, this Declaration, the Articles of Incorporation or the Bylaws and any valid charge
9 against the Condominium Property as a whole.
10

11 5.2.3 Insurance. Premiums on Association insurance policies required or allowed by
12 the provisions of this Declaration or by Section 718.111(11), Florida Statutes and other applicable
13 law, including but not limited to fire, casualty, liability, employee theft, umbrella, directors and
14 officers and other insurance as provided herein.
15

16 5.2.4 Management and Administrative Fees. Costs of operation, management and
17 maintenance of the Condominium and the administrative costs of the Association, including,
18 without limitation, professional fees, legal fees, management expenses and all other expenses of
19 carrying out the powers and duties of the Association.
20

21 5.2.5 Utility Services. Costs of water, electricity and other utilities that are not
22 separately metered to the individual Units.
23

24 5.2.6 Labor, Materials and Supplies. Costs of labor, material and supplies used in
25 conjunction with the Common Elements or operation of the Association.
26

27 5.2.7 Alterations and Improvements. The costs of material alterations or substantial
28 improvements, or additional lands, leaseholds or other possessory or use rights in lands or
29 facilities, or memberships or other interests in recreational facilities, purchased as part of the
30 Common Elements for the benefit of all the Members upon the vote required by the Declaration.
31

32 5.2.8 Repair of Damages. The costs of repair of damages to the Condominium
33 Property caused by casualty in excess of insurance coverage.
34

35 5.2.9 Hurricane Protection. The expense of installation, replacement, operation,
36 repair, and maintenance of hurricane protection upon any portion of the Condominium Property,
37 but only if so provided by resolution adopted by the Board of Directors pursuant to Sections
38 718.115(1)(e) and 718.113(5), Florida Statutes.
39

40 5.2.10 Governmental Requirements. Any items or services required by any federal,
41 state, or local governmental entity to be installed upon or supplied to the Condominium Property by
42 the Association, including, but not limited to, fire safety equipment or water and sewer services for
43 a master meter that services the Condominium.
44

45 5.2.11 Driveways, Private Roadways, and Parking Spaces. Any maintenance, repair
46 and/or replacement of any driveways, private roadways, or parking spaces which are reasonably
47 related to the general benefit of the Unit Owners even if such expenses do not attach to the
48 Common Elements or Condominium Property.
49

50 5.2.12 Foreclosed Assessments. If any unpaid share of the Common Expenses or
51 Assessments is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure,

1 the unpaid share of Common Expenses or Assessments are Common Expenses collectible from
2 all the Unit Owners.

3
4 5.2.13 Communication Services. The cost of communication services as defined in
5 Chapter 202, Florida Statutes, and basic cable expense, unless the provider of such services bills
6 the Unit Owners directly, but only if so elected by the Board of Directors. The Board may elect from
7 time to time to provide such communication services and basic cable expenses to all Units as a
8 Common Expense.

9
10 5.2.14 Miscellaneous Costs and Expenses. If so elected by the Board of Directors, the
11 expenses of waste management, water, exterior lighting, and bulk interior and exterior pest control
12 and all other costs and expenses that may be duly incurred by the Association, through its Board of
13 Directors, from time to time in operating, protecting, administering, insuring, managing and
14 conserving the Condominium Property and in carrying out its duties and responsibilities as
15 provided by the Condominium Act, the Not-For-Profit Corporation Act, this Declaration, the Articles
16 of Incorporation or the Bylaws.

17
18 **ARTICLE 6**
19 **MAINTENANCE, ALTERATIONS AND IMPROVEMENTS**

20
21 6. Maintenance, Repair and Replacement. Responsibility for the maintenance, repair
22 and replacement of the Condominium Property, and restrictions upon the alteration and
23 improvements thereof, shall be as follows:

24
25 6.1 By the Association. The responsibility of the Association shall be as
26 follows:

27
28 6.1.1 To maintain, repair and replace all Common Elements and
29 Association Property, except for the 3' planting area located immediately outside
30 the boundaries of a Unit, and any incidental damage to a Unit, or any portion of the
31 Condominium Property for which a Unit Owner is responsible for maintenance,
32 caused by the Association performing its maintenance obligations hereunder.

33
34 6.1.2 To maintain, repair and replace all conduits, ducts, plumbing,
35 wiring and other facilities for the furnishing of utility services contained in the
36 portions of a Unit maintained by the Association and all such facilities contained
37 within a Unit that services part or parts of the Condominium Property other than
38 the Unit within which contained.

39
40 6.1.3 The Association, its agents or employees, shall have the
41 irrevocable right to have access to each Unit from time to time at reasonable hours
42 as may be necessary for the maintenance, repair or replacement of any Common
43 Elements therein, or for making repairs therein necessary to prevent damage to
44 the Common Elements, or to other Units, and for the purpose of carrying out any
45 of the Association's responsibilities under this Declaration.

46
47 6.1.4 To alter, add to or improve the Common Elements or Association
48 Property as determined appropriate by the Board of Directors, provided that any

1 material alteration or substantial addition exceeding \$10,000.00 shall first be
2 approved by two-thirds (2/3) of the Total Voting Interests. Such approval may be
3 by ballot or proxy at an Association meeting or by written agreement. Approval of
4 the membership shall not be required for expenditures related to maintenance,
5 repair, replacement, preventative maintenance, compliance with valid
6 governmental orders or for security measures necessitated by conditions or
7 events.
8

9 6.2 By the Unit Owner. The responsibility of the Unit Owner shall be as
10 follows:
11

12 6.2.1 To maintain, repair and replace at his or her own expense and
13 without unreasonably disturbing the rights of other Unit Owners, all portions of his
14 or her Unit except he or she shall not be required to maintain any portions of a Unit
15 to be maintained by the Association.
16

17 6.2.2 Not to paint or otherwise decorate or change the appearance of
18 any portion of the exterior of a Unit without first obtaining the written approval of
19 the Association. The Board shall have the authority to impose a fine upon the Unit
20 Owner for any painting of, decorating or change in the appearance of the exterior
21 of a Unit without first having obtained the written approval of the Association.
22

23 6.2.3 To promptly report to the Association any defect or need for
24 repairs for which the Association is responsible.
25

26 6.2.4 Not to make any alterations in the portions of the improvements of
27 the Condominium which are to be maintained by the Association, or remove any
28 portion thereof to make additions thereto, or to do any work which would
29 jeopardize the safety or soundness of the Unit or impair any easement without first
30 obtaining the written approval of the Association..
31

32 6.2.5 To maintain, repair and replace at his or her own expense the 3'
33 planting area located immediately outside his or her Unit and all Limited Common
34 Elements appurtenant to his or her Unit.
35

36 6.2.6 The maintenance, repair and replacement of the Units and their
37 components, and any alterations, additions and improvements thereto, shall be the
38 responsibility of the Unit Owner, at his or her sole expense. The responsibility of
39 the Unit Owner shall include, but not be limited to, all components located within
40 the inner surfaces of the exterior coatings of the outside unfinished walls and,
41 where applicable, the vertical plane bisecting the walls shared between Units, and
42 from the plane of the bottom of the foundation of the structure to the plane of the
43 peak of the roof, including the roof, roof surfacing (other than the outer surfaces of
44 the coverings on overhangs and sloping roofs), gravel stops, overhangs, eaves,
45 gutters, downspouts, window sills, porches, stoops, all projecting integral parts of
46 the structure, utility room, attached or adjacent carport (including the roof and roof
47 structure) or garages, and that portion of any enclosed courtyard lying within the

1 boundaries of the Unit extended. After obtaining the prior written approval of the
2 Board of Directors or installing and caring for landscaping in accordance with
3 guidelines established from time to time by the Board of Directors that may allow
4 Unit Owners to proceed without formal approval by the Board of Directors, a Unit
5 Owner may plant flowers, shrubs and landscaping in the area immediately
6 surrounding his or her Unit (approximately three feet (3') wide) provided the Unit
7 Owner shall be responsible for all maintenance of the area, including the trimming
8 of the landscaping, watering, weeding and the replacement of the plants as
9 needed. Further, the responsibility of the Unit Owner shall also include
10 maintenance, repair and replacement of both the interior and exterior portions of
11 windows, doors (except for painting of the exterior of doors which shall be the
12 responsibility of the Association), and similar apertures and all frames, framing and
13 screening thereof. However, a Unit Owner must obtain approval of the Board of
14 Directors for the following: any maintenance, repair or replacement of the roof and
15 roof surfacing; modification, replacement or covering of plastic, glass or screened
16 surfaces; provided that, repairs which do not alter the original design may be made
17 in emergencies and may remain upon subsequent approval by the Board of
18 Directors. Moreover, the responsibility of the Unit Owner shall also include fixtures,
19 equipment, installation, appliances and internal utility services located within the
20 Unit boundaries, including water, electric, sewage, and heating and air-
21 conditioning systems. In regard to the electric system, the Unit Owner shall be
22 responsible to maintain, repair or replace components of such system (including
23 electrical conduit, wire, switches, fixtures and equipment) located on the unit side
24 of the electric meter servicing the Unit, but not including the meter itself. In regard
25 to the water system, the Unit Owner shall be responsible to maintain, repair or
26 replace all components in the hot and cold water system located within a Unit's
27 boundary and located between the Unit boundary and the Unit shutoff valve, but
28 not including the shutoff valve itself. In regard to the sewage system, the Unit
29 Owner is responsible to maintain, repair and replace all components located within
30 a Unit's boundary or on the Unit side of the junction point within the Unit where the
31 line enters a line shared by another Unit. In regard to a Unit's heating and air-
32 conditioning system, a Unit Owner shall be responsible to maintain, repair and
33 replace all components of such individual Unit systems wherever located.
34

