

✓ This instrument prepared by and return to:
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**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
OUR HOUSE AT THE BEACH, A CONDOMINIUM**

WHEREAS, the original Declaration of Condominium of Our House at the Beach, a Condominium, was recorded in Official Records Book 1386, Page 1160, et seq., of the Public Records of Sarasota County, Florida, and

WHEREAS, said Declaration of Condominium was amended by instruments recorded in the Public Records of Sarasota County, Florida, and

WHEREAS, the Board of Directors of the Association proposed and approved additional amendments, and this Amended and Restated Declaration of Condominium, at a duly noticed and convened Board meeting, and

WHEREAS, this Amended and Restated Declaration of Condominium, including a number of new amendments, was approved by not less than a majority of the voting interests of the entire membership of the Association at a duly noticed and convened membership meeting held on July 26, 2017.

NOW THEREFORE, Our Association, Inc. does hereby amend and restate the Declaration of Condominium of Our House at the Beach, a Condominium for the purpose of integrating all of the provisions of the Declaration, together with previously recorded amendments, and recently adopted amendments, and does hereby resubmit the lands described herein to the terms, covenants, conditions, easements and restrictions hereof which shall be covenants running with the Condominium Property and binding on all existing and future owners, and all others having an interest in the Condominium lands or occupying or using the Condominium property.

**ARTICLE 1.
Purpose**

1.1) The purpose of this Declaration is to submit, and the Developer submitted the fee simple title to the land described in Exhibit "A", all easements appurtenant thereto and the improvements now and hereafter constructed thereon to the Condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, as it existed at the time of the recording of the original Declaration on April 25, 1980, (herein called the "Condominium Act").

**ARTICLE 2.
Identification**

2.1) Name and Address. The name by which this Condominium property is to be identified is Our House at the Beach, a Condominium, and its address is 1001 Beach Road, Siesta Key, Sarasota, Florida 34242.

2.2) Phased Development. This Condominium was developed as a phased condominium project consisting of two (2) phases designated Phase I and Phase II. Phase I was submitted to condominium ownership upon recording of the original Declaration and Phase II was submitted to condominium ownership by amendment recorded in Official Records Book 1452, Page 1906 et seq. Public Records of Sarasota County, Florida.

2.3) The Land. The legal description of the lands, owned by the Developer in fee simple, which were and are hereby submitted to the Condominium form of ownership, are the lands lying in Sarasota County, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (which lands are herein called the "Lands"), together with and subject to the easements, encumbrances, restrictions and other matters set forth therein or hereinafter described in this Declaration or any of the Exhibits hereto.

**ARTICLE 3.
Definitions**

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

3.2) "Association" means Our Association, Inc., a non-profit Florida corporation, which is responsible for the operation and management of the Condominium.

3.3) "Board of Directors" or "Board" means the Board of Directors of the Association who are responsible for the administration of the Association.

3.4) "Bylaws" means Bylaws of the Association as they exist from time to time.

3.5) "Common Elements" shall include: (a) the portions of the Condominium property not included in the Units; (b) tangible personal property required for the management, maintenance, repair and operation of the Common Elements even though owned by the Association; and (c) other items as stated in the Condominium Act.

3.6) "Common Expenses" means all the expenses and Assessments properly incurred by the Association for the Condominium and all expenses for which Unit Owners are liable to the Association and include, but not limited to, the following:

(a) Costs and expenses of administration; costs and expenses of maintenance, operation, repair or replacement of the Common Elements (including Limited Common Elements), and of the portions of Units to be maintained by the Association, including but not limited to:

(i) Fire, other casualty, flood, liability, workers compensation and other insurance as provided herein.

(ii) Administrative costs of the Association, including professional fees and expenses.

(iii) Costs of water service, the operation, replacement, repair and maintenance of the water distribution system and facilities, sewage service, the operation, replacement, repair and maintenance of sewage collection facilities and drainage facilities, garbage collection and trash removal, cable television and other bulk communication services, and of other utilities which are not metered to the individual Condominium Units. Nothing herein shall be construed to obligate the Board to enter into or continue any bulk cable or communications agreements. The Board may determine to cancel all such bulk agreements and allow each individual Owner to contract separately, at Owner expense, for such services as the Owner may desire.

(iv) Labor, materials and supplies used in conjunction with the operation, replacement, repair and maintenance of Common Elements and any Limited Common Elements.

(v) The cost of such additional land, improvements and personal property as may be purchased and added to the Condominium as Common Elements by the Association through action of the Board.

(vi) Cost and expense of the operation, replacement, repair and maintenance of the elevators and their supporting equipment.

(vii) Damages to the Condominium property in excess of insurance coverage, provided however, nothing herein shall obligate the Association for repairs, or costs thereof, that are an Owner responsibility as may be specifically provided in this Declaration;

(viii) Expenses of management of the Condominium, including the following:

(1) Salary of a manager, if any, and assistants and agents

(2) Management fees payable to an outside management company, if any, and

(3) Other expenses incurred in the management of the Condominium property.

(ix) All outlays, costs and expenses, if any, incurred by the Association in connection with the purchase, operation, maintenance and repair of a Unit to house a resident manager, including without limitation, debt service, utilities, taxes and the share of Common Expenses otherwise allocable to such Unit.

(x) All other costs and expenses that may be duly incurred by the Association through its Board from time to time in operating, protecting, managing and conserving the Condominium property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration or the Bylaws.

(b) Expenses declared Common Expenses by provisions of the Condominium Act, this Declaration or the Bylaws.

(c) Any valid charge against the Condominium property as a whole.

(d) The cost and expense of maintaining, repairing and replacing all heating and air-conditioning equipment serving a particular Unit (whether such equipment is located inside or outside of the Unit) shall not be a Common Expense but shall be the individual expense of the Owner of the Unit being served by such equipment. The cost and expense of maintaining, repairing and replacing all lines and conduits running from any such equipment located outside a Unit to the Unit being served by such equipment shall be a Common Expense.

3.7) "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, over the amount of Common Expenses.

3.8) "Condominium" means all of the Condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

3.9) Definitions. The terms used in this Declaration and its Exhibits shall have the meanings stated in the Condominium Act and as herein provided, unless the context otherwise requires.

3.10) "Institutional Lender or Institutional First Mortgagee" shall be construed to include but not be limited to banks, savings and loan associations, insurance companies, Massachusetts business trusts, real estate investment trusts, mortgage bankers, mortgage brokers, and agencies of the U.S. Government.

3.11) "Limited Common Elements" shall mean those Common Elements which are reserved for the exclusive use of a certain Unit or Units to the exclusions of other Units as specified herein.

3.12) "Occupant" shall mean a person or persons in lawful possession of a Unit other than the Owner or Owners thereof.

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

3.14) "The Condominium" or "This Condominium", as and herein used from time to time, shall mean Our House at the Beach, a Condominium.

3.15) "The Unit" means a part of the Condominium property which is to be subject to exclusive ownership. When used in a conveyance to a Unit, and elsewhere when the context permits, the word Unit shall include the appurtenances thereto which are elsewhere described.

3.16) "Unit Owner" or "Owner" means the owner of a Condominium Unit.

3.17) Utility Services. As used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration, Articles and Bylaws, utility services shall include, but not be limited to, electric power, gas, hot and cold water, heating, refrigeration, air-conditioning, cable television and other bulk communications and garbage, trash and sewage disposal.

ARTICLE 4.

Development Plan

4.1) Development Plan. The Condominium consists of a total of one hundred six (106) Units and Common Elements.

4.2 Percentage Ownership of Common Elements and Common Surplus: Each Unit shall be vested with a 1/106th ownership of the Common Elements of the Condominium, bear a 1/106th share of the Common Expenses and be entitled to a 1/106th share of the Common Surplus

4.3) Survey, Graphic Description of Improvements and Plot Plan. A survey of the land in Phases I and II, a graphic description of the improvements in which the Units included are located and the other improvements, and a plot plan locating the improvements thereon and identifying the Common Elements and each Unit in the Condominium and providing accurate representations of their locations and dimensions was recorded in Condominium Book 14, Pages 15, 15A through 15H, and supplemented by surveyor certificates recorded in Official Records Book 1375, Page 1069 and 1070, and Official Records Book 1452, Page 1910, all of the Public Records of Sarasota County, copies of which are attached hereto as Exhibit "B".

4.4) Easements. Each of the following easements are hereby granted, reserved or otherwise created in favor of the Association, its grantees, successors and assigns (and in favor of other public or franchise utility companies, but as to such utility companies only where expressly specified) and are covenants running with the Condominium.

(a) Utilities and Drainage. Drainage easements and easements from all water, sewer, electrical, telephone and other utility lines and mains and drainage ditches, lines and structures, previously, now or hereafter providing service to the Condominium, provided, however, easements through a Unit shall only be according to the plans and specifications for the building containing the Unit or as the building is actually constructed, unless approved in writing by the Unit Owner. The foregoing utility easements are and shall also be in favor of all utility companies servicing the Condominium.

(b) Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, jogging paths, bicycle paths, other paths, walks and lanes, as the same may from time to time exist upon the Common Elements; and for the vehicular traffic over, through and across such portion of the Common Elements as may be from time to time paved and other portions of the Common Elements intended for such purposes, but the same shall not give or create in any person the right to park upon any portions of the Condominium property except those intended to be used for such purposes and reasonably suited therefor.

(c) Easement for Unintentional and Non-Negligent Encroachments. If a Unit shall encroach upon any 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 any 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, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

(d) Other Easements. Other easements, if any, over, upon, through and across the Condominium lands as set forth in Exhibit "B".

(e) Maintenance and Repairs. The right to enter over, through and upon all the Condominium property for the purpose of maintaining, repairing and replacing any portions of the Condominium that are the responsibility of the Association; provided, however, that entry upon a Unit except in the case of an emergency shall be permitted only with the consent of the Unit Owner or tenant, or pursuant to legal process.

4.5) Unit Boundaries. Each Unit shall include that part of the building containing the Unit which lies within the boundaries of the Unit, which boundaries shall be determined in the following manner:

(a) Upper Boundary. The upper boundary of the Unit shall be the horizontal plane of the undecorated finished ceiling extended to its intersection with the perimetrical boundaries.

(b) Lower Boundary. The lower boundary of the Unit shall be the horizontal plane of the undecorated finished floor extended to its intersection with the perimetrical boundaries.

(c) Perimetrical Boundaries. Perimetrical boundaries of the Unit shall be the vertical plans of the undecorated finished interior of the walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries, and when there is attached to the Unit a balcony, patio, canopy, stairway or other portion of the building serving only the Unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

4.6) Common Elements. The Common Elements of the Condominium include the land and all other parts of the Condominium not within the Units and include, but are not limited to, the following items:

(a) Any utility areas and installations of all utility services which are available to more than one Unit or to the Common Elements and which are not owned by the respective utility companies.

(b) All planting areas and planters (outside of Units), lawns, trees, grass and shrubs.

(c) All driveways, sidewalks, stairways, hallways and other means of ingress and egress to the Units.

(d) All the recreational facilities.

(e) All outside windows and doors, including any sliding glass doors, screens, screening and screen supports.

(f) All mechanical equipment outside the Units, but not the heating and air-conditioning equipment serving each Unit.

(g) All electrical apparatus and wiring, television cables, plumbing pipes and apparatus, telephone wires, communication system and all other ducts, conduits, cables, wire or pipe not within the Units and those within the Units but serving more than one Unit which are not owned by the respective utility companies.

(h) All tangible personal property required for the maintenance and operation of the Condominium and for the common use and enjoyment of the Unit Owners.

(i) All structural beams, posts and members within a Unit and an easement of support in any portion of a Unit which contributes to the support of the building.

(j) Alterations, additions and further improvements to the Common Elements.

The Unit Owners in the aggregate shall be entitled to equal and full use and enjoyment of all the Common Elements, except the Limited Common Elements and except as they may be restricted by the reasonable and uniform regulations duly adopted by the Board, which usage shall always be in recognition of the mutual rights and responsibilities of each of the Unit Owners.

4.7) Limited Common Elements. The Limited Common Elements of the Condominium are as follows:

(a) Phase I:

(i) There are a total of one hundred twelve (112) parking spaces in Phase I, consisting of fifty-six (56) covered spaces and fifty-six (56) open spaces. All 112 parking spaces in Phase I, both covered spaces and open spaces, are Limited Common Elements and are reserved for the exclusive use of the Units located in Phase I, to the exclusion of the Units located in Phase II. The Developer assigned one of the 56 covered parking spaces in Phase I to each of the Units in Phase I, by reference in the deed of conveyance or by separate instrument, as Limited Common Elements appurtenant to the Unit to which it has been assigned for the exclusive use of the Owner/occupant of such Unit. Each such space so assigned may thereafter be transferred only in connection with the sale, lease or transfer of the Unit to which it has been assigned, provided however, Owners of Units in Phase I may exchange Limited Common Element parking spaces with Association joinder and approval, which approval may not be unreasonably withheld. A sale or transfer of a Unit to which a particular covered parking space has been assigned shall automatically, without

specifically mentioning such space and without any further instruments being filed, also reassign the space appurtenant to such Unit to the new owner. The use of all other open parking spaces in Phase I shall be available for general use by all Unit Owners in Phase I and the lawful occupants of the Units in Phase I, subject to reasonable rules and regulations adopted by the Board.

(ii) The pond located in Phase I is also a Limited Common Element and reserved for the exclusive use of the Units in Phase I, to the exclusion of the Units located in Phase II.

(b) Phase II:

(i) There are a total of one hundred (100) parking spaces in Phase II, consisting of fifty-six (56) covered spaces and forty-four (44) open spaces. All 100 parking spaces in Phase II, both covered spaces and open spaces and all open storage spaces in Phase II, are Limited Common Elements reserved for the exclusive use of the Units located in Phase II, to the exclusion of the Units in Phase I. The Developer assigned at least one (1) or more of the 56 covered parking spaces in Phase II and one or more of the open storage spaces in Phase II to each of the Units in Phase II, by reference in the deed of conveyance or by separate instrument, as Limited Common Element appurtenant to the Unit to which it has been assigned for the exclusive use of the Owner/occupant of such Unit. Even though the open storage spaces in Phase II have not been separately numbered on Exhibit "B", each of these open storage spaces shall be identified for purposes of assignment by the number of the covered parking space to which it is adjacent and appurtenant followed by the letter "S". For example, open storage space "107S" refers to the open storage spaces adjacent to covered parking space 107. Each such space so assigned may thereafter be transferred only in connection with the sale, lease or transfer of the Unit to which it has been assigned, provided however, Owners of Units in Phase II may exchange Limited Common Element parking or storage spaces with Association joinder and approval, which approval may not be unreasonably withheld. A sale or transfer of a Unit to which a particular covered parking space has been assigned shall automatically, without specifically mentioning such space and without any further instruments being filed, also reassign the space appurtenant to such Unit to the new owner. The use of all other open parking spaces in Phase II shall be available for general use by all Unit Owners in Phase II and the lawful occupants of the Units in Phase II, subject to reasonable rules and regulations adopted by the Board.

(ii) The lake in Phase II is a Limited Common Element reserved for the exclusive use of the Units located in Phase II (subject, however, to the right of the owner(s) of the property shown and described on Exhibit "B" as Tract A to utilize the lake and the drainage easement also shown on Exhibit "B" as part of the drainage plan and facilities for Tract A) to the exclusion of the Units located in Phase I.

(c) Any part of the Common Elements that is connected to and exclusively serves a single Unit, and is specifically required under this Declaration to be maintained, repaired or replaced by, or at the expense of, the Unit Owner, shall be deemed a Limited Common Element, whether specifically described above or not.

ARTICLE 5.

The Units

5.1) The Units. The Units of the Condominium are more particularly described and the rights and obligations of their owners are established as hereinafter provided.

5.2) Types of Units. A typical floor plan for such Unit is included as part of Exhibit "B".

5.3) Unit Identifications. Each Unit is identified by a letter and a number. The letter indicates that particular building or group of buildings in which a Unit is located. The first digit of the number indicates the particular habitable floor of the particular building on which the Unit is located and the last two (2) digits indicated the location of the particular Unit within the building or group of buildings. The Units located in Phase I are described and identified as follows:

A-101	A-102	A-103	A-104
A-201	A-202	A-203	A-204
A-301	A-302	A-303	A-304
A-401	A-402	A-403	A-404
A-501	A-502	A-503	A-504
A-601	A-602	A-603	A-604
A-701	A-702	A-703	A-704
B-101	B-102	B-103	B-104
B-201	B-202	B-203	B-204
B-301	B-302	B-303	B-304
B-401	B-402	B-403	B-404
B-501	B-502	B-503	B-504
B-601	B-602	B-603	B-604
B-701	B-702	B-703	B-704

The Units located in Phase II are described and identified as follows:

C-101	C-201	C-115	C-215
C-102	C-202	C-116	C-216
C-103	C-203	C-117	C-217
C-104	C-204	C-118	
C-105	C-205	C-119	C-219
C-106	C-206	C-120	C-220
C-107	C-207	C-121	
C-108		C-122	C-222
C-109	C-209	C-123	C-223
C-110	C-210	C-124	
C-111	C-211	C-125	C-225
C-112	C-212	C-126	C-226
C-113		C-127	C-227
C-114	C-214	C-128	

There are no units C-208, C-213, C-218, C-221, C-224 or C-228 in Phase II.

5.4) Appurtenances to Units. The Owner of each Unit shall own a share and certain interests in the Condominium property, which share and interest are appurtenant to his Unit, including but not limited to the following items that are appurtenant to the Units as indicated:

(a) Common Elements and Common Surplus. The undivided share in the land and other Common Elements of the Condominium and in the Common Surplus which are appurtenant to each Unit are set forth in Article 4.2 hereof.

(b) Association Membership. The membership of each Unit Owner in the Association and the interest of each Unit Owner in the fund and assets held by the Association.

(c) Covered Parking Space. The exclusive use of the covered parking space(s) assigned to such Unit by the Developer.

5.5) Liability for Common Expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses and Assessments, such share being set forth in Article 4.2 hereof.

ARTICLE 6. Maintenance, Alteration and Improvement

6.1) Maintenance, Alteration and Improvement. The responsibility for the maintenance of the Condominium property and restrictions upon the alteration and improvement thereof shall be as hereinafter provided.

6.2) By the Association. The Association shall maintain, repair and replace at the Association's expense:

(a) All portions of a Unit, except finished interior surfaces, contributing to the support of the building, which portions shall include but not be limited to outside walls of buildings, roofs, floor and ceiling joists and slabs and load-bearing columns and load-bearing walls;

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a Unit maintained by the Association, and all such facilities contained within a Unit that service part or parts of the Condominium other than or in addition to the Unit within which contained.

(c) All of the Common Elements and Limited Common Elements, including, but not limited to, all outside windows and doors, including any sliding glass doors, screens, screening and screen supports, including any code-compliant hurricane protection windows, doors or sliding glass doors.

(d) Balcony railings and balcony tile.

(e) Smoke detectors, fire alarms, and sprinkler systems providing protection to the building, no matter where located, if part of the systems approved by the Board from time to time, including but not limited to any systems required by governmental authority. The Association shall perform an annual inspection and testing of smoke detectors in each Unit, and will, as part of that testing, replace the batteries of the smoke detectors and any inoperable detectors.

(f) All incidental damage caused to a Unit by such work shall be repaired promptly at the expense of the Association except the Association shall not be responsible for the damage to any alteration or addition to the Unit, Common Elements or Limited Common Elements made by a Unit Owner or a predecessor in title.

(g) The Association shall not be strictly liable for damages to Units or property within a Unit. The Association shall be liable for damages only in the event the Association negligently performed or negligently omitted to perform maintenance required under the Declaration, or an agent of the Association intentionally and maliciously caused the damage.

(h) Elective Maintenance. Notwithstanding anything in the Declaration to the contrary, the Association, by action of its Board, may assume some of the maintenance responsibilities of the Unit Owners for portions of the Units provided the Board adopts a resolution setting forth the basis on which the Board has determined that the best interests of the community will be served by the Association assuming the maintenance rather than the Unit Owner. The resolution shall be included as part of the Association records. Expenses incurred by the Association in performing these assumed maintenance duties shall be either a Common Expense or may be invoiced to the Unit Owner for payment. If the Board determines that the Unit Owner shall pay the expense, the Association shall charge the expenses so incurred to the applicable Unit Owner(s), and if not paid in full within thirty days of written demand, interest shall accrue at the rate of 18% per annum, and the Association shall have the right and authority to pursue collection by any method permissible under Florida law, including without limitation, any or all of the following methods: (1) demand and collect payment from a tenant in the Unit pursuant to Section 718.116(11), Florida Statutes; (2) suspend the right of the Unit Owner, or guests, tenants occupants, licensees and invitees, to use recreational facilities pursuant to Section 718.303(4), Florida Statutes; (3) suspend the voting rights of the Unit Owner pursuant to Section 718.303(5), Florida Statutes; (4) file a lawsuit against the Unit Owner in an attempt to obtain a money judgment; or (5) record a Claim of Lien in the Sarasota County Public Records to secure the amount due, interest, prevailing party attorney fees and costs, and foreclose the Claim of Lien in the same manner as a real estate mortgage under Florida law. Any resolution adopted in accordance with this paragraph may be subsequently changed, rescinded or modified by action of the Board.

6.3) By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

(a) To maintain, repair and replace, at Owner expense, all portions of the Unit (except the portions to be maintained, repaired and replaced by the Association), including, but not limited to: paint, finish, covering, wallpaper and decoration of all interior walls, floors and ceiling (but not drywall on boundary walls or ceilings which shall be the responsibility of the Association); all built-in shelves, cabinets, counters, storage areas and closets; all refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment; all bathroom fixtures, equipment and apparatus; all landscaping and plantings located within the interior of a Unit; all interior doors; non-load bearing and non-structural partitions and room dividers, including drywall; and all furniture, furnishings and personal property contained within the respective Unit. In the event an Owner fails to properly maintain and repair his Unit, the Association, at the direction of the Board, may

make such repairs as the Board may deem necessary and the cost thereof shall be assessed against such defaulting Unit Owner. If not paid within thirty days of written demand, the Association shall have the right to pursue any of the collection remedies set forth in Article 6.2(h) hereof. Such work shall be done without disturbing the rights of other Unit Owners.

(b) To maintain, repair and replace, at Owner expense, all air-conditioning and heating equipment serving the Unit, whether located insider or outside of the boundaries of the Unit.

(c) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

6.4. Mold Prevention. In an effort to prevent the accumulation of excess moisture, mold, water leaks, and resulting damage, Unit Owner responsibilities include the following:

(a) The responsibility to immediately report any water accumulation, leak or intrusion, from any source whatsoever, to the Association, and if the water accumulation or leak is from within the Unit, to immediately terminate the water flow to the Unit by closing the Unit water shut-off valve.

(b) To operate the HVAC system in accordance with rules enacted by the Board, which may include minimum hours of operation during humid periods with a minimum thermostat setting, and to keep ducts cleaned and inspected.

(c) To replace the hot water heater before the expiration of its useful life, but in any event within every ten years.

(d) No washer, dryer or HVAC unit may be relocated within a Unit unless the Unit Owner obtains prior written consent from the Board. All installations must use hoses required by Board rule, and licensed and insured contractors must be used for all electrical, plumbing and duct work.

6.5. Additions, Alterations or Improvements by Unit Owners. The following restrictions shall apply to additions, alterations and improvements by Unit Owners:

(a) No Unit Owner shall make any additions, alterations or improvements in or to the Common Elements, or to any Limited Common Element, including, but not limited to, windows, doors, sliding glass doors, solar collectors, exterior lighting, awnings, or the installation of carpeting or other exterior floor surfaces, without the prior written consent of the Board.

(b) No Unit Owner shall paint or otherwise decorate or change the appearance or architecture of all or any portion of the exterior of the building, the Unit or the Limited Common Elements or Common Elements, or modify or alter the structure of the building, without the prior written consent of the Board, except as may be otherwise expressly provided.

(c) The Board shall have the obligation to answer any written request by a Unit Owner for approval of such additions, alterations, or improvements within thirty (30) after such request, and all additional information requested by the Board, is received and the failure to so answer within the stipulated time shall constitute the Board's consent, provided that during such period, the Board shall have the absolute right, with or without cause, to reject any such request, and the failure of the Association to respond, and the implied consent resulting therefrom, shall not authorize any act that is otherwise expressly prohibited by the terms of this Declaration.

(d) The proposed additions, alterations and improvements by the Unit Owner shall be made in compliance with all laws, rules, ordinances and regulation of all governmental authorities having jurisdiction and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise.

(e) Once approved by the Board, such approval may not be revoked thereafter.

(f) A Unit Owner making or causing to be made any such additions, alteration or improvements agrees, and shall be deemed to have agreed, for such owner, and heirs, personal representatives, successors and assigns, to hold the Association and all other Unit Owners harmless from any liability or damage to the

Condominium Property and expenses arising therefrom, and such Unit Owner shall be solely responsible for the maintenance, repair, replacement and insurance thereof from and after that date of installation or construction thereof, including but not limited to the costs of removing and replacing or reinstalling such modifications if removal by the Association becomes necessary in order to permit the Association to maintain, repair, replace, or protect other portions of the Condominium Property,

(g) If the Unit Owner fails to construct the addition, alteration or improvement in the manner approved, the Unit Owner shall be obligated to make all corrections necessary and if such Unit Owner fails to do so the Association, upon notice to the Unit Owner, may make such corrections and demand payment from such Unit Owner for all the cost of such correction. If not paid within thirty days of written demand, the Association shall have the right to pursue any of the collection remedies set forth in Article 6.2(f) hereof

(h) Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit or Common Elements, such Unit Owner shall be deemed to have warranted to the Association and its members that the contractor(s) are properly licensed and fully insured, and that the Unit Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

(i) The Board may appoint an Architectural Control Committee to assume the foregoing functions on behalf of the Board.

(j) Notwithstanding anything in the Declaration to the contrary, a Unit Owner must be given permission to attach a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep, to the mantle or frame of the door of Unit of the Unit Owner.

6.6 Hurricane Shutters. Notwithstanding any provisions set forth hereinabove to the contrary, the Board shall adopt and approve a model, style, and color of hurricane shutter as a standard hurricane shutter for use in the Condominium. A Unit Owner may install an approved shutter without specific consent from the Board provided the hurricane shutter and all attachments and equipment conform in all respects to the approved hurricane shutter plans and specifications. No hurricane shutter, or other form of hurricane protection, except the standard model, color and style adopted by the Board shall be permitted unless otherwise approved in writing by the Board.

6.7. Access. After delivery of written notice of the need for access, the Association shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or other Condominium Property to be maintained by the Association, or during any hours for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the Common Elements or to another Unit. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect of the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit. The Association may retain a pass-key to all Units. If it does, no Unit Owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied, unless the Unit Owner provides a key to the Association. If the Association is not given a key, the Unit Owner shall pay all costs incurred by the Association in gaining entrance to the Unit, as well as all damage to his Unit caused by gaining entrance thereto, and all damage resulting from delay in gaining entrance to his Unit caused by the non-availability of a key.

6.8 Pest Control. The Association has the authority to supply pest control services for the inside of each Unit, with the cost thereof being part of the Common Expenses. An Owner has the option to decline such service unless the Association determines that such service is necessary for the protection of other portions of the Condominium, in which event the Owner thereof must either permit the Association's pest control company to enter the Unit or must engage a licensed pest control company to enter the Unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control service provided by the Association is part of the Common Expenses, the election of an Owner not to use such service shall not reduce the Owner's assessments.

6.9 Material Alterations and Substantial Additions by Association. The Association shall not undertake material alterations or substantial improvements to the Common Elements, or Association Property, without the affirmative vote of not less two-thirds of the voting interests of the members present in person or by proxy at a duly noticed and convened membership meeting except that membership approval is not required for (1) work necessary to protect, maintain, repair, or replace the Common Elements or Association Property, even if the work would otherwise constitute a material alteration or substantial addition to the Common Elements; (2) the selection and

painting of interior or exterior surfaces with new colors; (3) the installation and use of energy efficient devices in Common Elements or Association Property for the benefit of all Unit Owners; or (4) for material alterations or substantial improvements in the Common Elements, or Association Property, where the expense to the Association is equal to or less than five percent (5%) of the Association budget, including reserves, in the aggregate in any calendar year.

6.10 Additional Board Authority. In addition to Board authority granted by law and the Condominium documents, the Board shall have the following power and authority after a casualty event, including but not limited to a tropical storm or hurricane:

(a) To declare any portion of the Condominium Property or Association Property unavailable for occupation by occupants after a casualty, including during the rebuilding process. Such decision by the Board shall be made only if necessary to protect the health, safety, or welfare of the Association, Owners, tenants, or guests, and must be supported by a written statement from a governmental official, engineer, architect, or other expert in the field as soon as reasonably practicable after the casualty.

(b) To mitigate damage and take action to prevent the spread of fungus (mold, mildew, etc.) including the right to remove wet drywall and carpet (even if the Unit Owner is obligated to insure and/or replace those items), and to remove personal property from the Unit and store at an offsite location, with Owners responsible for reimbursing the Association for expenses for which the Owner is responsible.

(c) To contract on behalf of Unit Owners with said Owners responsible to reimburse the Association for items for which the Unit Owner is responsible but which may be necessary to prevent further damage. Without limitation, this includes, dry-out of Units and replacement of damaged air conditioners when necessary to provide climate control in the Units.

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

(e) To use reserve funds to meet Association needs, and use reserve funds as collateral for Association loans.

(f) To adopt, by Board action, emergency assessments with such notice deemed practicable by the Board.

(g) To adopt emergency Rules and Regulations governing the use and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property.

ARTICLE 7. Assessments

7.1) Assessments. The marking and collection of assessments against the Unit Owners for Common Expenses shall be pursuant to the Bylaws and subject to the provisions hereinafter provided.

7.2) Share of the Common Expenses. Each Unit Owner shall be liable for the share of the Common Expenses set forth in Article 4.2 hereof.

7.3) Annual Budget of Common Expenses. The Annual Budget of Common Expenses shall be adopted by the Board.

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

7.5) Assessments and Obligations. The fee title Owner of each Unit, regardless of how title was acquired, is liable for all Assessments or installments thereon coming due while he or she is the Owner. Multiple owners are jointly and severally liable. Except as provided in Article 16.2 of this Declaration, whenever title to a Unit is transferred for any reason, a Unit Owner is jointly and severally liable with the previous Unit Owner for all unpaid Assessments that came due up to the time of transfer of title, without prejudice to any right the Unit Owner may have to recover from the previous Unit Owner for any amounts paid by the Unit Owner. As provided in the

Condominium Act, for purposes of the forgoing, the Association is not included within the definition of a "previous owner" in the event it acquires title to a Unit by foreclosure or by deed in lieu of foreclosure.

7.6 No Waiver or Excuse from Payment. The liability for Assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Elements, by abandonment of the Unit for which the Assessments are made, or by interruption in the availability of the Unit or the Common Elements for any reason whatsoever.

7.7 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before ten (10) days after the due date shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, until paid. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said Assessments or installments, on the date established in the Bylaws or otherwise set by the Association for payment. The Association may impose a late payment fee, in addition to interest, as allowed by law. All payments on account shall be applied first to interest, then to late payment fees and attorney's fees, and costs, and finally to unpaid Assessments, in such manner as determined by law. No payment by check is deemed received until the check has cleared.

7.8 Acceleration. If any Assessments or installments as to a Unit become more than thirty (30) days past due and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's annual Assessments and all special Assessments for that fiscal year as if said balance had originally been due on the date the Claim of Lien was recorded. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney's fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose required by Section 718.116, Florida Statutes, or may be sent separately.

7.9 Liens. The Association has a lien on each Unit securing payment of past due Assessments, including interest, late charges, reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessments or enforcement of the lien, whether before, during or after a lien foreclosure suit. The Association shall provide not less than 30 days written notice, via certified mail or equivalent, prior to filing of a lien for unpaid assessments. The lien is perfected upon recording a Claim of Lien in the Public Records of Sarasota County, Florida, stating the name and address of the Association, the description of the Condominium Parcel, the name of the record Owner, the Assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid Assessments and charges coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

7.10 Priority of Lien. The Association's lien for unpaid Assessments shall be subordinate and inferior to the lien of any recorded first mortgage unless the Association's Claim of Lien was recorded before the mortgage, but shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise provided by law. Any lease of a Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed.

7.11 Foreclosure of Lien or pursuit of Money Judgment. The Association may bring an action in its name to foreclose its lien in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for monies due without waiving any lien rights.

7.12 Certificate As To Assessments. Within fifteen (15) days after request by a Unit Owner, Unit purchaser or mortgagee, the Association shall provide a certificate stating whether all Assessments and other monies owed to the Association by the Unit with respect to the Condominium Parcel have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby. The Association may charge a reasonable fee for the preparation of the certificate, which fee must be stated in the certificate. The authority for the fee must be established in written resolution adopted by Board or in a written management contract.

7.13 Other Collection Remedies. To the extent provided in the Condominium Act, the Association shall have the authority to pursue other collection remedies, including but not limited to the suspension of the use of portions of the Condominium Property, suspension of voting rights, and recovery of assessments and other unpaid financial obligations from any tenant occupying a Unit owned by a delinquent Unit Owner.

ARTICLE 8.

Association

8.1) Association. The operation of the Condominium shall be by Our Association, Inc., which shall fulfill its functions pursuant to the provisions hereinafter set forth.

8.2) Articles of Incorporation. A copy of the Amended and Restated Articles of Incorporation of the Association is attached as Exhibit "C".

8.3) Powers. The Association shall have all of the powers and duties reasonably necessary to operate the Condominium property as set forth in the Condominium Act, this Declaration and the Articles of Incorporation and Bylaws of the Association, and as the same may be amended. Upon approval by not less than two-thirds of the voting interests of the members present in person or by proxy at a duly noticed and convened membership meeting, it shall also have the power to acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interest in real and personal property, including, but not limited to country clubs, club houses, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of Unit Owners and to declare the expenses of rental, membership fees, operations, replacements and other undertakings in connection therewith to be Common Expenses and may make such covenants and restrictions respecting the use of the facilities not inconsistent with the Condominium Act as may be desired. The Association shall also have the power to contract for the management of the Condominium and to delegate to the contractor all of the powers and duties of the Association except such as are specifically required by this Declaration or by the Bylaws to have the approval of the Board or the membership of the Association.

8.4) The Association has the power to purchase Units in the Condominium and to acquire and hold, lease, mortgage, and convey them, such power to be exercised by the Board, provided however, the Association may not convey ownership of its current Unit, A103, unless approved by not less than a majority of the voting interests of the members present in person or by proxy at a duly noticed and convened membership meeting.

8.5) The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board. Except as provided by Article 8.4 above, the power to acquire, mortgage or convey real property may be exercised by the Board, but only after approval by not less than two-thirds of the voting interests of the members represented in person or by proxy at a duly noticed membership meeting at which a quorum was attained.

8.6) Bylaws. The administration of the Association and the operations of the Condominium property shall be governed by the Amended and Restated Bylaws, a copy of which is attached as Exhibit "D".

8.7) Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable to Unit Owners for the injury or damage, other than the cost of maintenance and repair caused by any latent condition of the property to be maintained by the Association, or caused by the elements or other owners or persons.

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

8.9) Approval or Disapproval of Matters. Whenever a decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner in an Association meeting, unless the joinder of all record owners is specifically required by this Declaration, the Articles of Incorporation or the Bylaws.

8.10) Membership and Voting Rights. All Unit Owners of the Condominium are and must be members of the Association. The owner(s) of each Unit shall be entitled to cast one (1) vote for each Unit owned as provided in the Bylaws.

ARTICLE 9. Insurance

9.1) Insurance. The insurance other than title insurance which shall be carried upon the Condominium property and the property of the Unit Owners shall be governed by the provisions hereinafter set forth.

9.2) Authority to Purchase; Named Insured. All insurance policies upon the Condominium property shall be purchased by the Association and the named insured shall be the Association individually and as agent for the Unit Owners, naming them and their mortgagees as their interests may appear. Provision shall be made for the issuance of mortgage endorsements and memoranda of insurance to the mortgagees of Unit Owners. Unit Owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

9.3) Mortgagee Approval. So long as an institutional first mortgagee shall hold a mortgage upon at least a majority of the Units, such mortgagee shall have the right to approve the insurer on all insurance policies covering the Condominium property, and the Association shall submit to said mortgagee proof of payment of the annual premiums on all such insurance policies purchased by the Association. If the Association fails to procure any of the requisite insurance coverages hereunder and to pay the premiums therefor, the Institutional Lender holding mortgages on at least a majority of the Units will have the right to order and pay for the policies and be subrogated to the assessments and lien rights of the Association with respect to such payment. This subparagraph shall be construed as a covenant for the benefit of, and may be enforced by, any such institutional first mortgagee.