35 6.2.7 Common Elements and Association Property. The maintenance,
36 repair and replacement of the Common Elements and the Association Property
37 and their components (including any vegetation located upon the Common
38 Elements or the Association Property, however established but excluding the
39 landscaping located in the immediate area around each Unit which is to be
40 maintained by the Unit Owner), and any alterations, additions and improvements
41 thereto, and the dowel fences and concrete or masonry supports for same plus all
42 approved shadow-box privacy fences up to the first 16 feet extending from the
43 utility building, shall be the responsibility of the Association.
44

45 6.3 Failure to Maintain and Repair a Unit. In the event the Owner of a Unit fails or
46 refuses to properly maintain, repair or replace any portion of the Unit or Limited Common Elements
47 as required by this Declaration within a reasonable time, the Board of Directors shall have the right

1 to proceed in a court of equity or in arbitration to seek compliance with the foregoing provisions,
2 and shall be entitled to recover court costs and reasonable attorney's fees, including appellate
3 attorney's fees. Additionally, the Board shall have the right to undertake such maintenance, repair
4 or replacement and charge the Unit Owner and the Unit for the necessary sums to make necessary
5 repairs, improvements or corrections, plus an amount, to be determined by the Board of Directors,
6 not to exceed twenty-five percent (25%) of the total amount thereof to cover overhead and
7 administrative costs of the Association. After reasonable advanced written notice, the Board shall
8 have the right for its agents or employees to enter a Unit, perform the necessary work and collect
9 the amount due from the Unit Owner. The amount shall be due and payable within thirty (30) days
10 after written notice of the charge is provided to the Unit Owner. If such charge remains unpaid after
11 said thirty (30) day time period, the unpaid amounts shall accrue interest at the highest rate
12 allowed by law and the Association may proceed to collect such Charges via a common law lien.

13
14 6.4 Owner Caused Damage. Each Unit Owner shall be liable to the Association and/or
15 other Unit Owners for the expenses of any maintenance, repair or replacement of the
16 Condominium Property, made necessary by his intentional act, omission or negligence, or by that
17 of any member of his Family or his or their Guests, invitees, employees, contractors, agents, or
18 lessees. If any condition, defect or malfunction existing within a Unit or Limited Common Elements
19 which the Unit Owner is obligated to maintain, if caused by the Owner's negligence or failure to
20 comply with the Condominium Documents or applicable law, shall cause damage to the Common
21 Elements, Association Property, or to other Units, the Owner of the offending unit shall be liable to
22 the person or entity responsible for repairing the damaged areas for all costs of repair or
23 replacement not paid by insurance (including the deductible) and without waiver of any insurer's
24 subrogation rights, provided that such responsibility shall be conditioned on the neighboring Unit(s)
25 being adequately insured based on local standards and conditions.

26
27 Further, any claim of a Unit Owner against the Association or another Unit Owner relative
28 to damage to the Condominium Property, to the extent the Association or other Unit Owner might
29 otherwise be liable pursuant to the Condominium Documents or applicable law, shall be predicated
30 upon said Unit Owner being adequately insured based on local standards and conditions. Each
31 Unit Owner shall be responsible for obtaining and maintaining adequate insurance, such as a
32 Condominium HO-6 Insurance Policy, to protect those portions of the Condominium Property that
33 the Unit Owner is responsible for maintaining, repairing and replacing. Should any Unit Owner fail
34 to maintain such insurance, any claim will be reduced to the extent such Unit Owner's insurance, if
35 obtained pursuant to the above-described standards, would have provided coverage or
36 compensation for the loss. The requirement that the individual Unit Owner obtain insurance shall
37 not be construed to confer any additional liability on the Association or Unit Owners, but is intended
38 to require Unit Owners and the Association to respectively insure risks that are customarily
39 experienced in Condominiums located in Florida's coastal communities, Condominiums in general,
40 including but not limited to damages occasioned by windstorms, hurricanes, tornadoes, floods,
41 rainstorms, bursting pipes, water seepage and leakage, and mold and mildew, if such coverages
42 are available. If one or more of the Units involved is not occupied at the time a damage incident is
43 discovered (regardless of the cause), the Association, or its designated representative, may enter
44 the Unit(s) without prior notice to the Owner(s) and take reasonable action to mitigate damage or
45 prevent its spread, at the Unit Owner's expense. The Association may, but is not obligated to repair
46 the damage without the prior consent of the Owner, in the event of an emergency, and the Owner

1 shall be responsible for reimbursement of the Association, with the cost being secured by a lien for
2 Charges.
3

4 6.5 Additional Unit Owner Responsibility for Alterations and Additions. The Unit Owner
5 shall be financially responsible for the insurance, maintenance, repair, care and preservation of the
6 modifications, installations or additions and shall execute such documents as the Association may
7 promulgate accepting said financial responsibility. Any modification, alteration, or addition to the
8 Condominium Property made by a Unit Owner may be required to be removed in connection with
9 the Association's maintenance of the Common Elements. In such cases, the Unit Owner who
10 installed the alteration, addition, or improvement (and/or their successors in title) shall be obligated
11 to reimburse the Association for any costs affiliated with removal and/or re-installation of the item,
12 with said obligation being secured by a right of lien for Charges of equal dignity to the Common
13 Expense lien created by this Declaration, or alternatively, said Owner may be required to remove
14 and re-install said additions, if so determined by the Board of Directors. Further, the Association, its
15 contractors and agents, shall not be liable for any damage to the item arising out of its removal
16 and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the
17 Association or its contractor or agent.
18

19 **ARTICLE 7** 20 **ASSESSMENTS AND CHARGES** 21

22 7.1 Liability for Assessments and Charges. A Unit Owner, regardless of how title is
23 acquired, including a purchaser at a judicial sale, shall be liable for all Assessments and Charges
24 coming due while he, she or it is the Unit Owner. Except as provided in in Section 7.6 below, any
25 person or entity which acquires title to a Unit shall be jointly and severally liable with their
26 predecessor in title for all unpaid Assessments and Charges against the predecessor for his/her
27 share of the Charges and Assessments, including attorney's fees and other costs and expenses of
28 collection incurred by the Association up to the time of the transfer, without prejudice to any right
29 the transferee may have to recover from the transferor the amounts paid by the transferee. The
30 liability for Assessments or Charges may not be avoided by waiver of the use or enjoyment of any
31 Common Elements or by the abandonment of the Unit for which the Assessments or Charges are
32 made. All payments on account shall be first applied to accrued interest, then to late charges, then
33 to collection costs, then to attorney's fees incurred incident to collection and then to the
34 Assessment payment first due. The foregoing shall be applicable notwithstanding any restrictive
35 endorsement, designation, or instruction placed on or accompanying a payment. The Board of
36 Directors may waive or reduce interest, late fees, costs, and its attorney's fees as it deems
37 appropriate; however, the Board of Directors shall not waive or reduce Assessments.
38

39 7.2 Default in Payment of Assessments for Common Expenses. Assessments and
40 Charges, and installments thereof, not paid within ten (10) days from the date when they are due
41 shall incur a late fee and bear interest, compounded daily, in an amount as may be determined by
42 the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law
43 (currently a \$25 or 5% of Assessment late fee and 18% interest for delinquent period). The Board
44 may accelerate unpaid Assessments in the manner prescribed by law. Any bank transaction fees
45 incurred by a Unit Owner are the responsibility of the Unit Owner. For Owners who are more than
46 ninety (90) days past due with payment of Assessments, the Association is authorized to: suspend
47 the right of the Owner to use the Common Elements and/or suspend the voting rights of the Owner,

1 in accordance with Section 718.303, Florida Statutes, until the Owner has paid all monetary
2 obligations due the Association.

3
4 7.3 Claim of Lien. The Association has a lien on each Condominium Unit for any
5 unpaid Assessments or Charges on such parcel, with interest, late charges and for reasonable
6 attorney's fees, costs, and other collection expenses, including those expenses provided in
7 contracts between the Association and third parties, including but not limited to community
8 association management companies or firms, incurred by the Association incident to the collection
9 of the Assessment or Charge or enforcement of the lien. No lien may be recorded until the
10 Association has provided notice of intent to place a lien, as required by the Condominium Act, as
11 amended from time to time. The Association's costs and expenses in preparing and sending such
12 notice (including but not limited to attorney's fees, contractual collection expenses, postage, and
13 other costs and expenses reasonably incurred) and may be added to the amounts claimed due in
14 the pre-lien notice and if not timely paid, shall be secured by the Association's lien. The lien is in
15 effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall be
16 signed and acknowledged by an officer or agent of the Association. Upon recording, the
17 Association's claim of lien shall relate back to the date of the filing of the original Declaration of
18 Condominium. Upon payment in full, the Condominium Parcel is entitled to a satisfaction of the
19 lien. The Association may bring an action in its name to foreclose a lien for Assessments or
20 Charges in the manner a mortgage of real property is foreclosed and may also bring an action to
21 recover a money judgment for the unpaid Assessments or Charges or without waiving any claim of
22 lien.

23
24 7.4 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered
25 until at least thirty (30) days after the Association gives written notice to the Unit Owner of its
26 intention to foreclose its lien to collect the unpaid Assessments. The notice must be given by
27 delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to
28 the Unit Owner. If after diligent search and inquiry the Association cannot find the unit Owner or a
29 mailing address at which the Unit Owner will receive the notice, the court may proceed with the
30 foreclosure action and may award attorney's fees and costs as permitted by law. The notice
31 requirements of this sub-section are satisfied if the Unit Owner records a Notice of Contest of Lien
32 as provided in the Act, as amended from time to time.

33
34 7.5 Attachment of Rental Income When Unit is Delinquent. Notwithstanding any other
35 remedy available to the Association under this Declaration, the Bylaws, or applicable law, the
36 Association shall have the following options when payments of Assessments or Charges are 90
37 days or more delinquent. The Association may, without order of the Court, direct rental income (by
38 written notice to the Tenant with copy to Unit Owner) from Units in default to be paid directly to the
39 Association until all outstanding Assessments, Charges, interest, costs, collection expenses,
40 attorney's fees and receiver's fees, if applicable, are satisfied. As an alternative, the Association
41 may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a
42 personal suit, or otherwise, to have rental proceeds paid on account of a Unit in default paid
43 directly to the Association, the court registry, or a receiver, as the Court may direct. The
44 Association may choose any of these courses of action as the Board of Directors deems
45 appropriate without same constituting a waiver or election of remedies.

1 7.6 Institutional Mortgagees. The priority of the Association's lien and the obligation for
2 payment of past due Assessments or Charges in relation to a first position Institutional Mortgagee
3 who obtains title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by
4 Section 718.116, Florida Statutes, as subsequently amended from time to time.

5
6 7.7 Possession of Unit. Any person who acquires an interest in a Unit, except First
7 Mortgagees through foreclosure of first mortgage of record (or deed in lieu thereof), including
8 without limitation persons acquiring title by operation of law, shall not be entitled to occupancy of
9 the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments and
10 other Charges due and owing by the former Owner, if any, have been paid. Possession shall be
11 subject to all other Association requirements pertaining thereto.

12
13 7.8 Certificate of Unpaid Assessments. Any Unit Owner has the right to require from
14 the Association a certificate showing the amount of unpaid Assessments against him or her with
15 respect to his or her Unit.

16
17 7.9 Lien for Charges. There is created by this Declaration a common law and
18 contractual lien to secure payment for any service which the Association provides for an individual
19 Unit Owner or expenses which the Association incurs in regard to a Unit Owner and which is not
20 otherwise secured by the statutory lien for Common Expenses. For example, a lien for Charges
21 exists to secure repayment to the Association when it must remove or reinstall Unit Owner
22 alterations or items of Unit Owner insurance, maintenance, repair or replacement responsibility in
23 connection with the Association's discharge of its Common Element maintenance responsibilities, or
24 address emergency situations, such as water extraction or mold remediation from a Unit. The lien
25 for Charges shall be of equal priority to, shall accrue interest and late fees, and shall be foreclosed
26 in the same manner as the Common Expense lien, including the right to recover attorney's fees,
27 costs and expenses of collection.

28
29 7.10 Money Judgment. In addition to its other remedies provided herein and by the
30 Condominium Act, the Association may also sue a Unit Owner to recover a money judgment for
31 unpaid Assessments without waiving the lien securing the same. Interest shall accrue on all final
32 judgments obtained by the Association at the highest lawful rate per annum.

33
34 **ARTICLE 8**
35 **INSURANCE, REPAIR AND REBUILDING**
36

37 8.1 Owner's Insurance Responsibility. Each Unit Owner should obtain and maintain
38 casualty (property) and liability insurance on the Unit and all personal property and insurable
39 improvements within the boundaries of the Unit in an amount equal to the replacement cost
40 thereof. If a Unit is destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane
41 or other casualty, the Unit Owner shall cause repair or replacement to commence within six (6)
42 months after the date of such damage or destruction and diligently pursue repair or replacement to
43 restore the improvements to substantially their original character, design and appearance, and
44 shall utilize and conform with the original foundation and appearance, except as otherwise
45 approved by the Association, which approval may come through the Board of Directors or other
46 entity or committee charged with architectural review. In no event shall any repair or replacements
47 not be completed within twelve (12) months after the date of damage or destruction.

1
2 8.1.1 Failure to Repair or Reconstruct. If a Unit Owner fails to commence or
3 complete construction to repair or replace damaged or destroyed improvements within the
4 above time limits, the Association may give the Unit Owner written notice of the default
5 hereunder. Within thirty (30) days after the date of the Association providing the Unit
6 Owner such notice of default, if the Unit Owner has not provided the Association a timeline
7 acceptable to the Association for such repair or replacement to be commenced and
8 completed, the Association may proceed to undertake and complete such repairs or
9 replacement to substantially restore the improvements to their original condition according
10 to the plans and specifications of the original improvements, or like kind. If the Association
11 elects to undertake such repair or replacement, the Unit Owner shall be deemed to have
12 assigned to the Association any and all rights the Unit Owner may have to insurance
13 proceeds as a result of such damage or destruction and the Association may levy Charges
14 against the Unit and Unit Owner for any cost or expense in excess of insurance coverage.
15

16 8.2 Association's Insurance Responsibility. The Association, as agent for and on
17 behalf of the Unit Owners and their respective mortgagees, shall procure, maintain and pay for as
18 part of the Common Expense the following insurance in an adequate amount as determined by the
19 Board of Directors, to-wit:
20

21 8.2.1 Property insurance providing primary coverage for all portions of the
22 Condominium Property as originally installed or replacement of like kind and quality, in
23 accordance with the original plans and specifications and all alterations or additions made
24 to the Condominium Property or Association Property pursuant to Section 718.113(2),
25 Florida Statutes. The property insurance shall cover all Common Elements.
26

27 8.2.2 General Liability insurance covering all Common Elements and operation
28 of the Condominium and Association.
29

30 8.2.3 Worker's Compensation insurance to meet the requirements of law.
31

32 8.2.4 Directors and Officers Liability coverage and such other insurance
33 coverage as the Board of Directors, in its discretion, may determine from time to time to be
34 in the best interests of the Association and Unit Owners.
35

36 8.2.5 Flood insurance covering the Condominium Property, at the discretion of
37 the Board of Directors.
38

39 All insurance policies covering Common Elements and Condominium Property
40 shall provide for the insurance proceeds covering any loss to be payable to the Association, and
41 the same shall be received and held by the Association for the benefit of the Owners of the Units
42 involved and their respective mortgagees as their interests may appear and shall be used, applied
43 or distributed in the manner hereinafter provided. The Association is hereby declared to be
44 appointed as authorized agent for all Owners of Units for the purpose of negotiating or agreeing to
45 a settlement as to the value or extent of any loss which may be covered under such insurance
46 policy and is granted the full right and authority to execute in the favor of any insurer a release of
47 liability arising out of any occurrence covered by any policy procured by the Association pursuant

1 to the foregoing. The Association shall furnish proof of insurance to holders of mortgages on any of
2 the Units, if requested.
3