9.4) Casualty. The Association shall obtain and maintain fire, wind, general casualty, and flood coverage with a responsible insurance company, or through alternate sources as may be available, upon all of the insurable improvements of the entire Condominium, including Association property, the Common Elements, the Units, and the personal property of the Association, for the full replacement or insurable value thereof. The Association must obtain an independent insurance appraisal on the Condominium Property, or an update of a prior appraisal, every thirty-six (36) months. The property insurance required under this provision must be based on the replacement cost of the property as determined by the appraisal. It is recognized that insurance companies are not obligated by law to offer property insurance policies that insure all the condominium property required to be insured under the Condominium Act, or this Declaration. It is further recognized that the terms, limitations, restrictions, deductibles, cost and expense of insuring some portions of the condominium property, including but not limited to, accessory buildings not attached to a residential dwelling building, fences, gates, and landscaping, may be considered by the Board in determining if the best interests of the Association will be served by obtaining and maintaining such property insurance. The Board is authorized, in the reasonable exercise of its business discretion, to forego insuring portions of the Condominium Property based on the availability of insurance, and the stated limiting factors, provided it has made a good faith attempt, with the assistance of an experienced insurance representative, to satisfy the requirement that it use its best efforts to obtain property insurance required under this Declaration and the Condominium Act. The Board, in the exercise of their business discretion, may determine to obtain the maximum flood insurance available under the National Flood Insurance Program and not obtain additional coverage that may be available through other sources. The Association shall hold the original policy of insurance, and institutional lenders shall be furnished, upon written request, mortgage endorsements covering their respective interests. The word "building", or its equivalent, in any property insurance policy issued to insure the Condominium Property does not include the following items, which must be insured by each Unit Owner: (1) personal property; (2) ceiling, floor and wall coverings; (3) electrical fixtures; (4) appliances; (5) water heater; (6) water filter; (7) built-in cabinets and countertops; and (8) window treatments including curtains, drapes, blinds, hardware and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the Unit and serve only such Unit. Each Unit Owner must obtain and maintain adequate property insurance for the portions of the Condominium property that must be insured by the Owner.

9.5) Public Liability. Public liability insurance shall be carried in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the Unit Owners as a group, to a Unit Owner.

9.6) Workmen's Compensation. Workmen's Compensation insurance shall be carried to meet the requirements of the law.

9.7) Other Insurance. The Association shall carry such other insurance as the Board of Directors shall determine from time to time to be desirable, including flood insurance.

9.8) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

9.9) Association as Agent. The Association is irrevocably appointed agent for each Unit Owner and for each owner of mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium property, to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims, provided, however, that no claims relating to an individual Unit upon which there is an institutional first mortgage shall be settled without the consent of the institutional mortgagee holding said mortgage, and provided further that if an institutional first mortgagee holding mortgages encumbering more than five (5) Units request the Association to appoint an independent institutional insurance trustee, the Association shall appoint such a trustee to handle the disbursement of all casualty and property insurance proceeds, and provided further that no claims affecting the common elements in excess of \$25,000 shall be settled without the consent of all institutional first mortgagees.

9.10) Reconstruction and Repair. If any part of the Condominium property shall be damaged by casualty, it shall be reconstructed or repaired immediately unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

9.11) Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or if not, then according to plans and specifications approved by the Board of Directors of the Association and institutional first mortgagees holding mortgages on the Units involved.

9.12) Responsibility. After a casualty event, the Association shall be responsible for and undertake all repair work and reconstruction on portions of the Condominium Property insured by the Association against property loss, provided however, a Unit Owner may undertake repair and reconstruction on portions of the Unit insured by the Association but only if authorized to do so in writing by the Board. In the event the Board elects to authorize a Unit Owner to undertake work, the Association may condition the disbursement of insurance proceeds on approval of repair methods, the qualifications of the proposed contractor, the contract to be used, reasonable verification of appropriate steps to ensure that the work is done, and that the contractor is paid for the performance of said work, and other conditions. A Unit Owner shall be responsible for and shall undertake repair work and reconstruction of portions of the Unit insured by the Unit Owner.

9.13) Estimates of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.14) Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, the funds for the payment of the costs thereof are insufficient, the Association shall pay over sufficient amounts to provide funds to pay the estimated costs, as part of the common expenses of the Association to be assessed against Unit Owners.

9.15) Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association. The first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds, and if there is a balance in the construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the Association as a common surplus.

ARTICLE 10. Use Restrictions

10.1) Use Restrictions. The use of the property of the Condominium shall be in accordance with the provisions hereinafter set forth.

10.2) Prohibitions. No owner, tenant or other occupant of a condominium unit shall:

(a) Display a flag or banner, except an Owner or tenant may display one portable, removable United States flag in a respectful way, and certain armed forces service flags on designated holidays, as permitted under the Condominium Act. Holiday decorations may be permitted on a temporary basis per rules and regulations adopted by the Board.

(b) A balcony located on the second floor or above shall not be cleaned with a hose or other means resulting in water drainage or runoff from the balcony; cleaning shall be done with a mopping-style so as to

minimize any such runoff which could inconvenience, stain or be a nuisance to balconies and Common Element areas on lower floors. Plantings grown on balconies must have drip pans under them to limit water runoff.

(c) Permit loud and objectionable noises or obnoxious odors to emanate from the Unit nor play any organ or electronically amplified musical instruments or devices which may cause a nuisance to the occupants of other Units in the sole opinion of the Board.

(d) Fail to conform to and abide by the Bylaws and the uniform rules and regulations in regard to the use of the Units and the Common Elements which may be adopted from time to time by the Board, or fail to allow the Board or its designated agent to enter the unit at any reasonable time to determine compliance with the Condominium Act, this Declaration, or the Bylaws and rules and regulations of the Association.

(e) Erect, construct or maintain any wire, garbage or refuse receptacles or other equipment or structures on the exterior of the building or on or in any of the Common Elements, except with the written consent of the Board.

(f) Obstruct the common way of ingress and egress to the other Units or the Common Elements.

(g) Hang any laundry, garments or other unsightly objects which are visible outside of the Unit.

(h) Allow anything to remain in the Common Elements which would be unsightly or hazardous.

(i) Allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, and each Unit and the Common Elements shall at all times be kept in a clean and sanitary condition.

(j) Make use of the Common Elements in such a manner as to abridge the equal rights of the other Unit Owners to their use and enjoyment.

(k) A unit owner, when occupying his or her unit, may keep one (1) small dog or cat not to exceed ten (10) pounds at maturity. Except for service or assistance animals, no other animals are permitted and no tenant or guest may be allowed an animal. In the event any such animals become a nuisance to the other Unit Owners in the sole opinion of the Board, such animals shall be removed from the Unit immediately. No animal may be outside a unit except when on a leash accompanied by its owner. Animal owners are responsible for the prompt removal and proper disposal of all excrement from all areas. Caged birds and fish are permitted in reasonable quantities; however, no birds of a variety that will emit sounds that can be heard in contiguous Units may be kept in a Unit. Feeding of birds, raccoons, or other wild animals, or maintaining a bird feeder station, is prohibited.

(l) Except as set forth below, only family-type non-commercial motor vehicles used for passenger transportation, and the incidental movement of personal belongings and property, may be parked at the Condominium. Permitted vehicles shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback or convertible, and shall also include station wagons, mini-vans, full-size vans equipped with windows all around the vehicle and passenger seats to accommodate not less than four (4) and not more than nine (9) people, sport utility vehicles, and four-wheel pick-up trucks (dual rear wheel pick-up trucks are prohibited).

All other motor vehicles, including but not limited to commercial vehicles (any vehicle used in a trade or business and having visible advertising or promotional symbols or information, or exposed equipment or materials); trucks (any motor vehicle designed or used principally for the carriage of goods and including a motor vehicle to which has been added a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, and cargo vans. Pick-up trucks are permitted if used for personal use and not classified as a commercial vehicle as long as there are no dual rear wheels); boats; campers; recreational vehicles (vehicles having either kitchen or bathroom facilities); trailers; motor homes; mobile homes; motorcycles, and any and all other vehicles other than the aforescribed, may not be driven or parked on the Condominium property except as may be permitted below.

Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (1) service vehicles may be temporarily parked at the Condominium during the time they are actually servicing a Unit,

but in no event overnight; (2) boats, trailers, trucks, commercial and recreational vehicles, and other prohibited vehicles may be temporarily parked at the Condominium when they are being actively loaded or unloaded, but in no event overnight; and (3) and any of the prohibited vehicles, but not motorcycles, may be parked or stored in a garage provided the garage door is kept closed at all times except when the garage is being actively used.

The Board shall have the authority to prohibit any vehicle that would otherwise be permitted under this provision, if the Board determines, in the exercise of its business judgment, that the vehicle constitutes a safety hazard, is unreasonably loud, or unsightly. The opinion of the Board shall be binding upon the parties unless wholly unreasonable. A written opinion rendered by legal counsel that a position adopted by the Board is not unreasonable shall conclusively establish the validity of such position. All motor vehicles must be operable and must have a current license tag. No repairs or maintenance of vehicles is permitted except in an enclosed garage. The Board may by rule regulate the color and use of vehicle covers, or prohibit vehicle covers altogether.

No motor vehicle, trailer, boat or any other property of any nature whatsoever that is regulated by this provision may be parked or stored on a lawn or unpaved area.

The Board is authorized to adopt special rules pertaining to electric vehicles or other non-traditional vehicles (e. g. hydrogen or natural gas), including but not limited to, rules to regulate charging, electrical usage, and health and safety issues. The rules may require owners of electric cars to install and use, at owner expense, charging stations, a separate electric meter with electricity to be borne by the owner of the electric car, and measures to ensure cords and fumes are not a health or safety hazard. The Board may elect to install a central charging station and require users of electric cars to use that charging station and pay for their share of the cost of installation, maintenance, repair and electrical and other operating expenses. Alterations or improvements to Common Elements or Association Property installed by the Association or Unit Owners pursuant to Board rules shall not require membership approval and shall be left to the reasonable exercise of the Board's business judgment.

Recognizing that classification and use of vehicles evolves over time, and that on occasion it may be difficult to determine if a specific vehicle or vehicle type is permitted, restricted or prohibited by this section, the Board shall have the authority from time to time to adopt and amend standards of interpretation of this provision, providing in more detail for the delineation of different vehicles and different vehicle types, and the Board may further determine which category is applicable to a specific vehicle. In making such decisions, the Board may take into consideration the general condition and appearance of the vehicle in question. All such determinations and standards adopted by the Board shall be conclusive for all purposes hereunder.

10.3) Units. Each of the Units shall be occupied only by the owner, tenants, and guests, and the respective families. Except as permitted herein, no business, trade, profession, hobby or commercial use shall be permitted on the Condominium Property. The foregoing restrictions shall not, however, be deemed to prohibit a Unit Owner from maintaining a personal or professional library, from keeping personal, business, or professional records in a Unit, or from handling personal, business, or professional telephone calls, corresponding, both written and by electronic transmission, or conducting internet or other telecommunication activities associated with such owner's business or profession. Such uses are expressly declared customarily incident to residential use. This subsection does, however, prohibit such commercial or business activity within a Unit which would disrupt the residential ambiance of the Condominium, or have associated with it such conduct and activity normally associated with a business or professional use. Such prohibited conduct and activity includes, but is not necessarily limited to, regular or frequent traffic to and from the Unit by persons making deliveries or pickups, by employees, other business associates, customers, or clients. This provision is intended to permit the conduct of such business and professional activities from a home office as are not uncommon in residential areas, and are consistent with primary single family residential use, which use does not have a material effect upon the number or frequency of visitors to the unit, create substantially more demand for parking, increase the traffic within the Condominium, or result in a material change in the use of the Unit. Provided, however, that this restriction and limitation shall not prevent or be deemed to prevent the conveyance of a Unit to two or more persons unrelated by family ties or to a corporation, trust, partnership or other business entity. In addition, the unit owned by the Association, Unit A-103 which is sometimes referred to as W-103, may be leased by the Board for the purpose of conducting an on-site rental program for the Condominium, or may be used as an office, storage room or for other uses determined beneficial by the Board. No Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred.

10.4) Common Elements. The Common Elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the Units. The pond located in Phase I and the lake proposed for Phase II are solely for drainage and aesthetic purposes and not intended for any other use.

10.5) Nuisances. No nuisances shall be allowed upon the Condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

10.6) Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.7) Leasing. Entire Units may be rented provided the occupancy is only by the Lessee and/or his family, and the Unit Owner has obtained the prior written approval of the Association as provided in Article 11 of this Declaration. No rooms may be rented except as part of a Unit or to another Unit Owner. (During the time a unit is leased or occupied by other, the Unit Owner shall not have the right to use the Common Elements and facilities except as a guest of a Unit Owner or lessee.) The Association may enter into an agreement with a rental agent to handle rentals as a pleasure of the Board and may be replaced at any time.

10.8 No television, radio, satellite, or other antenna or satellite system may be installed on the Common Elements by any person other than the Association. Certain television, satellite, or other antenna systems may be erected or installed within a Unit or Limited Common Element reserved to the exclusive use of a Unit Owner subject to compliance with the following requirements:

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

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

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

(b) Location and Color of Antennas. To the extent feasible, all antennas must be of a color that is compatible with the exterior of the building and be placed in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal. The Board may promulgate rules and policies on suitable locations for each Unit and its appurtenances, and the method of attachment to the building to protect the structural and weatherproofing integrity of the building.

(c) Safety Requirements. To safeguard the safety of the Unit Owner, occupants of the Unit in which the antenna is located, and other Owners and members in the community, it shall be the obligation of the Unit Owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna.

(d) Proviso. It is the intent of this provision to comply with the Telecommunications Act of 1996. Nothing herein shall be interpreted or applied by the Association to prevent or unreasonably delay antenna installation, maintenance or use; unreasonably increase the cost of antenna installation, maintenance or use; or preclude reception of acceptable quality signals. Unit Owners are encouraged to seek guidance from the Association concerning these matters but do not have to receive Association approval prior to installation. However, any installation must be in accordance with these provisions and reasonable rules and regulations adopted by the Board to interpret these regulations.

(e) The installation and use of an antennae, or the nonuse of cable television service provided by the Association, shall not excuse a Unit Owner from the obligation to pay a pro rata share of the expense of a bulk cable television contract if part of the Common Expenses of the Association.

Article 11.
SALE OR LEASE OF A UNIT

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the condominium Units, the sale and leasing of a Unit by an Owner shall be subject to the following provisions:

11.1 Transfers Subject to Approval. No Unit Owner may lease, or dispose of a Unit or any interest therein by sale without prior approval of the Board; provided, an Owner may transfer or lease a Unit to (1) another Unit Owner; (2) to a spouse of the Unit Owner; (3) to a domestic partner, which shall mean a person who resides and has a personal relationship with the Unit Owner and is designated by the Unit Owner as such; (4) lineal descendants of the Unit Owner, spouse or domestic partner; (5), to a non-natural entity if wholly owned by the Unit Owner, the Unit Owner's spouse or domestic partner, or Immediate Family (parents, children, grandchildren, and siblings) of the Unit Owner's spouse or domestic partner; (6) or to a trustee if the Unit Owner, the Unit Owner's spouse or domestic partner, or Immediate Family (parents, children, grandchildren, and siblings) of the Unit Owner, spouse or domestic partner; are the sole beneficiaries, without prior approval of the Board. The Board may delegate its authority to a single director, a committee or an agent.

11.2 Approval of Leasing. Except for leases by the on-site rental agent, which are screened as part of the rental management services, all leases, lease extensions, and lease renewals with a term of thirty days or more shall be subject to prior approval of the Association. Approval shall not be unreasonably held. Within a reasonable time, not less than fifteen (15) days prior to the commencement of the proposed lease term, a Unit Owner or his agent shall apply to the Association for approval of such lease; if desired, the Board may prescribe the application form. The Owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease, and the prospective lessee shall make himself or herself available for a personal interview prior to the approval of such lease. The interview may be conducted over the telephone or other remote device if it would be inconvenient for the applicant to appear for a personal interview. It shall be the Owner's obligation to furnish the lessee with a copy of all Condominium documents. Each lease, or addendums attached thereto, shall contain an agreement of the lessee to comply with the Condominium documents; shall provide or be deemed to provide that any violation of the Condominium documents shall constitute a material breach of the lease; shall contain a provision appointing the Association as agent for the Owner so the Association may act on behalf of the Owner to enforce the lease, evict the lessee, or otherwise. The Owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions. The Unit Owner shall have a duty to bring his or her tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the unit owner fails to obtain Association approval of the tenant, or fails to bring the conduct of the tenant into compliance with the Condominium Documents, the Association shall then have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the tenant's non-compliance with the Condominium documents, including without limitation the right to institute an action for eviction against the tenant. The Association shall have a right to recover any costs or fees, including attorney's fees, from the Unit Owner, in the manner described in Article 6.2(h) of this Declaration. It shall be the duty of the Association to notify the Unit Owner of approval or disapproval of such proposed lease within fifteen (15) days after receipt of the application for lease on any prescribed form, completed with all required information, and the personal interview of the proposed lessee, whichever date last occurs provided however, a written response will be provided to a servicemember within 7 days of submission of a written application as that term is used in Section 83.683, Florida Statutes; to-wit, any person serving as a member of the United States Armed Forces on active duty or state active duty and all members of the Florida National Guard and United States Reserve Forces. Failure of the Association to respond within 15 days shall be deemed to constitute approval.

11.3 Disapproval of Leasing. Approval of the Board shall be withheld only if a majority of the entire Board so votes. If the Association disapproves a proposed lease, renewal, or extension, the Unit Owner shall receive a statement indicating the reason for the disapproval, and the lease shall not be made, renewed, or extended. Any lease made in violation of this Declaration shall be voidable and the Association may institute suit to evict the tenant. The Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application if a denial is based upon any of the following factors:

(a) The persons seeking approval (which shall include all proposed occupants) has been designated by a court as a sexual predator or sexual offender, been convicted of the manufacture or distribution of a controlled substance as defined under the Federal Controlled Substances Act, or been convicted of a felony crime involving violence to persons or damage to property. For purposes of applying the foregoing factors, arrests shall not be considered, nor misdemeanor offenses, and the nature, severity and recency of the crime shall be considered as well as to what the convicted person has done since a conviction. The Association may disregard a conviction if the facts warrant it.

(b) The application for approval on its face, or the conduct of applicant, indicates that the person seeking approval (which shall include all proposed occupants) intends to conduct himself in a manner inconsistent with the Condominium Documents.

(c) A person seeking approval (which shall include all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other housing facilities or associations, or by conduct in this Condominium as a tenant, Unit Owner or occupant of a Unit.

(d) A person seeking approval (which shall include all proposed occupants) has failed to provide the information, fees or appearance required to process the application in a timely manner.

(e) All assessments, fines or other charges against the Unit and/or Unit Owner have not been paid in full.

11.4 Approval of Sale or transfer of Unit. A Unit Owner intending to make a sale of the Unit or any interest therein shall give to the Association notice of such intention, on forms prescribed by the Board if desired by the Board, and such other information concerning the intended sale and purchase as the Board may reasonably require, and shall provide a copy of the proposed contract of sale signed by the proposed purchaser. The prospective purchaser shall make himself or herself available for a personal interview prior to approval of such sale. The interview may be conducted over the telephone or other remote device it would be inconvenient for the applicant to appear for a personal interview. Within thirty (30) days after receipt of such fully completed notice and information, and the holding of a personal interview, whichever date last occurs, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by an Association officer or its agent, in recordable form. Failure of the Association to respond within the thirty-day period shall constitute approval.

11.5 Disapproval of Sale or Transfer of Unit. Approval of the Board shall be withheld only if a majority of the entire Board so votes. The Board shall consider the following factors and may confer with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval:

(a) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall include all proposed occupants) intends to conduct himself or herself in a manner inconsistent with the Condominium Documents.

(b) The persons seeking approval (which shall include all proposed occupants) has been designated by a court as a sexual predator or sexual offender, been convicted of the manufacture or distribution of a controlled substance as defined under the Federal Controlled Substances Act, or been convicted of a felony crime involving violence to persons or damage to property. For purposes of applying the foregoing factors, arrests shall not be considered, nor misdemeanor offenses, and the nature, severity and recency of the crime shall be considered as well as to what the convicted person has done since a conviction. The Association may disregard a conviction if the facts warrant it.

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

(d) The Owner allows a prospective owner to take possession of the premises prior to approval by the Association as provided for herein.

(e) The person seeking approval (which shall include all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations, or by conduct in this Condominium as a tenant, Unit Owner or occupant of a Unit.

(f) The person seeking approval (which shall include all proposed occupants) failed to provide the information, fees or appearance required to process the application in a timely manner.

(g) All assessments, fines and other charges against the Unit or the Unit Owner have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.

11.6 Right of First Refusal, Duty to Provide Alternate Purchaser. If the Association disapproves a proposed sale or transfer, the Unit Owner shall receive a statement indicating the reason for the disapproval. The Association shall have no duty to provide an alternate purchaser, and the Association's right of first refusal shall be optional, in the event the transfer is rejected for cause based on one or more of the grounds for disapproval set forth above. If the Association disapproves a prospective purchaser without cause, the Association shall have the obligation to purchase the Unit on the same terms and conditions as the offer from the disapproved purchaser or provide an alternate purchaser who shall purchase the Unit on the same terms and conditions as the offer from the disapproved purchaser. The closing between the selling Unit Owner and the Association, or the alternate purchaser, shall take place within sixty days after written notice of disapproval, or at such later date as the parties may agree.

11.7 Application Fees. The Association will require the payment of a transfer fee simultaneously with the giving of notice of intention to sell or lease, which fee may not exceed the maximum under the Condominium Act. No fee may be collected in connection with an application to renew or extend a previously approved lease.

11.8 If the owner and holder of a first mortgage of record acquires title to the Condominium Parcel as a result of the foreclosure of the mortgage, or by deed given in lieu of foreclosure, the Association shall not have a right to approve the transfer and the mortgagee shall automatically be entitled to membership in the Association. All other persons who may acquire title at a foreclosure or judicial sale are subject to approval of the Association as provided herein. If circumstances do not permit approval prior to the transfer, then the acquisition of title shall be subject to subsequent approval of the Association.

ARTICLE 12.
Intentionally omitted

ARTICLE 13.
Compliance and Default

13.1) Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations adopted pursuant thereto and as said documents and Rules and Regulations may be amended from time to time. Failure of a Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the relief hereinunder provided, in addition to the remedies provided by the Condominium Act.

13.2) Enforcement. The Association and its directors, officers and agents are hereby empowered to enforce this Declaration and the Bylaws and Rules and Regulations of the Association by entry to any Unit at any reasonable time to make inspection, correction or compliance.

13.3) Negligence. A Unit Owner shall be liable to the Association, and as to damage to other Units, to other Unit Owners, for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any number of his family, or his or their guests, servants, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association or other Unit Owners. In the event such payment is not made by the Unit Owner within thirty days after written demand by the Association, the Association shall have the right to pursue any of the collection remedies set forth in Article 6.2(h) hereof. A Unit Owner shall also pay the Association the amount of any increase in its insurance premium occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the common elements, by the Unit Owner.

13.4) Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, the Bylaws or the Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, or for a declaratory judgment relating to the rights of the Association or Unit Owners thereunder, the prevailing party shall be entitled to recover the costs and expenses

of the proceeding and reasonable attorneys' fees to be awarded by the court, whether for trial or appellate legal services.

13.5) No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

ARTICLE 14. Amendments

14.1) Amendments. Except as otherwise specifically provided and except as otherwise specifically reserved by the Developer, this Declaration of Condominium may be amended only in the manner hereinafter set forth.

14.2) Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

14.3) Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by at least twenty percent (20%) of the voting interests of the members of the Association. Except as elsewhere provided, amendments must be approved by not less than a majority of the votes of the entire membership of the Association.

14.4) Limitation on Amendment. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or groups of Units unless the Unit Owners so affected shall consent.

14.5) Amendments By Board. The Board, by a two-thirds vote of the entire Board, may effect an amendment to the Declaration in any of the following circumstances:

(a) To bring the Declaration into compliance with the provisions of subsequently enacted laws, rules or regulations adopted by governmental authority which, in the opinion of counsel for the Association, are reasonably likely to be applicable to the Association.

(b) If the Board determines, in the reasonable exercise of its judgment, that as a result of new, changing or evolving technology, materials, procedures, devices or standards the Declaration should be amended to take cognizance of such matters so that the overall intent of the Declaration shall not be frustrated by changing circumstances.

(c) If the Board determines, in the reasonable exercise of its judgment, that there is a scrivener's error or other error or omission that results in an ambiguity, inconsistency or an incomplete provision, or if experience with a particular provision results in an ambiguity with respect to the practical application of such provision.

(d) Provided, however, that no Board adopted amendment to the Declaration pursuant to this Article 14.5 shall go into effect until not fewer than sixty (60) days' notice of the amendment shall have been given to the Unit Owners. If, during the time between the giving of such notice and the proposed effective date stated therein, Unit Owners having not less than ten (10%) percent of all voting interests in this Condominium request in writing that a meeting of the Unit Owners be called, then and in such event, the Board shall call such meeting promptly, the purpose of which meeting shall be to determine whether or not the amendment adopted by the Board shall go into effect. Effectiveness of any amendment shall be suspended until the end of such meeting. At such meeting if a quorum is obtained, a majority of those voting interests of those Unit Owners present, in person or by proxy, may determine that the amendment adopted by the Board, or any part thereof, shall not be effective. If a quorum is not obtained at such meeting, or if at such meeting there is no majority vote against such amendment, then the amendment shall go into effect at the later of the date specified in the notice, or the conclusion of such meeting. Thirty (30) days after the certificate of any amendment adopted by the Board pursuant hereto is recorded in the Public Records, the authority of the Board to adopt such amendment shall be conclusively presumed, shall be binding upon all Unit Owners, and may not be challenged in any court proceeding or otherwise.

14.6) Execution and Recording. Except as otherwise specifically provided herein, a copy of each such amendment shall be attached to a certificate by the Association certifying that the amendment was duly adopted,

which certificate shall be executed by the President or Vice-President of the Association with all the formalities of a deed. Any such amendment shall be effective only when such certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

ARTICLE 15. Termination

15.1) Termination. The Condominium, subject to the provisions of Article 15.6 hereof, may be terminated in the manner hereinafter provided, in addition to the manner provided in the Condominium Act.

15.2) Agreement. The Condominium, subject to the provisions of Article 15.6 hereof, may be terminated by the approval in writing of all of the Owners of the Units therein, and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than seventy percent (70%) of the Units and of the record Owners of all mortgages upon the Units, are obtained in writing, not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the Units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. Such option shall be upon the following terms:

(a) Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the Units to be purchased, of an agreement to purchase signed by the record owners of the Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating owner and shall agree to purchase all of the Units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two real estate appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitration may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(c) Payment. The purchase price shall be paid in cash at closing.

(d) Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

15.3) Certificate. The termination of the Condominium shall be evidenced by a certificate of the Association executed by the President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Sarasota County, Florida.

15.4) Shares of Owners after Termination. After termination of the Condominium, the Unit Owners shall own the Condominium property and all assets of the Association as tenants-in-common, in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the Common Elements appurtenant to the owners' Unit prior to the termination.

15.5) Amendment. The section concerning termination cannot be amended without consent of all Unit Owners and all record owners of mortgages upon Units.

ARTICLE 16 Institutional First Mortgagees

16.1) Written Consent Required. Except as otherwise specifically provided herein, the written consent of all institutional first mortgagees shall be first obtained prior to (1) the subdivision of any Unit; (2) any change in the percentage of ownership of the Common Surplus or Common Elements; (3) any change in the percentage of sharing the Common Expense or Assessments; (4) any change in the voting rights; and (5) termination of the

Condominium to the extent the institutional first mortgagee shall not be paid in full under the approved Plan of Termination. Such consent shall not be unreasonably withheld.

16.2) Acquiring Mortgagee's Responsibility for Accrued and Unpaid Assessments. Notwithstanding anything herein to the contrary, an institutional first mortgagee who acquires title to a Unit by foreclosure or deed in lieu thereof shall not be responsible for the payment of any unpaid assessments pertaining to such Unit accrued at the time such institutional first mortgagee acquired title to such Unit as provided in the Condominium Act, and shall not be liable for any assessments in excess of the liability provided in the Condominium Act unless a claim of lien for such assessments was recorded prior to the recording of the mortgage..

ARTICLE 17.
Severability

17.1) Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision in this Declaration of Condominium and the Articles of Incorporation, Bylaws and Regulations of the Association shall not affect the validity of the remaining portions thereof.

The Board of Directors hereby certifies the accuracy of the recitals herein and executes this Amended and Restated Declaration of Condominium this ___ day of August, 2017.

[Signature]
Witness signature
Peter Robinson
Print name of witness

[Signature]
Witness signature
Kacheal Robinson
Print name of witness

[Signature]
Witness Signature
Christal Janowski
Printed Name of Witness

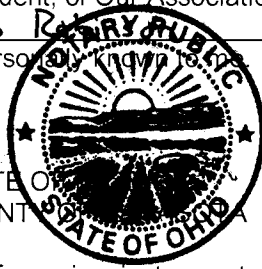
[Signature]
Witness Signature
Chad M. McClenathen
Printed Name of Witness

[Signature]
Our Association, Inc.)
Bob Robinson, President
By: Bob Robinson, President

[Signature]
Attest: Michelle Rietsch, Secretary

STATE OF OHIO
COUNTY OF

The foregoing instrument was acknowledged before me this 7th day of August, 2017 by Bob Robinson, as President, of Our Association, Inc., on behalf of the Association. He is personally known to me or has produced Bob Robinson's Driver License as identification. If no type of identification is indicated he is personally known to me.



Matthew A. Hoffman
Notary Public, State of Ohio
My Commission Expires
January 24, 2022
Notary Public

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this 20 day of August, 2017 by Michelle Rietsch, as Secretary, of Our Association, Inc., on behalf of the Association. She is personally known to me or has produced Fla. Drivers License as identification. If no type of identification is indicated he is personally known to me.

[Signature]
Notary Public

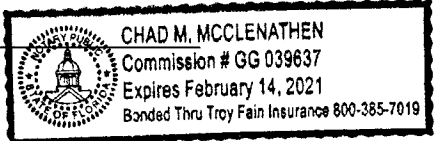


EXHIBIT "A"

(Phase I Description)

OR 1369 PG 1186

Commence at the intersection of the North line of Section 13, Township 57 South, Range 17 East, Sarasota County, Florida, and the West right-of-way line of Midnight Pass Road (50' R/W, S.R. 789); thence South along said West right-of-way line, 551.22'; thence N 87°20'40" W, 768.97' for a Point of Beginning, said point also being on the South boundary line of Unit No 7, Siesta Isles Subdivision, as per the plat thereof recorded in Plat Book 13, Page 20 of the Public Records of Sarasota County, Florida, thence S 2°39'20" W, 263.00'; thence S 89°20'40" E, 31.95'; thence S 2°39'20" W, 37.00' to intersect the Northerly right-of-way line of Beach Road (60' R/W); thence N 87°20'40" W along the Northerly right-of-way line of said Beach Road, 524.95' to the Southeast corner of LaSiesta, a Condominium, as per Plat thereof recorded in Condominium Book 6, Page 30 of the Public Records of Sarasota County, Florida; thence N 2°40'26" E along the Easterly boundary line of said LaSiesta Condominium, 300.00' to intersect the South boundary line of Unit No. 3, Siesta Isles Subdivision, as per the Plat thereof recorded in Plat Book 11, Page 25 of the Public Records of Sarasota County, Florida; thence S 87°20'40" E along the South boundary line of said Siesta Isles Subdivision, 492.90' to the Point of Beginning, and containing 3.42 acres, more or less.

Subject to an underground utility easement in favor of Siesta Key Utilities Authority, Inc., over the Northerly 25.00' as recorded in Official Records Book 1285, Pages 1654, of the Public Records of Sarasota County, Florida.

Subject to a 10.00' by 20.00' utility easement in favor of Siesta Key Utilities Authority, Inc., as recorded in Official Records Book 1300, Pages 971, of the Public Records of Sarasota County, Florida.

Subject to a 10.00' wide utility easement in favor of Florida Power and Light Company as recorded in Official Records Book 1356, Pages 1691, of the Public Records of Sarasota County, Florida.

Subject to reservation by Developer of the right to dedicate the Southerly 15.00' for additional road right-of-way.

Exhibit 'A'
Page 1

Phase II

Commence at the Intersection of the North line of Section 13, Township 37 South, Range 17 East, Sarasota County, Florida, and the West right-of-way line of Midnight Pass Road (50' R/W, S.R. 789); thence South along said West right-of-way line, 551.22' for a Point of Beginning; thence continue South along said West right-of-way line, 106.51'; thence West along said West right-of-way line, 25.00'; thence South along said West right-of-way line, 102.62'; thence S 60°28'03" W along said right-of-way line, 112.51', also being a point on the North right-of-way line of Beach Road (120' R/W, S.R. 789-A); thence N 37°20'40" W along said North right-of-way line 484.51'; thence S 2°39'20" W along said North right-of-way line, 30.00' (60' R/W, S.R. 789-A); thence N 87°20'40" W along said North right-of-way line, 142.00'; thence N 2°39'20" E, 37.00'; thence N 87°20'40" W, 31.95'; thence N 2°39'20" E, 263.00' to intersect the South boundary line of Unit 7, Siesta Isles Subdivision, as per the Plat thereof recorded in Plat Book 13, Page 20 of the Public Records of Sarasota County, Florida; thence S 87°20'40" E, 768.97' to the Point of Beginning and containing 4.74 acres, more or less.

SUBJECT TO:

1. Underground Utility Easement dated December 27, 1978, between Siesta Key Limited Partnership and Siesta Key Utilities Authority, Inc., recorded in O.R. Book 1285, Page 1654, et seq, Public Records of Sarasota County, Florida.
2. Underground Utility Easement dated February 15, 1980, between Siesta Key Limited Partnership and Siesta Key Utilities Authority, Inc., recorded in O.R. Book 1356, Page 1688, Public Records of Sarasota County, Florida.
3. Easement in favor of Florida Power and Light Company dated February 15, 1980, and recorded in O.R. Book 1356, Page 1691, Public Records of Sarasota County, Florida.
4. Easement for Underground Drainage Lines in favor of Wen Chung Developments, Inc., dated April 15, 1981, and recorded in O.R. Book 1435, Page 1720, et seq, Public Records of Sarasota County, Florida.

Exhibit "1"

Exhibit 'A'
page 2

REC 1452 PG 1908

OUR HOUSE AT THE BEACH, a Condominium

SECTION 13, TOWNSHIP 37 SOUTH, RANGE 17 EAST, SARASOTA COUNTY, FLORIDA

NOTES

1. ALL EASES AND IMPROVEMENTS ARE CONVEYED TO THE UNIT OWNERS AS SHOWN ON THE PLAN.
2. THE UNIT OWNERS SHALL MAINTAIN, REPAIR AND REPLACE THE COMMON AREAS AND THE COMMON EASES AND IMPROVEMENTS AS SHOWN ON THE PLAN.
3. THE UNIT OWNERS SHALL MAINTAIN, REPAIR AND REPLACE THE COMMON AREAS AND THE COMMON EASES AND IMPROVEMENTS AS SHOWN ON THE PLAN.
4. THE UNIT OWNERS SHALL MAINTAIN, REPAIR AND REPLACE THE COMMON AREAS AND THE COMMON EASES AND IMPROVEMENTS AS SHOWN ON THE PLAN.
5. THE UNIT OWNERS SHALL MAINTAIN, REPAIR AND REPLACE THE COMMON AREAS AND THE COMMON EASES AND IMPROVEMENTS AS SHOWN ON THE PLAN.
6. THE UNIT OWNERS SHALL MAINTAIN, REPAIR AND REPLACE THE COMMON AREAS AND THE COMMON EASES AND IMPROVEMENTS AS SHOWN ON THE PLAN.
7. ALL UNIT EASES ARE GRANTED TO THE UNIT OWNERS AS SHOWN ON THE PLAN.

UNIT HORIZONTAL BOUNDARY AND ELEVATION SCHEDULE

UNIT	BOUNDARY	ELEVATION
1	0.00	0.00
2	0.00	0.00
3	0.00	0.00
4	0.00	0.00
5	0.00	0.00
6	0.00	0.00
7	0.00	0.00
8	0.00	0.00
9	0.00	0.00
10	0.00	0.00
11	0.00	0.00
12	0.00	0.00
13	0.00	0.00
14	0.00	0.00
15	0.00	0.00
16	0.00	0.00
17	0.00	0.00
18	0.00	0.00
19	0.00	0.00
20	0.00	0.00
21	0.00	0.00
22	0.00	0.00
23	0.00	0.00
24	0.00	0.00
25	0.00	0.00
26	0.00	0.00
27	0.00	0.00
28	0.00	0.00
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32	0.00	0.00
33	0.00	0.00
34	0.00	0.00
35	0.00	0.00
36	0.00	0.00
37	0.00	0.00
38	0.00	0.00
39	0.00	0.00
40	0.00	0.00
41	0.00	0.00
42	0.00	0.00
43	0.00	0.00
44	0.00	0.00
45	0.00	0.00
46	0.00	0.00
47	0.00	0.00
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97	0.00	0.00
98	0.00	0.00
99	0.00	0.00
100	0.00	0.00

DEFINITION OF UNIT

The word "unit" shall include the interior walls, ceiling, floor, and fixtures of the unit, including the kitchen, bathroom, and bedroom. It shall also include the air conditioning unit, the electrical panel, and the plumbing fixtures. The unit shall be defined by the boundaries shown on the plan and the elevations set forth in the schedule. The unit owner shall be responsible for the maintenance and repair of the unit and the common areas.