4 **ARTICLE 9**
5 **USE RESTRICTIONS**
6

7 9.1 Restrictions upon Use. Use of the Condominium Property shall be in accordance
8 with the following provisions so long as the Condominium exists and these use restrictions shall be
9 for the benefit of and enforceable by all Owners of Units in this Condominium and the Association.
10 These use restrictions will be enforced as follows: (a) violations should be reported to the Board of
11 Directors, in writing; (b) violations will be called to the attention of the violating Unit Owner, and the
12 Owner's Tenant, Guest, invitee or licensee, if applicable, by the Board of Directors or its agent; (c)
13 any disagreements concerning violations will be presented to the Board of Directors or a panel of
14 owners pursuant to statute for a determination, in its sole and absolute discretion, as to whether a
15 violation exists, and (d) Unit Owners are responsible for compliance by their family members,
16 Guests, invitees, employees and Tenants with the Declaration, the Bylaws and the Rules and
17 Regulations of the Association.
18

19 9.1.1 Improvements. All Units shall be and remain of like exterior design,
20 shape, color and appearance as other Units of the same class or type. No Unit Owner
21 shall alter or modify the size, shape, color or structure of any exterior surface of his or her
22 Unit, including entrance doors, windows, shutters, screens, porches or balconies, nor
23 improve, plant, replant or replace any trees, bushes or sod, or remove fill dirt, without
24 obtaining the prior written approval of the Association. To obtain the Association's
25 approval, the Unit Owner shall submit a proposal to the Board of Directors which shall
26 include a description of the proposed change, the plans and specifications, and any other
27 information or documents reasonably required by the Board of Directors.
28

29 9.1.2 Nuisance. The Condominium Property, including a Unit, shall not be used
30 for any immoral, improper or unlawful purpose and no use or behavior shall be allowed
31 which will create a public or private nuisance, nor which shall unreasonably interfere with
32 the quiet possession or enjoyment of the Condominium Property, nor which becomes a
33 source of annoyance to another Unit Owner or resident of a Unit, or which will increase
34 insurance rates. Unit occupants shall not permit any activities that cause loud and
35 objectionable noises, offensive odors or fumes or any hazard to health. A determination of
36 loud and objectionable noises, offensive odors or fumes or hazard shall be entirely within
37 the discretion of the Board of Directors. All property shall be kept in a neat and orderly
38 manner. The Common Elements shall be used for the purpose of furnishing services and
39 facilities as herein provided for the welfare and enjoyment of all residents. The
40 Condominium Property shall be used in accordance with all federal, state and local laws
41 and ordinances.
42

43 9.1.3 Occupancy of Units; Single-Family Residence. A Condominium Unit shall
44 be used as a private residence only for the Unit Owner(s), and his or her Family, or a
45 Tenant(s) and his or her Family. Units may not be used for commercial or business
46 purposes. Unit Owners, Tenants and their family members may use Units for "home office"
47 or "telecommuting" purposes, provided that such uses are confined solely within the Unit;

cannot be seen, heard or smelled by other residents of the Condominium; do not involve customers or clients coming onto the Condominium Property; do not involve the posting of any signage in the Condominium or 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 delivery services. No Unit may be divided or subdivided into a smaller Unit nor any portion separately sold or otherwise transferred. Notwithstanding anything herein to the contrary, no more than two (2) persons per bedroom shall be permitted to reside in any Unit, excluding temporary occupants and Guests.

9.1.4 Pets. Unit Owners shall be permitted to bring within the Condominium and keep in the Unit at any single point in time no more than one cat and one dog not exceeding twenty-five (25) pounds, and caged birds and fish; provided however that in the event any pet becomes a nuisance to the other Unit Owners in the sole opinion of the Board of Directors, such animals shall be removed from the Unit within a reasonable time upon request. Unit Owners must immediately pick up all solid wastes of their pets and dispose of such wastes appropriately. All pets, including cats, must be kept on a leash or carried at all times when outside the Unit. No animal shall be kept or bred within the Condominium Property for commercial purposes. The Association will comply with all federal, state, and local laws regarding Service Animals and Emotional Support Animals. No Unit Owner, Tenant, Guest, invitee or licensee shall feed wildlife within the Condominium Property. All pets shall be registered with the Board of Directors and inoculated as required by law. No pet may be tied or staked to a tree within the Condominium Property. Dogs and cats in violation of the twenty-five (25) pound weight limitation which are in residence upon the date of the adoption of this amendment may remain on the premises, subject to the other terms of this paragraph, until they pass away or are otherwise permanently removed from the premises.

9.1.5 No Condominium Parcel or Unit shall be divided or subdivided or severed from the realty, and no structural alterations or changes shall be made within said Unit without obtaining the prior written approval of the Association. To obtain the Association's approval, the Unit Owner shall submit a proposal to the Board of Directors which shall include a description of the proposed change, the plans and specifications, and any other information or documents reasonably required by the Board of Directors. After the Board of Directors' approval of an Architectural Request, a valid building permit issued by any governmental agency with jurisdiction over the work must be obtained and properly displayed.

9.1.6 Without obtaining the prior written approval of the Association, no light fixtures, wires, TV antennas, satellite dishes, air conditioners, permanent generators, aerials or structures of any sort shall be erected, constructed or maintained on the exterior of the building, except for the improvements that form a part of the original structure, although a person may install satellite dishes that do not exceed one meter (39.37") upon a Unit. To obtain the Association's approval, the Unit Owner shall submit a proposal to the Board of Directors which shall include a description of the proposed change, the plans and specifications, and any other information or documents reasonably required by the Board of Directors. Electrical devices that unreasonably interfere with TV or WiFi service shall be prohibited.

1
2 9.1.7 Rubbish, Refuse and Garbage. No person shall allow any rubbish, refuse,
3 garbage or trash to accumulate in places other than being placed in Unit Owner
4 receptacles. All such receptacles shall be stored in a discrete location away from view of
5 the street and common areas, except that such receptacles may be placed curbside the
6 night before a scheduled pick-up and shall be removed from curbside no later than the day
7 following a scheduled pick-up.
8

9 9.1.8 No Unit shall be the subject to partition in kind and all Unit Owners, by
10 their acceptance of a conveyance of any Unit, waive any right to a partition in kind.
11

12 9.1.9 Permanent generators using propane propellant are permissible once
13 approved by the Board of Directors so long as the equipment is installed by authorized,
14 licensed, fully insured and bonded contractors and that the propane tanks are installed
15 according to applicable building code and ordinances and are placed underground.
16

17 9.1.10 No Unit Owner, Tenant, Guest, Occupant or Invitee shall permit or suffer
18 anything to be done or kept within the Condominium Property which will increase
19 insurance rates on any insurance maintained by the Association.
20

21 9.1.11 Signs. Except for signs installed by the Association, no signs of any kind
22 may be installed, affixed or placed on the Condominium Property without the prior written
23 approval of the Association. This sign prohibition shall include signs within Unit windows
24 as well as windows of vehicles parked within the Condominium but shall not include
25 bumper stickers affixed to vehicles within the Condominium. The Association may adopt
26 reasonable Rules and Regulations governing signs and offensive or obscene bumper
27 stickers placed upon vehicles parked within the Condominium.
28

29 9.1.12 Fire or Health Hazard. No person shall allow any fire or health hazard to
30 exist in a Unit or on the Common Elements.
31

32 9.1.13 Equal Right to Use Common Elements. There shall be no use of the
33 Common Elements in such a manner as to abridge the equal rights of the other Unit
34 Owners to their use and enjoyment.
35

36 9.1.14 Loud Noises. In order to ensure the peaceful enjoyment of Unit ownership
37 and promote a congenial community, radios, stereos, television sets and other musical
38 players should be turned down to a reasonable volume at all times so that any sounds
39 emanating therefrom shall not be heard outside of a Unit. In order to ensure the peaceful
40 enjoyment of Unit ownership and promote a congenial community, radios, stereos,
41 television sets and other musical players should be turned down to a reasonable volume at
42 all times so that any sounds emanating therefrom shall not be heard outside of a Unit. All
43 other unnecessary noises (such as the playing of pianos and other musical instruments
44 slamming doors, outdoor wind chimes, and indoor domestic birds) between the hours of
45 10:00 p.m. local standard time and 8:00 a.m. local standard time should be avoided.
46

1 9.1.15 Hurricane Preparation. Each Unit Owner who plans to be absent from his
2 or her Unit during the hurricane season must prepare his or her Unit prior to departure. No
3 Unit Owner shall install hurricane or storm shutters without the prior written approval of the
4 Board of Directors. The Board shall have the right to adopt additional Rules and
5 Regulations regarding hurricane shutters and protection, including but not limited to, rules
6 regarding type, design, color, location and use thereof. The installation, replacement and
7 maintenance of such hurricane shutters in accordance with this paragraph shall not be
8 deemed to be a material alteration of the Common Elements or Limited Common
9 Elements.