PHASE I DESCRIPTION

Phase I consists of the common areas, including the lobby, the elevator shaft, the stairs, and the mechanical rooms. It also includes the exterior walls, the roof, and the landscaping. The Phase I owner shall be responsible for the maintenance and repair of these areas. The Phase I owner shall also be responsible for the payment of the common charges for the Phase I areas.

PHASE II DESCRIPTION

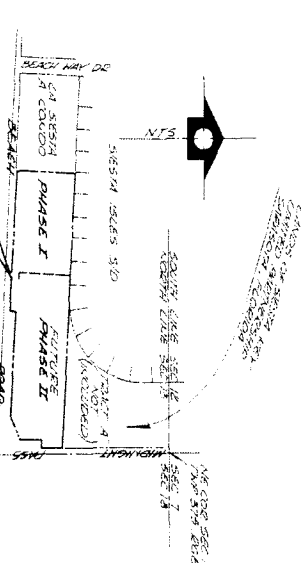
Phase II consists of the individual units, including the kitchen, bathroom, and bedroom. It also includes the interior walls, the ceiling, and the floor. The Phase II owner shall be responsible for the maintenance and repair of these areas. The Phase II owner shall also be responsible for the payment of the common charges for the Phase II units.

COMMON RECREATIONAL FACILITIES

The common recreational facilities include the swimming pool, the tennis court, and the playground. These facilities are to be used by the unit owners and their guests. The common recreational facilities shall be maintained by the common owner, and the unit owners shall be responsible for the payment of the common charges for the maintenance and repair of these facilities.

PHASE DEVELOPMENT RESERVATION

The common owner reserves the right to develop additional units and common areas on the site. The common owner shall be responsible for the maintenance and repair of these areas. The common owner shall also be responsible for the payment of the common charges for the Phase I areas and the common recreational facilities.



OUR HOUSE AT THE BEACH LOCATION MAP

This map shows the location of the development within the Section 13, Township 37 South, Range 17 East, Sarasota County, Florida. The map includes the boundaries of the section, the location of the development, and the names of the adjacent sections and townships.

CERTIFICATE OF SURVEYOR

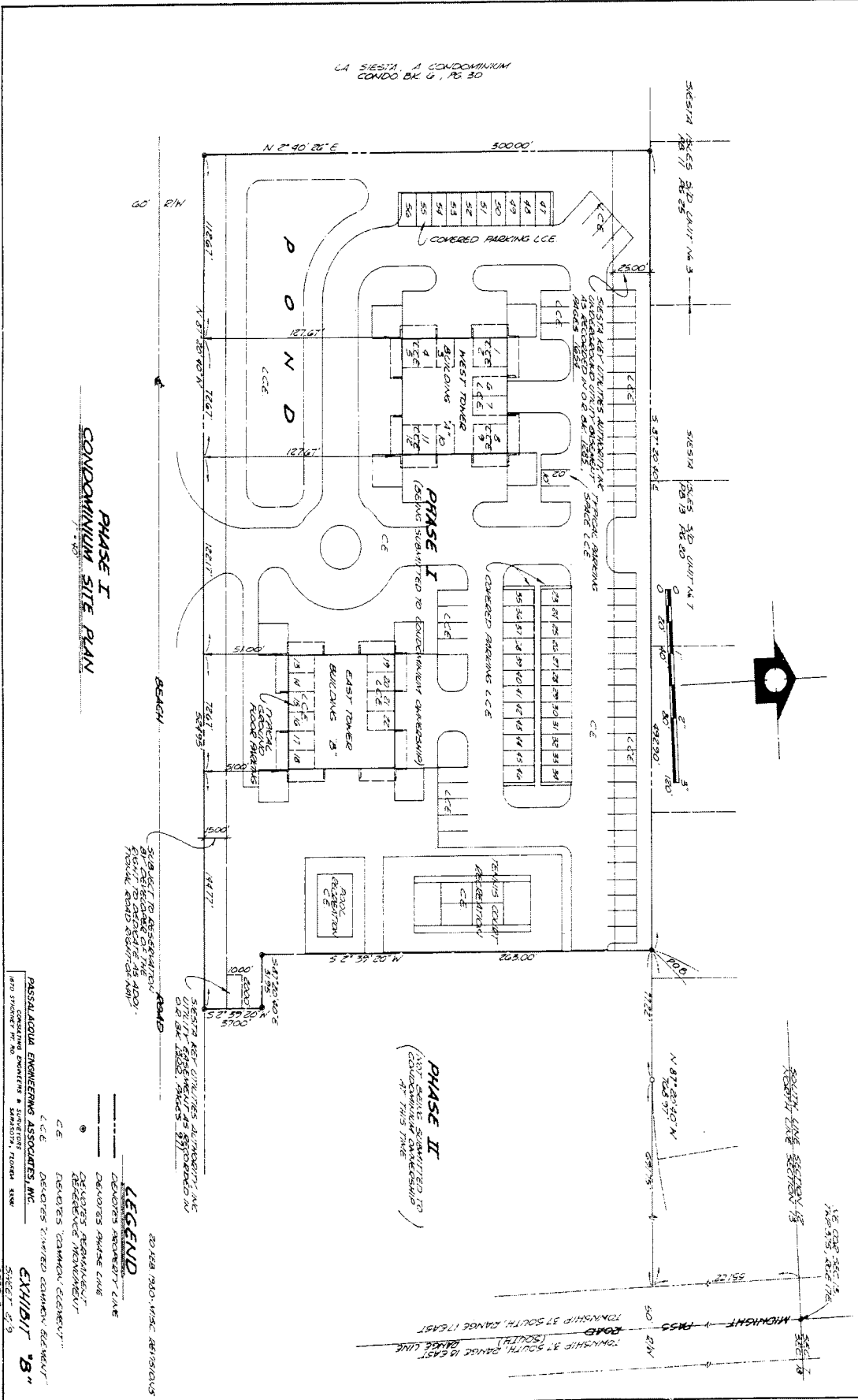
I, the undersigned, being a duly qualified and licensed Surveyor of the State of Florida, do hereby certify that the foregoing is a true and correct copy of the original record of the plat of the development as the same appears on the records of the State of Florida. I am a duly qualified and licensed Surveyor of the State of Florida. My commission expires on the 31st day of December, 2000.