10
11 9.1.16 Abide by Documents and Rules and Regulations. No person or entity
12 within the Condominium Property shall fail or refuse to conform to and abide by this
13 Declaration; the Articles of Incorporation; the Bylaws; and the uniform Rules and
14 Regulations which may be adopted from time to time by the Board of Directors of the
15 Association.

16
17 9.1.17 Parking. Except as set forth below, only conventional passenger
18 automobiles may be parked in any parking area within the Condominium Property and only
19 if the automobile has a current license tag affixed to it. A "conventional passenger
20 automobile" shall be limited to those vehicles which are primarily used as passenger motor
21 vehicles, and which have a body style consisting of two doors, four doors, hatchback,
22 convertible, station wagons or minivans which do not exceed 18' in length, and sport utility
23 vehicles and similar vehicles provided they are in a condition substantially similar to that
24 which existed when they were sold by the manufacturer and specifically excluding vehicles
25 that have been modified by increasing height, off-road tires, roll bars and the like. No
26 commercial vehicle, boat, boat trailer, trailer, jet ski, camper, mobile home, tractor, golf
27 cart, golf car, motorized scooter, pick-up truck, motorcycle or moped shall be parked within
28 the Condominium Property unless parked wholly within an enclosed garage, except that
29 commercial vehicles may park within the Condominium Property on a temporary basis
30 while making deliveries to or from the Condominium or during the actual furnishing of
31 services but may not park upon any lawn or landscaped surface. A vehicle will be deemed
32 a commercial vehicle if commercial lettering or signs are painted upon or affixed to,
33 including magnets and wraps, the vehicle or if commercial equipment is placed upon the
34 vehicle. No vehicle unable to operate on its own power or displaying apparent body or
35 collision damage shall remain within the Condominium Property for a period of more than
36 twenty-four (24) consecutive hours and no maintenance of any vehicle shall be made on or
37 within the Condominium Property. Storage of vehicles with covered tarps must be in a
38 carport. No vehicle shall be parked in such a manner as to impede or prevent access to
39 another owner's parking space. The Association is authorized to order the removal or
40 towing, at the owner's expense, of any vehicle parked within the Condominium Property in
41 violation of this Declaration. Boats, trailers, commercial and recreational vehicles may be
42 temporarily parked in a parking area when they are being actively loaded or unloaded, but
43 not for more than twenty-four (24) hours.

44
45 9.1.18 No clothing, rugs, drapes, spreads or household articles or goods of any
46 sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same
47 from any window or door and no furniture, bicycles, paddleboards or any items may be

1 stored in the carports or outside of Units without the prior written consent of the Board of
2 Directors provided, however, in the event the Board of Directors exercises its rulemaking
3 authority to specifically permit certain items then those items may be stored in those areas
4 without the need for obtaining the prior written consent of the Board of Directors
5

6 **ARTICLE 10**

7 **LEASING OF UNITS**

8

9 10.1 Renting or Leasing. The renting or leasing of a Unit shall be subject to the
10 following, which shall not apply to any Unit or Units owned by the Association:
11

12 10.1.1 Only Units in their entirety may be leased and no individual rooms in a
13 Unit may be rented.
14

15 10.1.2 "Rent-sharing" and subleasing is prohibited.
16

17 10.1.3 A Unit Owner may not lease his, her or its Unit for a period of less than
18 thirty (30) consecutive days or more than once within a twelve (12) month
19 period. However, the Board of Directors may approve a second lease of a Unit during a
20 twelve (12) month period on a case by case basis for good cause shown.
21

22 10.1.4 The Board of Directors may refuse and/or prohibit lease extensions or
23 renewals to a Tenant who has violated the Condominium Documents or in the case of a
24 Unit in violation of the Condominium Documents or a Unit Owner who is delinquent in any
25 monetary obligation to the Association.
26

27 10.1.5 Board's Right of Approval. All leases shall be subject to prior approval of
28 the Association. For purposes hereof, occupancy of a Unit by a person or persons in the
29 absence of the owner, except for parents, children, grandchildren or siblings of the owner
30 or his spouse, shall be deemed a lease and must be approved by the Association. Within a
31 reasonable time, not less than twenty (20) days prior to the commencement of the
32 proposed lease term, a Unit owner or his agent shall apply to the Association for approval
33 of such lease on the application form prescribed by the Association. The owner or the
34 intended lessee shall furnish such information as the Association may reasonably require,
35 including a copy of the proposed lease and the prospective lessee shall make himself or
36 herself available for a personal interview by the screening committee prior to the approval
37 of such lease. It shall be the owner's obligation to furnish the lessee with a copy of all
38 pertinent condominium documents including this Declaration and current Rules. Each
39 lease, or addendums attached thereto, shall contain an agreement of the tenant to comply
40 with this Declaration and all other documents governing or affecting the condominium;
41 shall contain a provision appointing the Association as agent for the owner so the
42 Association may act on behalf of the owner to enforce the lease, evict the tenant, or
43 otherwise; and shall contain a provision authorizing the tenant to pay rental directly to the
44 Association upon receipt of written notification from the Association that the owner is
45 delinquent in paying assessments; and if the lease does not so provide, it shall be deemed
46 to include such provisions. The owner shall not be relieved of any liability or responsibility
47 hereunder by virtue of the existence of said lease or any of the foregoing provisions. It shall

1 be the duty of the Association to notify the Unit Owner of approval or disapproval of such
2 proposed lease within fourteen (14) days after receipt of the application for lease on the
3 prescribed form with all required information and the personal interview of the proposed
4 lessee, whichever date last occurs. The Association has the authority to require, as a
5 condition to permitting the leasing of a Unit, the depositing with the Association of a
6 security deposit up to the highest amount allowable by law which may be placed by the
7 Association in an account without interest. Upon termination of occupancy of the Unit by
8 the lessee, the Association may deduct from the security deposit an amount equal to any
9 actual or anticipated expenses occasioned but not limited to damage to the common
10 elements and the limited common elements. Each tenant shall be jointly and severally
11 liable with the Unit Owner for any damages to the common elements or Association
12 property or other injuries or damage caused by the acts, omissions or negligence of such
13 tenants or those claiming by, through or under them. Any amounts remaining from the
14 security deposit after such amounts are deducted shall be returned to the lessee by the
15 Association not later than fifteen (15) days from the date of notice to the Association of the
16 termination of occupancy of the Unit by Lessee. The Board of Directors shall have the
17 authority to approve or disapprove all leases and renewals or extensions thereof in
18 accordance with this Declaration, which authority may be delegated to a committee or
19 agent.
20

21 10.1.6 Tenant Conduct, Remedies. If a Tenant refuses or fails to abide by the
22 Condominium Documents, the Unit Owners(s) shall be responsible for the conduct of the
23 Tenant and shall be subject to all remedies set forth in the Condominium Documents and
24 Florida law, without waiver of any remedy available to the Association as to the Tenant.
25 The Unit Owner shall have the duty to bring his or her Tenant's conduct into compliance
26 with the Condominium Documents by whatever action is necessary, including without
27 limitation the institution of eviction proceedings without notice to cure, where legally
28 permissible. If the Unit Owner fails or refuses to bring the conduct of the Tenant into
29 compliance with the Condominium Documents, the Association shall have the authority to
30 act as the irrevocable agent of the Unit Owner to undertake whatever action is necessary
31 to abate the Tenant's noncompliance, including without limitation the right to institute an
32 action for eviction against the Tenant in the name of the Association, or as agent of the Unit
33 Owner. The Association shall have the right to recover any costs or fees, including
34 attorney's fees, incurred in connection with such actions from the Unit Owner which shall
35 be secured by a continuing lien on the Unit in the same manner as assessments for
36 Common Expenses.
37

38 10.1.7 Use of Common Elements During Tenancy. When a Unit is occupied by a
39 Tenant or Guest, in the absence of an Owner, the Owner(s) of the Unit may not use the
40 Common Elements, but during that time the Common Elements may only be used by the
41 occupants of the Unit and Guests in the presence of an occupant of the Unit. When a Unit
42 is unoccupied, an Owner of the Unit may use the Common Elements but may permit
43 another person to enter the Condominium Property only when accompanied by the Unit
44 Owner. Nothing in this Paragraph shall interfere with the access rights of the Unit Owner
45 as a landlord pursuant to Chapter 83, Florida Statutes.
46

1 10.1.8 Assignment of Rent. In order to ensure a timely and complete payment of
2 all Assessments and other monetary obligations due the Association, all Unit Owners
3 leasing their Units irrevocably assign to the Association the right to collect rent payments
4 from any Tenant as further provided herein, until all monies owed the Association are paid
5 in full. To the extent the Board of Director's requests a Unit Owner to do so, the Unit
6 Owner shall execute a separate assignment of rents agreement as a condition precedent
7 to leasing his or her Unit.
8