EXHIBIT B

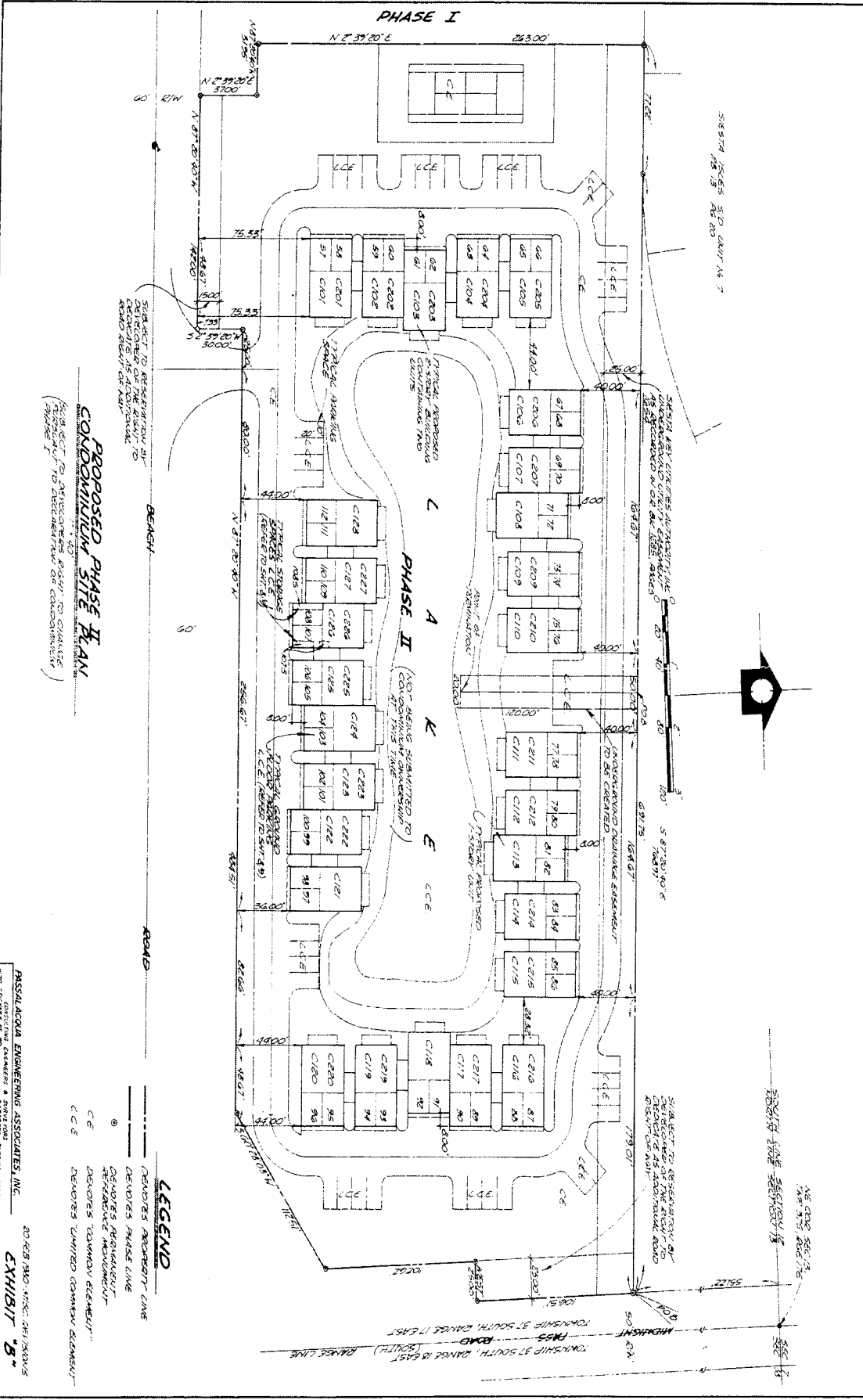
OUR HOUSE AT THE BEACH, a Condominium

SECTION 13, TOWNSHIP 37 SOUTH, RANGE 17 EAST, SARASOTA COUNTY, FLORIDA



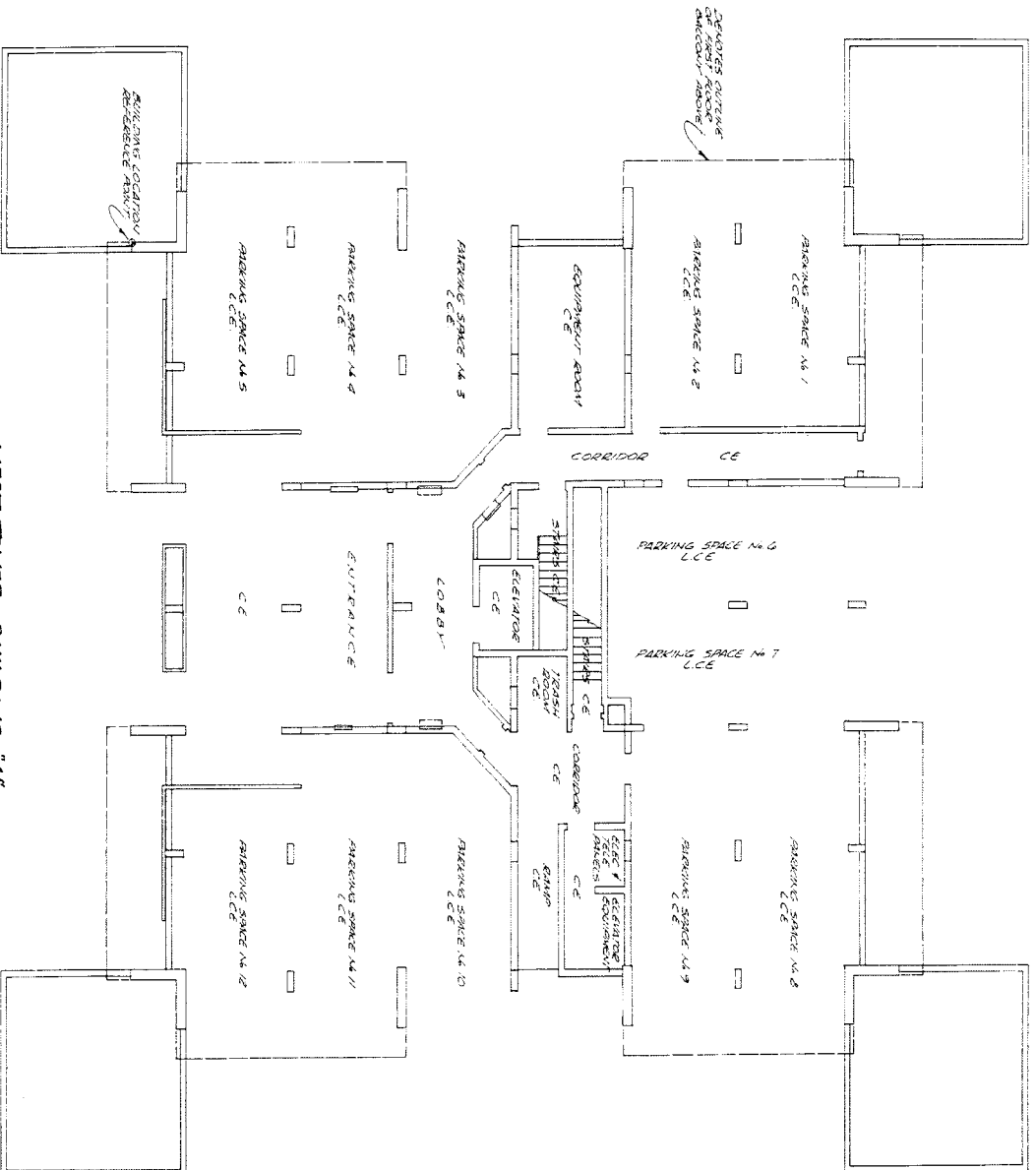
OUR HOUSE AT THE BEACH, a Condominium

SECTION 13, TOWNSHIP 37 SOUTH, RANGE 17 EAST, SARASOTA COUNTY, FLORIDA



OUR HOUSE AT THE BEACH, a Condominium

SECTION 13, TOWNSHIP 37 SOUTH, RANGE 17 EAST, SARASOTA COUNTY, FLORIDA

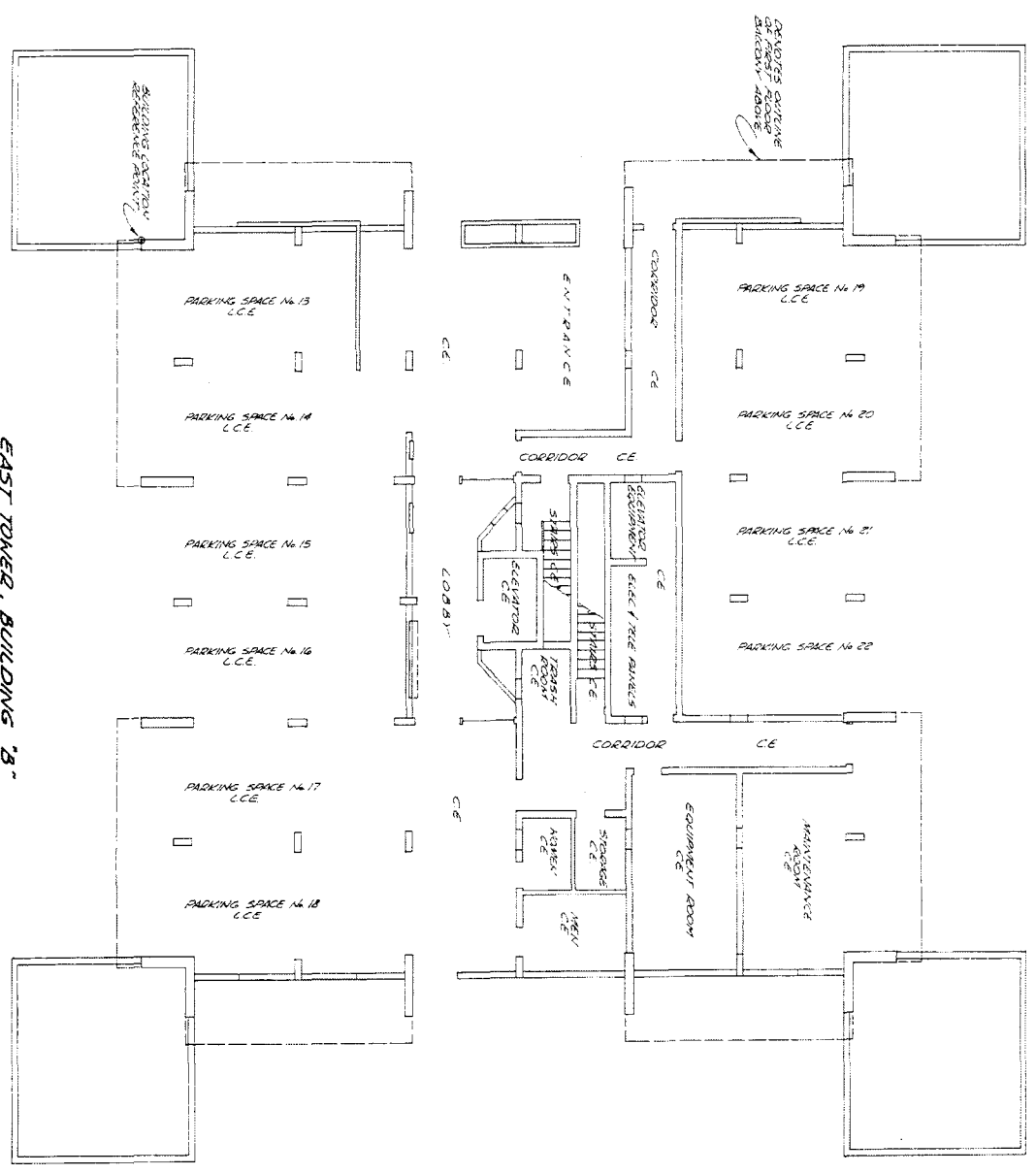


WEST TOWER, BUILDING "A"
GROUND FLOOR PLAN

ASSALACQUA ENGINEERING ASSOCIATES, INC.
201728 80-4992 REVISED
EXHIBIT "B"
1817 02

OUR HOUSE AT THE BEACH, a Condominium

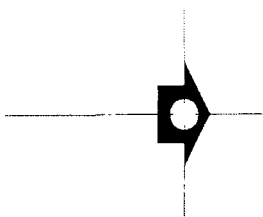
SECTION 13, TOWNSHIP 37 SOUTH, RANGE 17 EAST, SARASOTA COUNTY, FLORIDA



EAST TOWER BUILDING 'B'
GROUND FLOOR PLAN

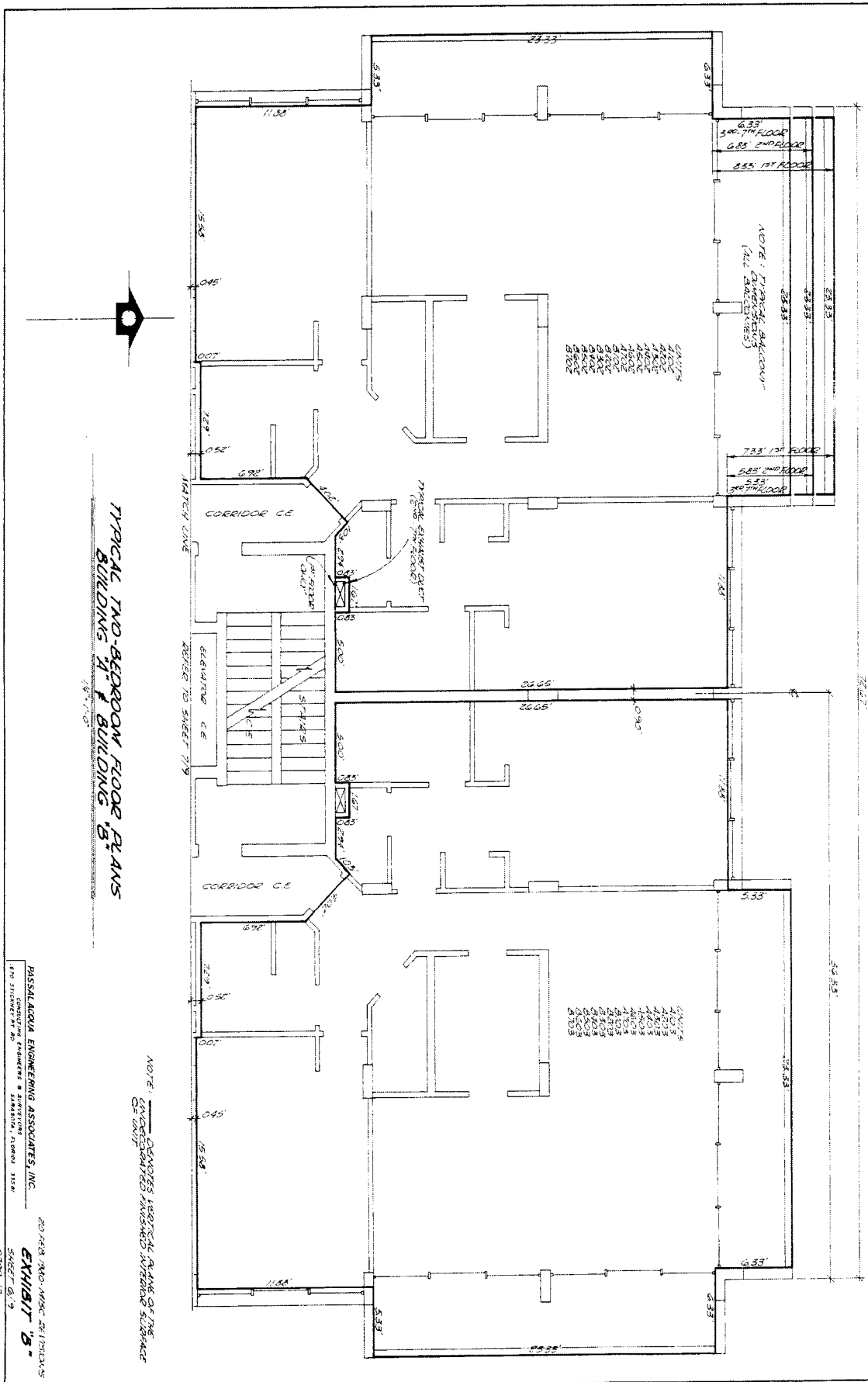
PASSALACQUA ENGINEERING ASSOCIATES, INC.
1400 TOWNSHIPS 37 S
SARASOTA, FLORIDA 34231

20 FEB 1980 - FINAL REVISIONS
EXHIBIT 'B'
SHEET 5 OF 9
CE-79-11



OUR HOUSE AT THE BEACH, a Condominium

SECTION 13, TOWNSHIP 37 SOUTH, RANGE 17 EAST, SARASOTA COUNTY, FLORIDA



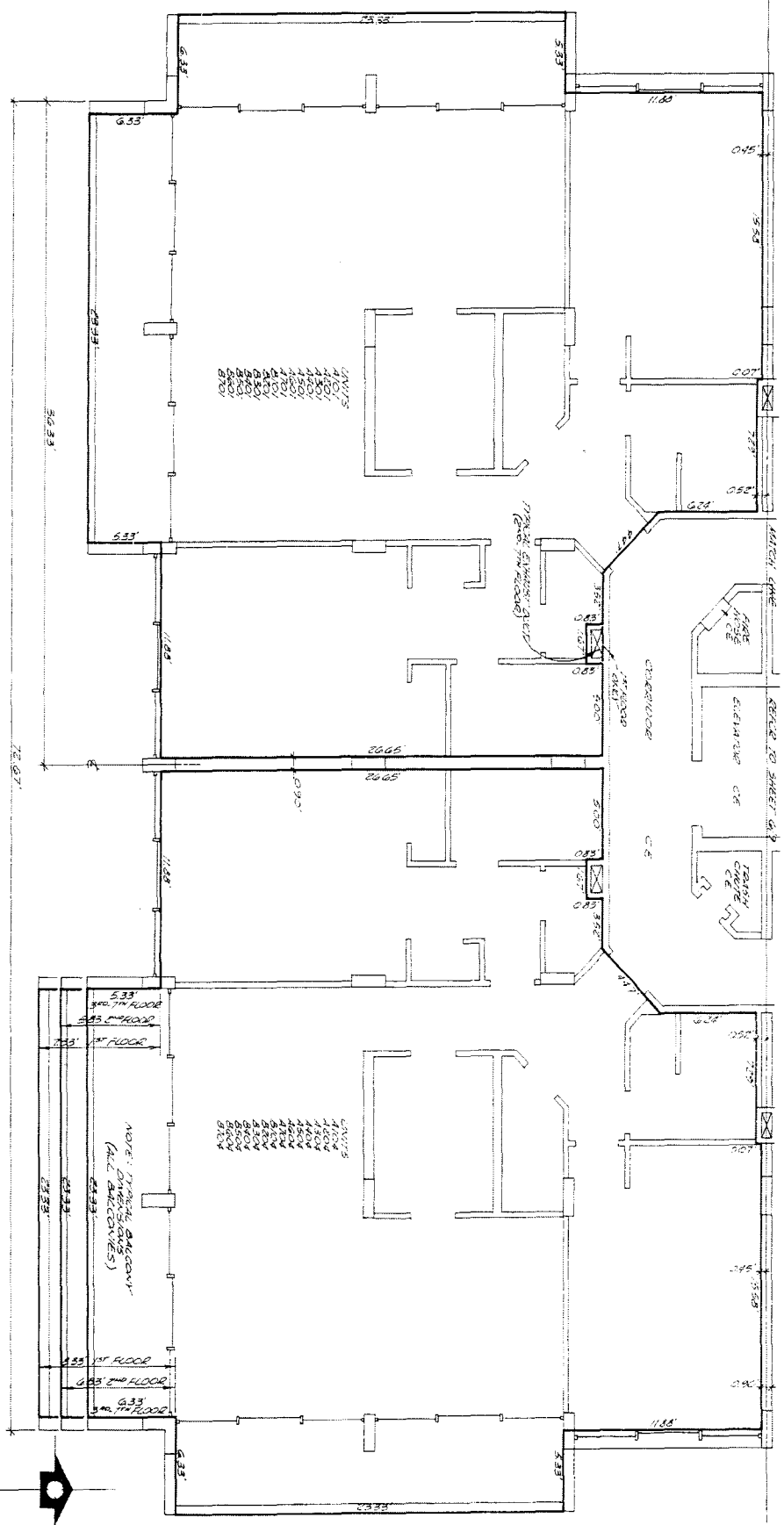
TYPICAL TWO-BEDROOM FLOOR PLANS
BUILDING A & BUILDING B

NOTE: CONVERTS ARCHITECTURAL NAME OF THIS
OF UNIT NUMBERED IN OWNER'S OFFICE

PASSAL AQUILA ENGINEERING ASSOCIATES, INC.
CONSULTING ENGINEERS & ARCHITECTS
470 S. BAYVIEW BLVD., SUITE 1100
SARASOTA, FLORIDA 34236
20 FEB 1980 - 11:55 AM - 2/11/80
EXHIBIT B
SHEET 6 OF 9
C299-112

OUR HOUSE AT THE BEACH, a Condominium

SECTION 13, TOWNSHIP 37 SOUTH, RANGE 17 EAST, SARASOTA COUNTY, FLORIDA



NOTE: DIMENSIONS INDICATE PLACEMENT OF THE UNDESIGNATED FINISHED INTERIOR SURFACES

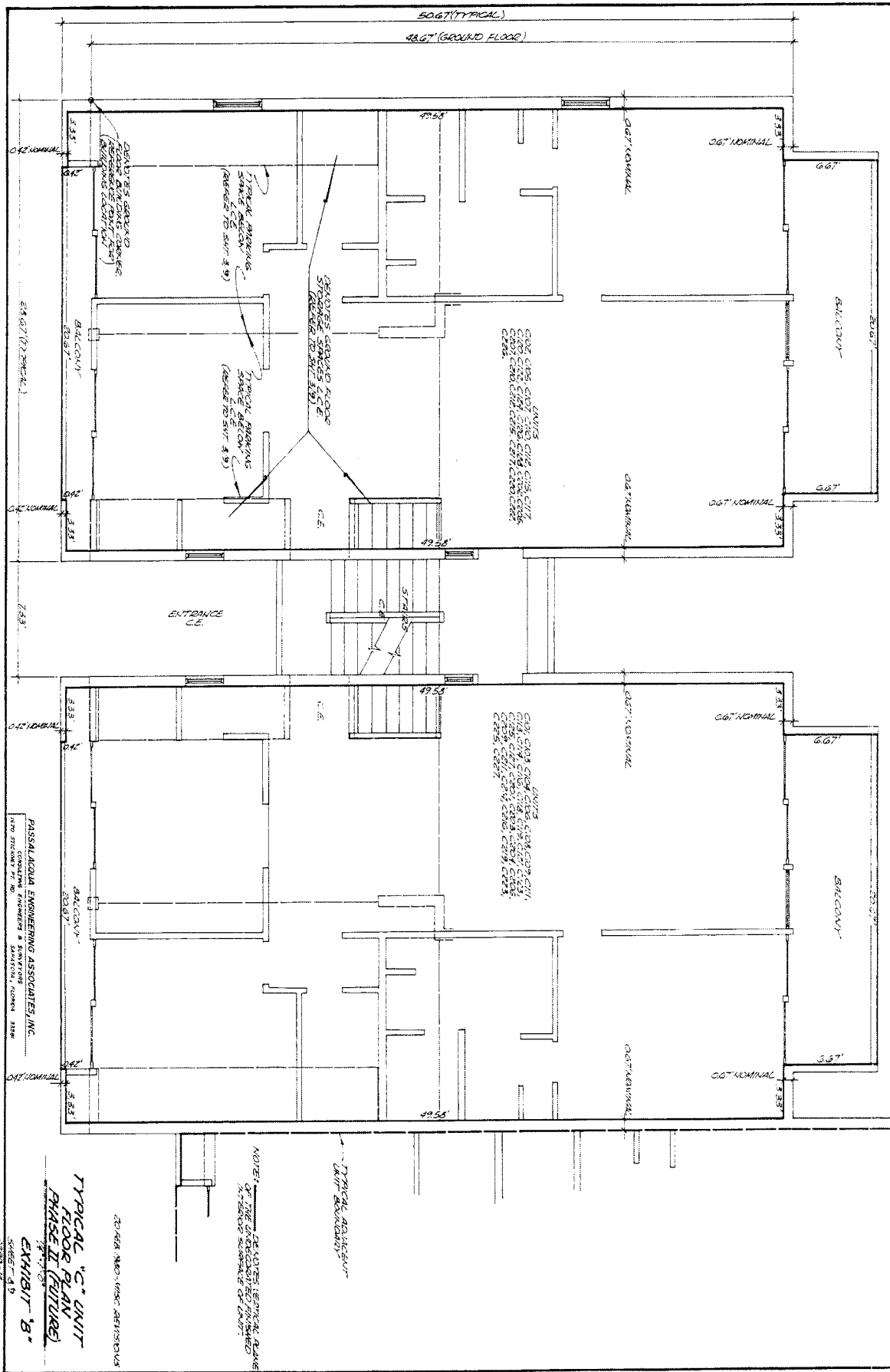
TYPICAL TWO-BEDROOM FLOOR PLANS
BUILDING "A" & BUILDING "B"

PASSALACQUA ENGINEERING ASSOCIATES, INC.
CONSULTING ENGINEERS & ARCHITECTS
3401 W. VICTORY BL. #2
SARASOTA, FLORIDA 34231
239-568-1900 FAX 239-568-1905
EXHIBIT "B"
SHEET 29
02/29/73

OUR HOUSE AT THE BEACH, a Condominium

SECTION 13, TOWNSHIP 37 SOUTH, RANGE 17 EAST, SARASOTA COUNTY, FLORIDA

CONDOMINIUM BOOK 14, PAGE 156.



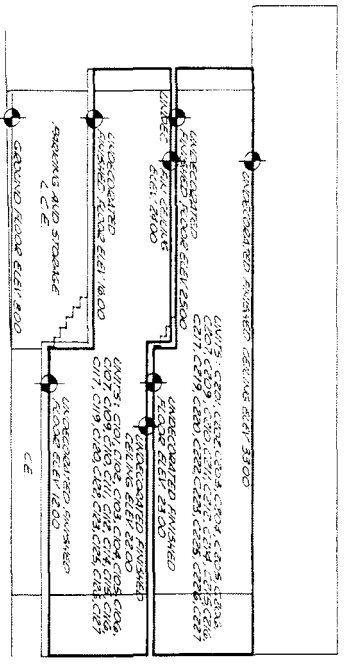
PASSALUNGA ENGINEERING ASSOCIATES, INC.
CONSULTING ENGINEERS & ARCHITECTS
1720 STRONG AVENUE, SUITE 100
SARASOTA, FLORIDA 34236

TYPICAL 'C' UNIT
FLOOR PLAN (REVISED)
EXHIBIT 'B'
SHEET 49

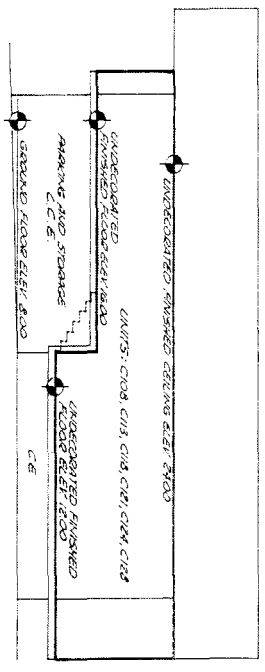
2016B-NAD-1000-ARCH-ARCHITECTS

OUR HOUSE AT THE BEACH, a Condominium

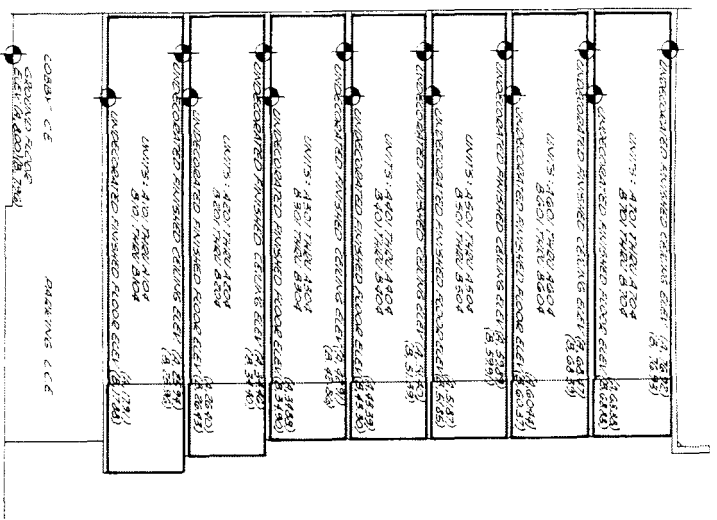
SECTION 13, TOWNSHIP 37 SOUTH, RANGE 17 EAST, SARASOTA COUNTY, FLORIDA



TYPICAL TWO-STORY BUILDING PHASE II (FUTURE)



TYPICAL ONE-STORY BUILDING PHASE II (FUTURE)



TYPICAL TOWER BUILDING PHASE I

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF
OUR HOUSE AT THE BEACH, A CONDOMINIUM

WHEREAS, on April 25, 1980, SIESTA KEY LIMITED PARTNERSHIP, a Florida limited partnership (herein the "Developer"), filed and recorded the Declaration of Condominium of OUR HOUSE AT THE BEACH, a Condominium (herein the "Condominium"), in Official Records Book 1368, Pages 1160, et seq, Public Records of Sarasota County, Florida (herein the "Original Declaration"); and

WHEREAS, on the same day the Developer recorded the Condominium Plat for the Condominium in Condominium Book 14, Pages 15, 15A through 15H, Public Records of Sarasota County, Florida (herein the "Original Plat"); and

WHEREAS, the "Surveyors Certificate" attached to the Original Declaration and the Original Plat required by §718.104(4)(e), Florida Statutes, recited and certified that while the construction of the West Tower (Building "A") and all planned improvements serving this particular building were substantially completed, the construction of the East Tower (Building "B") and all planned improvements serving that building were not yet substantially completed; and

WHEREAS, the construction of the East Tower (Building "B") and all planned improvements serving this building, including landscaping, utility services, access and common elements have now been substantially completed; and

WHEREAS, all buildings and planned improvements in Phase I of the Condominium are now substantially completed; and

WHEREAS, the Developer in Article 4.11 of the Original Declaration reserved the right, without the consent of any other persons, to amend the Original Declaration from time to time to reflect the substantial completion of the Condominium improvements; and

WHEREAS, the Developer desires to amend the Original Declaration to reflect the substantial completion of the East Tower (Building "B") and to reflect that all planned improvements serving this building are substantially completed and that all buildings and planned improvements in Phase I of the Condominium are now completed;

NOW, THEREFORE, the Developer does hereby, pursuant to Article 4.11 of the Original Declaration and Section 718.104(4)(e), Florida Statutes, hereby amend the Original Declaration and the Original Plat to reflect that all buildings and planned improvements in Phase I are substantially completed and to include the Supplemental Surveyor's Certificate attached hereto as Exhibit "A" and incorporated herein by reference. Except as amended herein, the Original Declaration and Original Plat, as amended herein, shall continue in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this First Amendment to Declaration this 22nd day of May, 1980.

Signed, sealed and delivered in the presence of:

SIESTA KEY LIMITED PARTNERSHIP,
a Florida limited partnership

Louis J. Jones
John A. Reed

By Julian R. Kossow
Julian R. Kossow,
its Managing General Partner

STATE OF FLORIDA
COUNTY OF SARASOTA

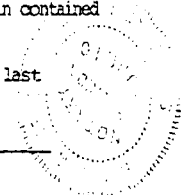
I HEREBY CERTIFY that on this day, before me, the undersigned authority duly authorized to take acknowledgments, personally appeared Julian R. Kossow, to me known to be the Managing General Partner of SIESTA KEY LIMITED PARTNERSHIP, a Florida limited partnership, and he acknowledged before me that he executed the foregoing First Amendment to Declaration of Condominium on behalf of the Limited Partnership as its free act and deed and swore before me that the facts therein contained are true and correct.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of May, 1980.

My commission expires:

John A. Reed
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 2 1981
BONDED THRU GENERAL INS. UNDERWRITERS



44-72
O.R. 1375 PG 1069
PREPARED BY MICHAEL J. FURIN, REC.
OF HOWARD, WENHILL, OULLER, TIMM & FURIN, P.A.
201 MAIN ST.
PORTAL DRAWER 4199
SARASOTA, FLORIDA 34237

SUPPLEMENTAL SURVEYOR'S CERTIFICATE


I, the undersigned land surveyor, authorized to practice in the State of Florida, do hereby certify pursuant to §718.104(4)(e), Florida Statutes, that:

A. The construction of the East Tower (Building "B") and all planned improvements serving this particular building, including landscaping, utility services, access and common element facilities, as reflected in the Declaration of Condominium of OUR HOUSE AT THE BEACH, a Condominium, recorded in O.R. Book 1368, Pages 1160, et seq, and the Condominium Plat recorded in Condominium Book 14, Pages 15, 15A through 15E, both in the Public Records of Sarasota County, Florida, have now been substantially completed.

B. The construction of all buildings and planned improvements in Phase I of the Condominium have now been substantially completed.

C. The Condominium Plat, together with the wording of the Declaration of Condominium, as recorded in the Public Records of Sarasota County, Florida, is an accurate representation of the location and dimensions of the improvements constituting Phase I and that the identification, location, and the dimensions of the common elements and each unit constituting Phase I can be determined therefrom.

Dated: May 21, 1980


WALTER R. MCCRACKEN, III,
Registered Land Surveyor
Florida Certificate No. 2030



O.R. 1375 PG 1070

JUN 6 9 15 AM '80


018592

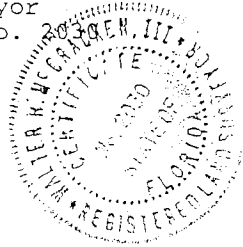
1452 1910

SECOND
SUPPLEMENTAL SURVEYOR'S CERTIFICATE

I, the undersigned land surveyor, authorized to practice in the State of Florida, do hereby certify pursuant to §718.104(4)(e), Florida Statutes, that all the improvements in Phases 1 and 2, OUR HOUSE AT THE BEACH, a Condominium, are substantially complete so that the Condominium Plat, together with the provisions of the Declaration of Condominium, as heretofore amended and as amended by the amendment to which this Certificate is attached, all as recorded in the Public Records of Sarasota County, Florida, are an accurate representation of the location and dimensions of the improvements in the condominium so that the identification, location and the dimensions of the common elements and each unit in the condominium can be determined therefrom.

Dated: July 7, 1981


WALTER R. McCRACKEN, III,
Registered Land Surveyor
Florida Certificate No. 20339



JUL 8 10 51 AM '81

FILED AND REGISTERED
R. H. HACKNEY JR. CLERK
SARASOTA COUNTY

114026

Exhibit "2"

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
OUR ASSOCIATION, INC.**

WHEREAS, the Articles of Incorporation for Our Association, Inc. were filed with the Florida Department of State on April 9, 1980, and

WHEREAS, the Articles of Incorporation were amended in 1987 and 1988 by instruments filed with the Florida Department of State, and

WHEREAS, these Amended and Restated Articles of Incorporation contain amendments to all the Articles, and

WHEREAS, not less than a majority of the entire membership of the Board of Directors approved the amendments and these Amended and Restated Articles of Incorporation at a duly noticed and convened Board meeting, and

WHEREAS, the amendments, and these Amended and Restated Articles of Incorporation, were approved by not less than a majority of the total voting interests of the membership at a duly noticed and convened membership meeting held on July 26, 2017, and

WHEREAS, the number of membership votes cast for the amendments were sufficient for approval under the corporation documents and applicable law.

NOW THEREFORE, the following are adopted as the Amended and Restated Articles of Incorporation of Our Association, Inc.

**ARTICLE I
NAME OF CORPORATION AND PRINCIPAL ADDRESS**

The name of this corporation shall be Our Association, Inc., hereinafter referred to as Association. The principal office and mailing address of the Association shall be 1001 Ocean Boulevard, Sarasota, Florida 34242. The Directors of the Association may change the location of the principal office from time to time.

**ARTICLE II
PURPOSES**

The purposes of this corporation shall be the operation and management of the affairs and property of a condominium known as Our House at the Beach, a Condominium located in Sarasota County, Florida, and to perform all acts provided in the Declaration of Condominium and the Florida Condominium Act.

**ARTICLE III
POWERS**

The Association shall have all of the statutory powers of a corporation not for profit and all of the powers and duties set forth in the Florida Condominium Act and the Declaration of Condominium, as amended from time to time.

**ARTICLE IV
MEMBERS**

All persons owning legal title to any of the condominium units of the Condominiums, which interest is evidenced by a duly recorded proper instrument in the Public Records of Sarasota County, Florida, shall be members. Membership shall terminate automatically and immediately as a member's vested interest in the record legal title terminates.

After the Association approves of a conveyance of a unit as provided in the Declaration of Condominium, the new unit owner shall deliver to the Secretary a copy of the recorded deed or other instrument of conveyance.

**ARTICLE V
VOTING RIGHTS**

Each condominium unit shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner.

**ARTICLE VI
INCOME DISTRIBUTION**

No part of the income of the Association shall be distributable to its members.

**ARTICLE VII
REGISTERED OFFICE AND REGISTERED AGENT**

The registered office of the Association shall be 5116 Ocean Blvd., Sarasota, Florida 34242, and the registered agent at such address shall be Tropical Sands Accommodations, LLC. The Board of Directors may change the registered agent and office at any time in accordance with legal requirements then in effect.

**ARTICLE VIII
EXISTENCE**

The term for which this corporation is to exist shall be perpetual, unless dissolved according to law.

**ARTICLE IX
BOARD OF DIRECTORS**

A governing board called the Board of Directors, who shall be elected and serve in accordance with the Bylaws, shall manage the affairs of this corporation.

**ARTICLE X
BYLAWS**

The Bylaws of this corporation may be amended, altered or rescinded in the manner provided in the Bylaws.

**ARTICLE XI
AMENDMENTS**

Amendments to these Articles shall be proposed and adopted in the following manner:

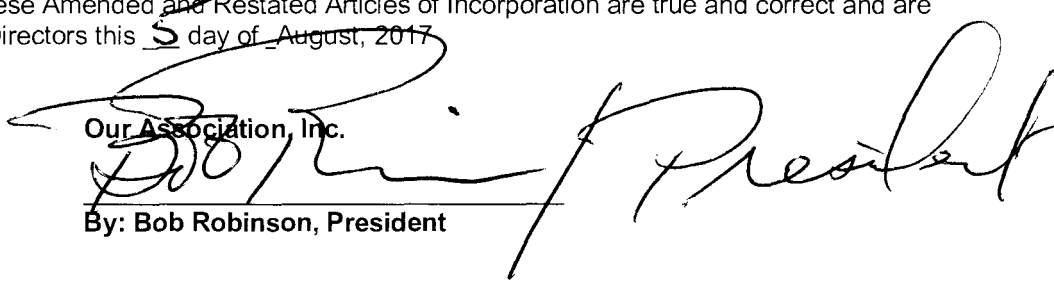
- A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered.
- B. A resolution for the adoption of a proposed amendment may be proposed either by vote of not less than a majority of the entire membership of the Board of Directors, or by not less than twenty (20%) percent of the total voting interests of the members of the Association.
- C. Except as otherwise required by law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved by vote of not less than a majority of the entire membership of the Board of Directors and by vote of not less than a majority of the total voting interests of the membership.
- D. An amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Sarasota County, Florida.

**ARTICLE XII
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

- A. Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer or committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceedings, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, nor in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership, by adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors and committee members as permitted by Florida law.
- B. Expenses. To the extent that a director, officer or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.
- C. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceedings upon receipt of an undertaking by or on behalf of the affected director, officer or committee member to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article XII, or as otherwise permitted by law.
- D. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.
- E. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, or committee member against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

The recitals set forth in these Amended and Restated Articles of Incorporation are true and correct and are certified as such by the Board of Directors this 5 day of August, 2017

Our Association, Inc.


By: **Bob Robinson, President**

**AMENDED AND RESTATED BYLAWS
OF
OUR ASSOCIATION, INC.**

WHEREAS, the original Bylaws of The Our Association, Inc. were recorded with the Declaration of Condominium of Our House at the Beach, a Condominium, in Official Records Book 1386, Page 1160, et seq., Public Records of Sarasota County, Florida, and

WHEREAS, the Bylaws were amended on numerous occasions by instruments recorded in the Public Records of Sarasota County, Florida, and

WHEREAS, not less than a majority of the entire membership of the Board of Directors approved the amendments and these Amended and Restated Bylaws at a duly noticed and convened Board meeting, and

WHEREAS, the amendments, and these Amended and Restated Bylaws, were approved by not less than a majority of the total voting interests of the entire membership at a duly noticed and convened membership meeting held on July 26_, 2017, and

NOW THEREFORE, the following are adopted and recorded as the Amended and Restated Bylaws of Our Association, Inc.

1. Identity. These are the Bylaws of Our Association, Inc. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, organized for the purpose of administering a condominium known as Our House at the Beach, a Condominium located in Sarasota County, Florida (hereinafter referred to as the Condominium unless the context requires otherwise).
 - 1.1 Principal Office. The principal office of the Association shall be 1001 Ocean Boulevard, Sarasota, Florida 34242, or at such other place the Board may designate from time to time.
2. Definitions. The terms used herein shall have the same definitions as stated in the Florida Condominium Act (Chapter 718, Florida Statutes) unless the context requires otherwise.
3. Members. The members of the Association shall be the record owners of legal title to the units.
 - 3.1 Qualifications. Membership shall become effective upon the recording in the Public Records of a deed or other instrument evidencing the member's legal title to the unit.
 - 3.2 Voting Rights: Voting Interests. The members of the Association are entitled to one (1) vote for each unit owned by them. The total number of votes ("Voting Interests") is equal to the total number of units (106), provided, for so long as prohibited by law, the Association may not vote the unit it owns so that the total voting interest shall be (105). The total number of Voting Interests shall be reduced in the event one or more Voting Interests are suspended by the Board as provided by law, in which event all quorum and voting requirements shall be adjusted accordingly based on the reduced number of Voting Interests until such time as the suspended Voting Interest(s) is reinstated. The vote of a unit is not divisible. The following persons shall be authorized to cast a vote on behalf of a unit depending on the specified ownership interest:
 - (a) If a unit is owned by one natural person, that person has the right to cast a vote on behalf of the unit.
 - (b) If a unit is owned jointly by two or more persons, any of the record owners may cast a vote on behalf of the unit.

(c) If a unit is subject to a life estate, any of the life tenants may cast a vote on behalf of the unit, or the holder(s) of the remainder interest may cast the vote.

(d) If the owner of a unit is a corporation, any officer of the corporation may cast the vote of behalf of the unit.

(e) If a unit is owned by a partnership, any general partner may cast the vote on behalf of the unit.

(f) If a limited liability company owns a unit, any authorized agent may cast the vote on behalf of the unit.

(g) If a unit is owned by a trustee(s), the vote for the unit may be cast by any trustee of the trust, or by any grantor or beneficiary of the trust provided the grantor or beneficiary occupies the unit.

In a situation where there are two or more persons authorized to cast a vote on behalf of a unit, it shall be presumed that the person casting the vote has the consent of all such persons. In the event the persons who are authorized to vote on behalf of a unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted.

3.3 Approval or Disapproval of Matters. Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such unit at an Association meeting as stated in Section 3.2 above, unless the joinder of all owners is specifically required.

3.4 Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with ownership of a unit during the period of the membership, nor does it impair any rights or remedies which the Association may have against any former member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

4. Members' Meetings: Voting.

4.1 Annual Meeting. The annual members' meeting shall be held in Sarasota County on the date, at the place, and at the time determined by the Board from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members.

4.2 Special Meetings. Special members' meetings may be called by the President, Vice President, or by a majority of the Board of the Association, and must be called by the Association upon receipt of a written request from twenty percent (20%) of the total voting interest. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings shall be held in Sarasota County on the date, at the place, and at the time determined by the Board.

4.3 Notice of Meeting; Attendance; Waiver of Notice. Notice of a meeting of members shall state the time, place, date and the purpose(s) for which the meeting is called. The notice shall include an agenda. A copy of the notice with agenda shall be continuously posted at the designated location at the Condominium not less than fourteen (14) days before the meeting. The notice of any members' meeting shall be provided to every member by one of the following methods: (1) mailed postpaid and correctly addressed to the member's address shown in the current records of the Association, or (2) be hand delivered to the

member who must in that event sign a receipt, or (3) be electronically transmitted to a correct facsimile number or electronic mail address at which the member has consented to receive notice. Each member bears the responsibility of notifying the Association of any change of address. Consent by a member to receive notice by electronic transmission shall be revocable by the member by written notice to the Association. The posting and delivery of the notice shall be affected not less than fourteen (14) days, nor more than sixty (60) days prior to the date of the meeting. Proof of notice shall be given by affidavit.

Attendance at membership meetings is limited to members, board members, persons holding one or more proxies in accordance with these Bylaws, and persons invited by the Board to attend a meeting, including but not limited to, management personnel, counsel to the Association, accountants, engineers and other professionals. A unit owner may not invite any person to attend a meeting and may not use a general or special power of attorney for purposes of attempting to authorize a non-unit owner to attend a membership, committee or board meeting of the Association.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member shall constitute such member's waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

- 4.4 Quorum. A quorum at members' meetings shall be obtained by the presence, either in person or by proxy, of a majority of the total voting interests of the members.
- 4.5 Voting. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all unit owners for all purposes, except where otherwise provided by law or the governing documents.
- 4.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the unit and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be persons eligible to cast a vote on behalf of a unit as set forth in Section 3.2 of these Bylaws, or a spouse or domestic partner of an eligible voter. For purposes hereof, a "domestic partner" which shall mean a person who resides and has a personal relationship with the unit owner and is designated by the unit owner as such.

Except as specifically otherwise provided in this paragraph, members may not vote by general proxy, but may vote by use of a limited proxy. Both limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial reporting requirements; for votes taken to amend the Master Declaration, the Declarations, the Articles of Incorporation, or Bylaws; and for any other matter which the Florida Condominium Act requires or permits a vote of the unit owners. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. No proxy may be used to vote on the election of directors. The election of directors shall be by ballot in accordance with Section 5.3 of these Bylaws.

An executed proxy appearing to have been transmitted by the proxy giver, or a photographic, facsimile or equivalent reproduction of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote and ratifying the vote cast by his or her proxy.

- 4.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting.
- 4.8 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:
- (a) Call to order by President;
 - (b) Collection of director ballots;
 - (c) Appointment of inspectors of election and tallying of director ballots;
 - (d) At the discretion of the President, appointment by the President of a chairperson of the meeting (who need not be a director or member);
 - (e) Calling of the roll, certifying of proxies, and determination of a quorum, or in lieu thereof, certification and acceptance of the preregistration and registration procedures establishing the owners represented in person, by proxy;
 - (f) Confirmation of proper notice of the meeting;
 - (g) Reading and disposal of any unapproved minutes;
 - (h) Reports of officers;
 - (i) Reports of committees;
 - (j) Unfinished business;
 - (k) New business;
 - (l) Announcement of elected directors;
 - (m) Adjournment.

Such order may be waived in whole or in part by direction of the President or the chairperson.

- 4.9 Minutes of Meeting. The minutes of all meetings of unit owners shall be kept available for inspection by unit owners or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven years. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.
- 4.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special meeting of members may be taken without a meeting, provided the Association provides a letter or similar communication to each owner via one of the methods set forth in Section 4.3 of these Bylaws that explains the proposed action. The communication shall include a form of consent to permit each owner to consent to the proposed action, and instructions on consent procedures. The Association may proceed with the proposed action without further notice and without a vote at a membership meeting provided consents in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members entitled to vote thereon were present

and voted. If the requisite number of written consents are received by the Secretary within ninety (90) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the members at a meeting of the members. Within thirty (30) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Members may also consent in writing to actions taken at a meeting by providing a written statement to that effect and their vote shall be fully counted as if present at the meeting.

5. Directors.

- 5.1 Number, Tenure and Qualifications. The affairs of the Association shall be governed by a Board of not less than three or more than nine directors, and shall be fixed at seven members until changed by adoption of a membership resolution. All directors shall be elected to two-year terms provided however, that either the Board or the membership shall have the authority to temporarily assign a one-year term to one or more director positions if necessary to implement or continue a scheme of staggering the Board, to promote continuity of leadership, so that approximately one-half of the Board members are elected each year. A Director's term ends at the annual election at which his or her successor is to be duly elected, or at such other time as may be provided by law.
- 5.2 Qualifications. Every director must be at least 18 years of age and a person that is eligible to cast a vote on behalf of a unit as set forth in Section 3.2 of these Bylaws, or a spouse, or domestic partner of an eligible voter, provided however, there may be only one representative per unit serving on the Board at any time.
- 5.3 Election of Directors. The following procedures shall apply to Director elections:
- (a) Any eligible person desiring to be a candidate may submit a self-nomination, in writing, not less than forty (40) days prior to the scheduled election and shall automatically be entitled to be listed on the ballot.
 - (b) The ballot prepared for the annual meeting shall list all Director candidates in alphabetical order. Ballots shall be mailed to all voting interests with notice of the annual meeting and may be returned to the Association prior to the meeting, or cast at the meeting.
 - (c) There shall be no nominations from the floor on the date of the election.
 - (d) The election shall be by plurality vote (the nominees receiving the highest number of votes are elected). No cumulative voting is permissible. Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, such as the flipping of a coin by a neutral party.
 - (e) No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. The candidates shall automatically be elected and their names announced at the annual meeting.
- 5.4 Vacancies on the Board.