9 10.1.9 Application of Rents. All rents collected by the Association from a Tenant
10 or Owner from this assignment shall be applied first to past due interest, late fees and
11 costs, attorney's fees, and then to the delinquent Assessment or other monetary obligation
12 until all funds owed the Association are paid in full. Any funds that may be collected by the
13 Association in excess of a Unit Owner's obligation shall be remitted to the Unit Owner by
14 the Association within a reasonable amount of time.
15

16 10.1.10 Association as Agent. Each Owner assigns to the Association the right to
17 take legal action against any Tenant for the non-payment of rents to the Association
18 pursuant to the assignment of rent authority provided herein, including the right to
19 terminate the lease and evict the Tenant and all occupants. The Association shall enjoy all
20 rights and privileges enjoyed by the Unit Owner under applicable landlord/tenant law but
21 shall not be considered a landlord under Chapter 83, Florida Statutes, and specifically
22 shall have no obligations under Section 83.51, Florida Statutes.
23

24 **ARTICLE 11**
25 **SALES AND OTHER TRANSFERS OF UNITS**
26

27 11.1 Maintenance of Community Interests. In order to maintain a community of
28 congenial Unit Owners who are financially responsible, and thus protect the value of the Units, the
29 use and transfer of Units by any Owner shall be subject to the following provisions, which shall not
30 apply to any Unit or Units owned by the Association:
31

32 11.1.1 Ownership by Corporations, Partnerships, Limited Liability Companies,
33 Trusts or Other Artificial Entities. A Unit may be owned in trust, or by a corporation,
34 partnership, limited liability company ("LLC"), or other entity which is not a natural person if
35 approved in the manner provided elsewhere herein. The intent of this provision is to allow
36 flexibility in estate, financial, or tax planning. The approval of a partnership, trustee, or
37 corporation, LLC, or other entity as a Unit Owner shall be conditioned upon designation by
38 the Owner of one natural person to be the "Primary Occupant." The Primary Occupant
39 shall be the person entitled to vote on behalf of the Unit, and exercise rights of
40 membership. Any change in this Primary Occupant shall be treated as a transfer of
41 ownership by sale or gift subject to the provisions of the Condominium Documents. No
42 more than one such change will be approved in any twelve (12) month period. Unit Owners
43 of record as of the adoption of this provision shall be required to designate a "Primary
44 Occupant" within forty-five (45) days of the effective date hereof, which is the date of
45 recording in the public records of Sarasota County.
46

47 11.1.2 Transfers Subject to Approval.

11.1.2.1.1 Sale or Other Transfer. No Unit Owner may dispose of the Unit or any interest in same by sale or other title transfer, without the 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 the prior written approval by the Board of Directors.

11.1.2.1.2 Gift. If any Unit Owner shall acquire his title by gift, the continuance of his or her ownership of the Unit shall be subject to the approval of the Board of Directors. Notice must be given to the Association at least forty-five (45) 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 to the gifting Owner by blood or adoption.

11.1.2.1.3 Devise or Inheritance. 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.

11.1.2.1.4 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.

11.1.2.1.5 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, trustee 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.

11.2 Approval by Association.

11.2.1 Notice to Board of Directors and to Other Unit Owners.

11.2.1.1 Sale. A Unit Owner intending to make a bona fide sale of his or her Unit or any interest in it shall give to the Board of Directors and to any other Owner of such Unit written notice of such intention, together with the name and address of the intended purchaser, an executed copy of the unredacted purchase agreement and its exhibits and such other information concerning the intended purchaser and the transaction as the Board may reasonably require. The Board may require, without limitation, a criminal background investigation, past residency

1 and/or employment verification, personal references and an interview of the
2 proposed purchaser(s) and all proposed Unit occupants. Such notice at the Unit
3 Owner's option may include a demand by the Unit Owner that the Association
4 furnish a purchaser of the Unit if the proposed purchaser is not approved;
5 however, the Association shall not be obligated to purchase the Unit if the transfer
6 of the Unit is denied for good cause as set forth in this Declaration.
7

8 11.2.1.2 Gift, Devise or Inheritance; Other Transfers. A Unit Owner who
9 has obtained his title by gift, devise or inheritance, or by any other manner not
10 previously considered, shall give to the Board of Directors notice of acquiring his
11 or her title, together with such information concerning the Unit Owner as the Board
12 of Directors may reasonably require and a certified copy of the instrument
13 evidencing the Owner's title.
14

15 11.2.1.3 Failure to Give Notice. If the above required notice to the Board
16 of Directors and to any other Owner of such Unit is not given, then at any time
17 after receiving knowledge of a transaction or event transferring ownership or
18 possession of a Unit, the Board of Directors at its election and without notice may
19 approve or disapprove the transaction or ownership. If the Board of Directors
20 disapproves the transaction or ownership, the Board of Directors shall proceed as
21 if it had received the required notice on the date of such disapproval.
22

23 11.2.2 Certificate of Approval.
24

25 11.2.2.1 Sale. If the proposed transaction is a sale, then within forty-five
26 (45) days after receipt of such notice and information, including a personal
27 interview if requested by the Board of Directors, the Board of Directors must either
28 approve or disapprove the proposed transaction.
29

30 11.2.2.2 Gift, Devise or Inheritance; Other Transfers. If the Unit Owner
31 giving notice has acquired his title by gift, devise or inheritance, or in any other
32 manner, then within forty-five (45) days after receipt of such notice and information
33 the Board of Directors, including a personal interview if requested by the Board of
34 Directors, must either approve or disapprove the continuance of the Unit Owner's
35 ownership of his Unit.
36

37 11.2.2.3 Approval of Occupant. If a Unit Owner or purchaser is a
38 corporation, partnership, trust, limited liability company, some other entity, the
39 approval of ownership by the corporation, partnership, trust, other entity shall be
40 conditioned upon approval of a Primary Occupant.
41

42 11.3 Disapproval by Board of Directors. If the Board of Directors shall disapprove a
43 transfer of ownership of a Unit for reasons other than those provided in Paragraph 11.3.4, the
44 matter shall be disposed of in the following manner:
45

46 11.3.1 Sale. If the proposed transaction is a sale, then within forty-five (45) days
47 after receipt of such notice and information the Association shall deliver or mail by certified

1 mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser
2 approved by the Board of Directors (including the Association or another Unit Owner) who
3 will purchase and to whom the Unit Owner must sell the Unit upon the following terms:
4

5 11.3.1.1 At the sole option of the Association to be stated in the
6 agreement, the price to be paid shall be that stated in the disapproved contract to
7 sell or shall be the fair market value determined by arbitration in accordance with
8 the then existing rules of the American Arbitration Association, except that the
9 arbitrators shall be two appraisers, one of whom shall be appointed by the Unit
10 Owner and the other of whom shall be appointed by the Association, who shall
11 base the determination upon an average of their appraisals of the Unit; and a
12 judgment of specific performance of the sale upon the award rendered by the
13 arbitrators may be entered in any court of competent jurisdiction. The expense of
14 the arbitration shall be shared equally by the parties.
15

16 11.3.1.2 The purchase price shall be paid in cash. The sale shall be
17 closed within forty-five (45) days after the delivery or mailing of the agreement to
18 purchase, or within ten days after the determination of the sale price if such is by
19 arbitration, whichever is the later. If the Association shall fail to provide a purchaser
20 upon the demand of the Unit Owner in the manner provided, or if a purchaser
21 furnished by the Association shall default in his agreement to purchase, then
22 notwithstanding the disapproval, the proposed transaction shall be deemed to
23 have been approved and the Association shall furnish a certificate of approval.
24

25 11.3.2 Gifts, Devise, or Inheritance; Other Transfers. If the Unit Owner giving
26 notice has acquired his title by gift, devise, or inheritance, or in any other manner, then
27 within forty-five (45) days after receipt from the Unit Owner of the notice and information
28 required to be furnished, the Board of Directors shall deliver or mail by certified mail to the
29 Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the
30 Board of Directors (including the Association itself) who will purchase and to whom the Unit
31 Owner must sell the Unit upon the following terms:
32

33 11.3.2.1 The sale price shall be the fair market value determined by
34 agreement between the seller and purchaser within forty-five (45) days from the
35 delivery or mailing of such agreement. In the absence of agreement as to price,
36 the price shall be determined by arbitration in accordance with the then existing
37 rules of the American Arbitration Association, except that the arbitrators shall be
38 two appraisers, one of whom shall be appointed by the Association and the other
39 of whom shall be appointed by the Unit Owner, who shall base their determination
40 upon an average of their appraisals of the Unit; and a judgment or specific
41 performance of the sale upon the award rendered by the arbitrators may be
42 entered in any court of competent jurisdiction. The expense of the arbitration shall
43 be shared by the parties.
44

45 11.3.2.2 The purchase price shall be paid in cash. The sale shall be
46 closed within forty-five (45) days following the determination of the sale price. If the
47 Board of Directors shall fail to provide a purchaser as required by this instrument,

1 or if a purchaser furnished by the Association shall default in his agreement to
2 purchase, then notwithstanding the disapproval such ownership shall be deemed
3 to have been approved, and the Association shall furnish a certificate of approval
4 as elsewhere provided, which shall be recorded in the public records of Sarasota
5 County, Florida, at the expense of the Unit Owner.
6

7 11.3.3 Approval of the Association shall be withheld only if a majority of the entire
8 Board so votes. The Board shall consider the following factors and may confer with
9 counsel in reaching its decision. The Board of Directors may consider any relevant
10 information when reaching its decision to approve or not approve the proposed gift, sale or
11 other transfer of a Unit.
12

13 11.3.4 The following factors will be deemed to constitute "good cause" for
14 disapproval of a sale, lease or other transfer:
15

16 11.3.4.1 The application for approval on its face, or subsequent
17 investigation thereof, indicates that the person seeking approval intends to
18 conduct himself or herself in a manner inconsistent with the Condominium
19 Documents.
20

21 11.3.4.2 The person seeking approval (which shall include all proposed
22 occupants) has been convicted of a felony involving violence to persons or
23 property, any sex crime, or demonstrating dishonesty or moral turpitude.
24

25 11.3.4.3 The person seeking approval has a record of financial
26 irresponsibility, including without limitation bankruptcies, foreclosures, outstanding
27 financial judgments, or bad debt.
28

29 11.3.4.4 The Owner allows a prospective Owner or Tenant to take
30 possession of the Unit prior to approval by the Association as provided for herein.
31

32 11.3.4.5 The person seeking approval has a history of disruptive behavior
33 or disregard for the rights and property of others as evidenced by his or her
34 conduct in other social organizations, communities or associations, or by conduct
35 in this Condominium as a tenant, Unit Owner or occupant of a Unit.
36

37 11.3.4.6 The person seeking approval failed or refused to provide the
38 information, fees or appearance required to process the application in a timely
39 manner.
40

41 11.3.4.7 All Assessments, fines and other Charges against the Unit or the
42 Unit Owner have not been paid in full, provided however, the Association may
43 grant approval subject to payment in full as a condition of the approval.
44

45 11.3.5 If the Association disapproves a prospective transfer for "good cause" as
46 set forth above, the Association shall have no duty to purchase the Unit or furnish an
47 alternative purchaser, and the transaction shall not be made.

1
2 11.4 Transfer Fee. The Association may charge a processing fee for the approval of
3 transfers of title or leases (to cover the costs of processing the application, the costs of criminal
4 background check, credit check, etc.). The fee may not exceed the maximum permitted by law per
5 transaction (currently \$100). The Association or its authorized agent may also charge a reasonable
6 fee for the preparation of a certificate, commonly known as an estoppel certificate, stating all
7 assessments and other monies owned to the Association by the Unit Owner with respect to the
8 Condominium Parcel. The fee for the preparation of such certificate shall be established by a
9 written resolution of the Board or provided for in a management, bookkeeping, or maintenance
10 contract.

11
12 11.5 Unauthorized Transactions. Any sale or lease not authorized pursuant to the terms
13 of this Declaration shall be void unless subsequently approved by the Association. There shall be
14 no limitation upon sale, lease or occupancy of any Unit based upon race, creed, color, sex, religion,
15 national origin, handicap or familial status.

16
17 **ARTICLE 12**
18 **AMENDMENTS**
19

20 12 Amendment of Declaration of Condominium.

21
22 12.1 Proposal of Amendments. An amendment may be proposed by a majority
23 of the Directors or by not less than thirty-five percent (35%) of the eligible Voting Interests of the
24 Association.

25
26 12.2 Proposed Amendment Format. Proposals to amend the existing
27 Declaration of Condominium shall contain the full text of the article to be amended. New words
28 shall be underlined and words to be deleted shall be ~~lined through~~. If the proposed change is so
29 extensive that this procedure would hinder rather than assist understanding, a notation must be
30 inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING
31 OF DECLARATION OF CONDOMINIUM. SEE ARTICLE NUMBER ____ FOR PRESENT TEXT."
32

33 12.3 Notice. Copies of proposed amendments shall be included in the notice of
34 any meeting at which a proposed amendment is to be considered or in connection with
35 documentation for action without a meeting.

36
37 12.4 Adoption of Amendments. A resolution for the adoption of a proposed
38 amendment must be approved by the affirmative vote of not less than two-thirds (2/3) of the eligible
39 Voting Interests of the Association present, in person or by proxy, at a duly noticed membership
40 meeting called for such purpose at which a quorum is present.

41
42 12.5 Effective Date. An amendment when adopted shall become effective upon
43 being recorded in the Public Records of Sarasota County, Florida with a Certificate of Amendment
44 according to law.

45
46 12.6 Automatic Amendment. Whenever Florida Statutes or other applicable
47 statutes or administrative regulations are amended to impose procedural requirements less

1 stringent than set forth in this Declaration of Condominium, the Board may operate the Association
2 pursuant to the less stringent requirements. The Board, without a vote of the Owners, may adopt
3 by majority vote, amendments to this Declaration of Condominium as the Board deems necessary
4 to comply with such operational changes as may be enacted by future amendments to Chapters
5 617 and 718, Florida Statutes, or such other statutes or administrative regulations as required for
6 the operation of the Association.

7
8 12.7 Proviso. Provided, however, that no amendment shall change the
9 configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the
10 Owner's share of the Common Expenses, unless the record Owner of the Unit concerned and all
11 record Owners of the mortgages on such Unit shall join in the execution of the amendment, and all
12 other Unit Owners approve the amendment.

13
14 12.8 Execution and Recording. A copy of each Declaration amendment shall be
15 attached to a certificate certifying that the amendment was duly adopted, which certificate shall be
16 executed by the President or Vice President and attested to by the Secretary or Assistant
17 Secretary, with the formality of a deed. The amendment shall be effective when such certificate
18 and copy of the amendment are recorded in the Official Records of Sarasota County, Florida.

19
20
21
22 **ARTICLE 13**
23 **TERMINATION**
24

25 13.1 Termination. The Condominium may be terminated in accordance with Section
26 718.117, Florida Statutes.

27
28 13.1.1 Certificate. The termination of the Condominium shall be evidenced by a
29 certificate of the Association executed by its President and Secretary certifying as to the
30 facts effecting the termination. Termination shall be effective when that certificate is
31 recorded in the Public Records of Sarasota County, Florida.

32
33 13.1.2 Shares of Owners after Termination. After termination of the
34 Condominium, the Unit Owners shall own the Condominium Property and all assets of the
35 Association as tenants in common in undivided shares that shall be the same as the
36 undivided shares in the Common Elements and Limited Common Elements appurtenant to
37 the Owner's Unit prior to the termination.

38
39 **ARTICLE 14**
40 **CONDEMNATION**
41

42 14.1 Awards. The taking of all or any part of the Condominium Property by
43 condemnation or eminent domain shall be deemed to be a casualty to the portion taken, and the
44 awards for that taking shall be deemed to be proceeds from insurance on account of the casualty.
45 Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards
46 with the Association, and if any fail to do so, a special assessment shall be made against a

1 defaulting Unit Owner in the amount of this award, or the amount of the award shall be set off
2 against any sums payable to that Owner.

3
4 14.2 Determination Whether to Continue Condominium. Whether the Condominium will
5 be continued after condemnation will be decided in the same manner as repair after casualty.

6
7 14.3 Distribution of Funds. If the Association is terminated after condemnation, the
8 proceeds of all awards and special assessments will be deemed to be Association Property and
9 shall be owned and distributed in the manner provided for insurance proceeds when the
10 Condominium is terminated after a casualty. If the Association is not terminated after
11 condemnation, the size of the Association may be reduced. The Owners of condemned Units, if
12 any, will share in awards and special assessments as provided below.

13
14 14.4 Association as Agent. The Association is hereby irrevocably appointed as each
15 Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority
16 for the purpose of realizing just compensation for the taking.

17
18 14.5 Units Reduced but Habitable. If the taking reduces the size of a Unit and the
19 remaining portion of the Unit can be made habitable, the awards for the taking of a portion of that
20 Unit shall be used for the following purposes in the order stated, and the following changes shall be
21 effected in the Condominium.

22
23 14.5.1 Restoration of Unit. The Unit shall be made habitable. If the cost of the
24 restoration exceeds the amount of the award, the additional funds required shall be
25 assessed against the Owner of the Unit.

26
27 14.5.2 Distribution of Surplus. The balance of the award, if any, shall be
28 distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance
29 being made payable jointly to the Owner and mortgagees.

30
31 14.5.3 Adjustment of Shares in Common Elements. If the floor area of a Unit is
32 reduced by the taking, the number representing the share in the Common elements
33 appurtenant to the Unit shall be reduced in the proportion by which the floor area of the
34 Unit is reduced by the taking and then the shares of all Unit Owners in the Common
35 elements shall be restated as percentages of the total of the numbers representing their
36 original shares as reduced by the taking.

37
38 14.6 Units Not Habitable. If the taking of any entire Unit or so reduces the size of the
39 Unit that it cannot be made habitable, the award for the taking of the Unit shall be used for the
40 following purposes in the order stated, and the following changes shall be effected in the
41 Condominium:

42
43 14.6.1 Payment of Award. The condemnation award immediately prior to the
44 taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the
45 remittance being made payable jointly to the Owner and mortgagee(s).

1 14.6.2 Addition to Common Elements. If possible and practical, the remaining
2 portion of the unit shall become a part of the Common Elements and shall be placed in
3 condition for use by all Unit Owners in the manner approved by the Board.
4

5 14.6.3 Assessments. If the amount of the award for the taking is not sufficient to
6 pay the fair market value of the condemned Unit to the Unit Owner and to recondition the
7 remaining portion of the Unit, the amount required for those purposes shall be raised by
8 special assessment against all of the Unit Owners who will continue as Owners of any Unit
9 after the changes in the Condominium effected by the taking. The Assessments shall be
10 made in proportion to the shares of those Owners in the Common Expenses after the
11 changes effected by the taking.
12

13 14.6.4 Arbitration. If the fair market value of a Unit prior to the taking cannot be
14 determined by agreement between the Unit Owner and the Association within 30 days
15 after notice by either party, the value shall be determined by arbitration in accordance with
16 the then existing rules of the American Arbitration Association, except that the arbitrators
17 shall be two appraisers, one of whom shall be appointed by the Unit Owner and the other
18 of whom shall be appointed by the Association, who shall base their determination upon an
19 average of their appraisals of the Unit; and a judgment of specific performance of the sale
20 upon the award rendered by the arbitrators may be entered in any court of competent
21 jurisdiction. The expense of the arbitration shall be shared by the parties.
22

23 14.7 Taking of Common Elements. Awards for the taking of Common Elements shall be
24 used to make the remaining portion of the Common Elements usable in the manner approved by
25 the Board of Directors. The balance of such awards, if any, shall be distributed to the Unit Owners
26 in the shares in which they own Common Expenses after adjustment of these shares on account of
27 the condemnation. If a Unit is mortgaged, the remittance shall be paid jointly to the Owner and
28 mortgagee(s) of the Unit.
29

30 14.8 Amendment of Declaration. The changes in Units, in the Common Elements and in
31 the ownership of the Common Elements that are necessitated by condemnation shall be evidenced
32 by an amendment of the Declaration of Condominium that need be approved only by a majority of
33 all Directors of the Board.
34

35 **ARTICLE 15** 36 **MISCELLANEOUS** 37

38 15.1 Duty to Comply; Right to Sue. Each Unit Owner, his Tenants, family members,
39 Guests and invitees, and the Association shall be governed by and shall comply with the provisions
40 of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws and the Rules
41 and Regulations. Actions for damages or for injunctive relief, or both, for failure to comply may be
42 brought by the Association or by a Unit Owner against: (a) The Association; (b) A Unit Owner; or (c)
43 Anyone who occupies a Unit as a family member, Tenant or a Guest. Unit Owners shall be jointly
44 and severally liable for violations of the Condominium Documents committed by their family
45 members, Tenants, or Guests.
46

1 15.2 Severability. Each and every covenant contained in this Declaration and all
2 documents incorporated herein shall be construed as being separate and independent, and in the
3 event that any of the same are determined to be invalid or unenforceable, the remainder of the
4 provisions hereof shall not be affected thereby but shall remain valid and enforceable to the extent
5 permitted by law.

6
7 15.3 Conflict. In the event of a conflict, the Condominium Documents shall govern in the
8 following descending order:

- 9
10 (1) this Declaration of Condominium;
11 (2) the Articles of Incorporation;
12 (3) the Bylaws; and
13 (4) the Rules and Regulations.

14
15 15.4 Construction. The provisions of this Declaration shall be liberally construed to
16 effectuate its purpose of creating a uniform plan for the operation of a Condominium.

17
18 15.5 Interpretation. The Board of Directors is responsible for interpreting the provisions
19 of the Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations of the
20 Association. The Board's interpretation shall be binding upon all parties unless wholly
21 unreasonable. A written opinion rendered by the Association's legal counsel that an interpretation
22 adopted by the Board of Directors is not wholly unreasonable shall conclusively establish the
23 validity of such interpretation.

24
25 15.6 Covenants Running with the Land and Enforcement. The provisions of this
26 Declaration, the Articles of Incorporation, the rights and obligations established thereby shall be
27 deemed to be covenants running with the land so long as the property herein binding upon each
28 and all of the Unit owners, their respective heirs, representatives, successors, assigns, purchasers,
29 lessees, grantees, and mortgagees. By the recording or acceptance of a deed conveying a Unit or
30 any interest therein or any ownership interest in the property whatsoever, the person to whom such
31 Unit or interest is conveyed shall be deemed to have accepted or agreed to be bound by, and
32 subject to all the provisions of the Condominium Act, this Declaration, the Articles of Incorporation,
33 the Bylaws and the Rules and Regulations. The Association and each Unit Owner are hereby
34 empowered to enforce this Declaration, the Bylaws, and the Rules and Regulations of the
35 Association by such means as are provided by the laws of the State of Florida.

36
37 15.7 Caption. The captions of this Declaration are inserted only as a matter of
38 convenience and for reference and in no way define, limit or describe its scope or intent.

39
40 15.8 Florida Statutes. Any reference to a statute herein, including, but not limited to,
41 the Condominium Act, the Florida Not For Profit Corporation Act, or any provision or Section
42 therein, shall include all future amendments from time to time.

43
44 15.9 Waiver of Rights. The failure of the Association to enforce any right, provision,
45 covenant, or condition which may be granted by the Condominium Documents shall not constitute
46 a waiver of the right of the Association to enforce such right, provision, covenant or condition in the
47 future. A provision of the Condominium Act may not be waived if the waiver would adversely affect

1 the rights of the Owner or defeat the purpose of the provision, except that Unit Owners or Directors
2 may waive notice of specific meetings as provided in the Bylaws.
3

4 15.10 No Election of Remedies. All rights, remedies and privileges granted to the
5 Association or Unit Owners under any terms, provisions, covenants, or conditions of the
6 Condominium documents shall be deemed to be cumulative, and the exercise of any one or more
7 shall not be deemed to constitute an election of remedies, nor shall it preclude the party from
8 exercising such other additional rights, remedies, or privileges as may be granted by the
9 Condominium Documents, or at law or in equity.
10

11 15.11 Waiver. The Association shall have the right to waive the application of one or
12 more of the covenants or restrictions of the Condominium Documents, or to permit a deviation from
13 said covenants or restrictions, as to any Unit where, in the discretion of the Board, hardship
14 circumstances exist which justify such waiver or deviation. In the event of any such waiver or
15 permitted deviation, or in the event the Association fails to enforce violation of said covenants or
16 restrictions, such actions or inactions shall not be deemed to prohibit nor restrict the right of the
17 Association, or any other person having the right to enforce said covenants or restrictions, from
18 insisting upon strict compliance with respect to all other Units, nor shall any such actions be
19 deemed a waiver of any of the covenants or restrictions contained in the Condominium Documents
20 as same may be applied in the future.
21

22 15.12 Attorney's Fees. In any legal proceeding arising out of an alleged failure or refusal
23 of a Unit Owner, family member, Tenant, Guest, or Invitee or the Association to comply with the
24 requirements of the Condominium Act or the Condominium Documents, as they may be amended
25 from time to time, the prevailing party shall be entitled to recover the costs and expenses of the
26 proceeding and a reasonable attorney's fee before trial, at trial and on appeal. The Association may
27 also recover attorney's fees it incurs because of noncompliance with the Condominium Documents
28 in cases where no court action is filed including, but not limited to, arbitration and pre-litigation fees
29 incurred in the collection of delinquent Assessments, and fees reasonably incurred by the
30 Association in obtaining compliance with the Condominium Documents. Said costs and fees shall
31 be secured by a lien for Charges, as provided herein.
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