If the office of any director becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:

- (a) If vacancies occur as a result of a recall in which a majority or more of the directors are removed, the vacancies shall be filled in accordance with procedural rules adopted by the Division of Florida Condominiums, Mobile Homes and Timeshares.

- (b) If a vacancy occurs for any other reason, a majority of the remaining directors, even though less than a quorum, may appoint a successor, who shall hold office for the remaining unexpired term.

For purposes of the foregoing provisions, in order to establish a quorum at a Board meeting held to elect a replacement member to the Board, it shall be necessary only for a majority of the remaining directors to attend the meeting, either in person or by telephone conference participation. No other business may be transacted at the meeting until a quorum of the entire Board is present.

- 5.5 Removal of Directors. Any or all directors may be removed with or without cause by a majority vote of the entire membership, either by a written petition or at any meeting called for that purpose. The question shall be determined separately as to each director sought to be removed. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given.
- 5.6 Organizational Meeting. The organizational meeting of directors shall be held within ten (10) days of the annual election at such place and time as shall be fixed by the directors. Notice of the organizational meeting shall be posted at the designated location on the Condominium property at least 48 continuous hours in advance of the meeting.
- 5.7 Regular Meetings: Notice and Attendance. Regular meetings of the Board shall be held in Sarasota County at a location and at such times as shall be determined by a majority of the directors. The President, Secretary, or a majority of the Board shall have the authority to place an item on the agenda for any regular or special board meeting. Except for meetings to discuss personnel matters, or meetings with the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice, meetings of the Board shall be open to all unit owners who may participate in accordance with the written policy established by the Board.

Notice of such meetings shall be posted at a designated location at the Condominium at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency in which case the notice shall be posted as soon as practicable after the need for emergency meeting is known to the Association. All notices shall include an agenda for all known substantive matters to be discussed. Meetings at which regular monthly assessments are to be considered shall contain a statement that assessments will be considered and the nature of such assessments. Written notice of any meeting at which a non-emergency special assessment, or at which amendment to rules regarding unit use, will be considered, shall be provided to the members via one of the methods set forth in Section 4.3 of these Bylaws and posted at the Condominium not less than 14 continuous days prior to the meeting. The notice shall state the nature, estimated cost, and description of each purpose to be funded by the special assessment. Evidence of compliance with this 14-day notice shall be by affidavit by the person providing the notice, and filed among the official records of the Association.

Attendance at Board meetings is limited to unit owners, board members, and persons invited by the Board to attend a meeting, including but not limited to, management personnel, counsel to the Association, accountants, engineers and other professionals. A unit owner may not invite any person to attend a Board meeting and may not use a general or special power of attorney for purposes of attempting to authorize a non-unit owner to attend a membership, committee or board meeting of the Association.

- 5.8 Special Meetings. Special meetings of the Board may be called by the President, or Vice President, and must be called by the President or Secretary at the written request of a

majority of the directors. Special meetings of the Board shall be noticed and conducted in the same manner as provided herein for regular meetings. Members representing not less than twenty (20%) percent of the total voting interests may petition for an item of business to be discussed at a Board meeting.

- 5.9 Notice to Board Members/Waiver of Notice. Notice of Board meetings shall be given to Board members personally or by mail, telephone, email, or by facsimile transmission which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the receipt by said director of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 5.10 Quorum. Except as provided in Section 5.4 hereof, a quorum at directors' meetings shall consist of a majority of the entire Board. Directors may participate at meetings via telephone, real-time videoconferencing or similar real-time electronic or video communication. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of directors is specifically required by the governing documents. Directors may not vote by proxy. Directors may vote by secret ballot only for the election of officers. At all other times, a vote or abstention for each director present shall be recorded in the minutes.
- 5.11 Adjourned Meetings. If, at any proposed meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 5.12 Joinder in Meeting by Approval of Minutes. A member of the Board may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend, but such action may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.
- 5.13 Presiding Officer. The presiding officer at the directors' meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, the directors present may designate any person to preside.
- 5.14 Order of Business. If a quorum has been attained, the order of business at directors' meetings shall include:
- (a) Call to order by President;
 - (b) At the discretion of the President, appointment by the President of a chairperson of the meeting (who need not be a member or a director);
 - (c) Confirmation of proper notice of the meeting;
 - (d) Calling of the roll and determination of a quorum;
 - (e) Reading and disposal of any unapproved minutes;
 - (f) Report of officers, committees and management;
 - (g) Election of officers, if necessary;

- (h) Unfinished business;
- (i) New business;
- (j) Schedule next meeting dates
- (k) Adjournment.

Such order may be waived in whole or in part by direction of the President, or the presiding officer.

- 5.15 Minutes of Meetings. The minutes of all meetings of the Board shall be kept in a book available for inspection by unit owners, or their authorized representatives, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.
- 5.16 Executive Committee. The Board may, by resolution duly adopted, appoint an Executive Committee to consist of three members of the Board. Such Executive Committee shall have and may exercise all of the powers of the Board in management of the business and affairs of the Condominium during the period between the meetings of the Board insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the common expenses required for the affairs of the Condominium, (b) to determine the assessments payable by the unit owners to meet the common expenses of the Condominium, (c) to adopt or amend any rules and regulations governing the details of the operation and use of the Condominium property, (d) to fill vacancies on the Board or (e) to borrow money.
- 5.17 Other Committees. The Board may by resolution create other committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may authorize the President to appoint committee members, and designate the chairpersons of each committee. Committee members need not be directors.

Any committee authorized to take final action on behalf of the Board, or to make recommendations to the Board regarding the Association budget, shall conduct their affairs in the same manner as provided in these Bylaws for Board meetings. All other committees may meet and conduct their affairs in private without prior notice or owner participation. Notwithstanding any other law or documentary provision, the requirement that committee meetings be open to the unit owners is inapplicable to meetings between a committee and the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice.

6. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, or the governing documents may not be delegated to the Board by the unit owners. Such powers and duties of the Board shall include the following:

- (a) Operating and maintaining the common elements, limited common elements and Association Property.
- (b) Determining the common expenses required for the operation of the Condominium and the Association.
- (c) Collecting the assessments for common expenses from unit owners.
- (d) Employing and dismissing the personnel necessary for the maintenance and operation of the common elements.

- (e) Adopting and amending rules and regulations concerning the operation and use of the Condominium property, subject to the authority of the members to overrule such rules, as provided in Section 15 of these Bylaws.
- (f) Maintaining accounts at depositories on behalf of the Association and designating the signatories therefore.
- (g) Obtaining and reviewing insurance.
- (h) Making repairs, additions and improvements to, or alterations of, the Condominium or common property, and repairs to and restoration of the property, in accordance with the provisions of the governing documents after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (i) Enforcing obligations of the unit owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
- (j) Levying fines against unit owners for violations of the rules, regulations and restrictions established by the Association to govern the conduct of occupants at the Condominium. The Board may levy a fine against a unit owner, not to exceed the maximum amount permitted by law, for each violation by the owner, or his or her tenants, guests or visitors, of the governing documents, or rules and regulations, and a separate fine for each day of a continuing violation, provided, however, written notice of the nature of the violation and an opportunity to attend a hearing shall be given prior to the levy of the initial fine. No written notice or hearing shall be necessary for the levy of a separate fine for continued violations if substantially similar to the initial violation for which notice and a hearing was provided. The Board shall have the authority to adopt rules, regulations and policies to fully implement its fining authority.

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the governing documents or rules which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be conducted before a panel of three (3) unit owners appointed by the Board, none of whom may then be serving as directors or residing in the Unit of a director.

If the panel, by majority vote, which may be taken by secret ballot, does not agree with the fine, it may not be levied and the Association shall not collect from the unit owner any costs, expenses, or attorney fees relating to the attempt to levy a fine. The minutes of the hearing shall contain a statement of the results of the hearing, and the fine, if any, that was imposed.

If the panel, by majority vote, which may be taken by secret ballot, determines to levy a fine, the unit owner shall be liable for all attorney fees and costs incurred by the Association incident to the levy or collection of the fine. Any partial payments received by

the Association shall be first applied against attorney fees, then costs, then the unpaid fines.

- (k) Suspend, for a reasonable period of time, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other Association property, for failure to comply with the governing documents or rules and regulations.

The due process requirements, including the right to a hearing before a hearing panel, as set forth above in subsection "j" as to fining, shall be applicable to suspensions under this subsection "k".

There shall be no suspension of the right to use a limited common element intended to be used only by that unit, common elements needed to access the unit, utility services provided to the unit, parking spaces, or elevators.

The due process requirements provided herein for suspensions shall not apply to suspensions of voting rights or use rights due to a unit owner being more than 90 days delinquent in paying a monetary obligation to the Association, which may be imposed by action at a duly noticed Board meeting. Upon approval, the Association shall notify the unit owner and, if applicable, the unit's occupant, licensee, or invitee by mail or hand delivery.

- (l) Borrowing money, pledge regular or special assessments as collateral, and assign rights of collection to the lender in the event of a default under the loan, when required in connection with the operation of the Association or the maintenance, repair, replacement or improvement of the common elements or Association Property; provided, however, that approval by not less than two-thirds (2/3rds) of the voting interests of those members who are present in person or by proxy at a duly noticed and convened membership meeting shall be required for the borrowing of any sum in excess of ten percent (10%) of the annual budget of the Association, including reserves. Notwithstanding the foregoing cap, the Board may, in the exercise of its business discretion, no matter the amount, choose to pay insurance premiums in installments in order to spread the costly premiums over a period of time and may in the process borrow or incur installment debt to the insurance companies or their agents.

- (m) Contracting for the management and maintenance of the property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the common elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the governing documents and the Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

All contracts for the purchase, lease, or renting of materials or equipment, all contracts for services, and any contract that is not to be fully performed within one year, shall be in writing. For so long as required by law, the Association shall obtain competitive bids for any contract which requires payment exceeding five (5%) percent of the total annual budget of the Association (except for contracts with employees of the Association, management firms, attorneys, accountants, architects, engineers, or landscape engineers), unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within the county serving the Association. The Board need not accept the lowest bid.

Contracts must disclose any financial or ownership interest a board member, or any party providing maintenance or management services to the Association, holds with the

contracting party. Any contract between the Association and an officer or director, or a non-natural entity in which an officer or director holds a financial interest, must comply with Section 718.3025, Florida Statutes, including the disclosure requirements, approval of contract by a super-majority of board, and an opportunity for the membership to cancel the contract with limited liability.

- (n) Exercising (i) all powers specifically set forth in the governing documents and in the Act, (ii) all powers incidental thereto, and (iii) all other powers granted by statute or other law to a Florida corporation not-for-profit.
- (o) Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of units, not to exceed the maximum amount permitted by law in any one case.
- (p) Convey a portion of the common elements or common property to a condemning authority to provide utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.
- (q) Operate a voluntary on-site rental program subject to rules and regulations binding on those owners who elect to participate, rules to set the rental fee to be paid to the unit owners, the commission to be paid to the rental agent, the amount and terms of any security deposit, and all other matters deemed necessary by the Board to implement and operate a rental program in its business judgment.

7. Emergency Board Powers.

In the event of any "emergency" as defined in Section 7(g) below, the Board may exercise the emergency powers described in this section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, or the Condominium Act, as amended from time to time.

- (a) The Board may name as assistant officers persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.
- (b) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- (c) During any emergency the Board may hold meetings with notice given only to those directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The director or directors in attendance at such a meeting shall constitute a quorum.
- (d) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association, and shall have the rebuttable presumption of being reasonable and necessary.
- (e) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.
- (f) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- (g) For purposes of this Section only, an "emergency" exists only during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subjected to:

- (1) a state of emergency declared by local civil or law enforcement authorities;
- (2) a hurricane warning;
- (3) a partial or complete evacuation order;
- (4) federal or state "disaster area" status; or
- (5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

An "emergency" also exists for purposes of this section during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of terrorism, or other similar event. A determination by any two (2) directors, or by the President, that an emergency exists shall have presumptive quality.

8. Officers.

- 8.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer and/or an Assistant Treasurer, a Secretary and/or an Assistant Secretary. The President and Vice-President must be members of the Board. All officers shall be elected by the Board and may be peremptorily removed at any meeting by concurrence of a majority of all of the directors. A person may hold more than one (1) office, except that the President may not also be the Secretary or Treasurer, or an Assistant Secretary or Assistant Treasurer. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.
- 8.2 President. The President shall be the chief executive officer of the Association, and shall have all of the powers and duties that are usually vested in the office of president of an association.
- 8.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President, and shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice-president of an association and as may be required by the directors or the President.
- 8.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members, shall attend to the giving of all notices to the members and directors and other notices required by law, shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed, and shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the directors or the President.
- 8.5 Treasurer. The Treasurer shall have custody of, or supervise, all property of the Association, including funds, securities and evidences of indebtedness, shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board for examination at reasonable times. The Treasurer shall submit a Treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the directors or the President. All monies and other valuable

effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

- 8.6 Delegation. The Board may delegate any or all of the functions of the Secretary or Treasurer to a management agent or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the performance of the agent or employee in the performance of such functions.
9. Compensation. Neither directors nor officers shall receive compensation for their services as such, provided however, the Board may hire a Director or officer as an employee of the Association, and may contract with a Director or officer for the management of the Condominium or for any other compensable service, in their reasonable business discretion, subject to the requirements set forth in Section 6(m) of these Bylaws.
10. Resignations. Any director or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all units owned by any director or officer, or the occurrence of any other event that would make a director or officer ineligible to serve in that capacity, shall constitute a resignation of such director or officer without need for a written resignation. Any officer or director delinquent in the payment of regular assessments in excess of 90 days shall be deemed to have abandoned office as provided in the Condominium Act.
11. Fiscal Matters. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following:
- 11.1 Budget. The Board shall propose a budget of common expenses for the condominium and hold a meeting to allow the members to adopt the budget. Copies of the proposed budget, and a notice stating the time, date and place of the membership meeting at which the budget will be adopted, shall be provided to all members via one of the methods set forth in Section 4.3 of these Bylaws not less than fourteen (14) days before that meeting. The proposed budget must be detailed, and must show the amounts budgeted by income and expense classifications.
- 11.2 Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to operating expenses, the proposed budget must include provisions for funding reserve accounts for capital expenditures and deferred maintenance, as required by law. These accounts shall include roof replacement, building painting, and pavement resurfacing. They shall also include any other planned or foreseeable capital expenditures or deferred maintenance item with a current estimated cost of \$10,000 or more. Funding formulas for reserves shall be based on either a separate analysis of each of the required assets or a pooled analysis of two or more of the required assets in such manner as is required from time to time in rules and regulations adopted by the Department of Business and Professional Regulation. These reserves must be funded unless the members subsequently determine, by vote of not less than a majority of those members who are present in person or by proxy at a duly noticed and convened membership meeting, to fund no reserves, or less than adequate reserves, for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the unit owners as required in Section 11.1 above, in which case, such waiver shall be retroactive to the beginning of the fiscal year upon which the vote was taken. The funds in a reserve account established under this Section 11.2, and all interest earned on the account, shall be used only for the purposes for which the reserve account is established, unless use for another purpose is approved in advance by a majority of those members who are present in person or by proxy at a duly noticed and convened membership meeting.

- 11.3 Contingency Accounts. In addition to the statutory reserves described in Section 11.2 above, or in place of them if the members so vote, the Board may establish one or more additional accounts in the operating budget for contingencies, operating expenses, repairs, minor improvements or special projects. These accounts may be used to offset cash flow shortages, provide financial stability, and avoid the need for special assessments on a frequent basis. These funds may be spent for any purpose approved by the Board.
- 11.4 Assessments; Installments. Regular annual assessments based on an adopted budget shall be payable in quarterly installments, in advance, due on the first day of January, April, July and October of each year. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last payment, and payments shall be continued at such rate until a budget is adopted and new installments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each unit's next due installment.
- 11.5 Special Assessments. Special assessments may be imposed by the Board to meet unusual, unexpected, unbudgeted, or non-recurring expenses. The notice of any Board meeting at which a special assessment will be considered shall be given as provided in Section 5.7 above; and the notice to the owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The funds collected must be spent for the stated purpose(s) or be applied as a credit toward future assessments. The authority of the Board to levy special assessments under this provision without membership approval shall not be interpreted to eliminate requirements for membership approval that may otherwise be applicable. For example, if a purpose of a special assessment is to fund a project that materially alters the common elements, membership approval of the project may be necessary under the Declaration of Condominium.
- 11.6 Fidelity Bonds or Insurance. The officers, and all other persons who are authorized to sign checks or disburse funds of the Association, shall be bonded or insured in such amounts as may be required by law or otherwise determined by the Board. The premium on such bonds or insurance is a common expense.
- 11.7 Financial Reports. In accordance with Section 718.111(13), Florida Statutes, not later than June 1 of each year, the Board shall, as a minimal requirement, distribute to the owners of each unit a report showing in reasonable detail the financial condition of the Association as of the close of the fiscal year, and an income and expense statement for the year, detailed by accounts. The Board must, if required by law and not waived by the membership, and may otherwise, in their discretion, engage a CPA and have a more comprehensive analysis accomplished, which shall be mailed or delivered to the members not later than June 1 of each year in lieu of the financial report referenced above. In lieu of the distribution of financial reports as provided herein, the Association may mail or deliver each unit owner not later than June 1 of each year a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner.
- 11.8 Fiscal Year. The fiscal year for the Association shall begin on the first day of January and end on December 31 of each calendar year. The Board may adopt a different fiscal year in accordance with law and the regulations of the Internal Revenue Service.
- 11.9 Depository. The depository of the Association shall be such bank, banks or other federally insured depository, as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal or transfers of monies from those accounts shall be made only by such person or persons authorized in writing by the directors. All funds shall be maintained separately in the Association's name. Notwithstanding the foregoing, monies may be invested in United States Treasury

Securities, including but not limited to Treasury Notes, Treasury Bills, Treasury Bonds, Treasury Inflation Protected Securities, and Savings Bonds.

12. Roster of Unit Owners. Each unit owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information and may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only unit owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other owners shall produce adequate evidence, as provided above, of their ownership interest and shall waive in writing notice of such meeting.
13. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Condominium or Corporate Acts, case law, the governing documents, or rules and regulations adopted from time to time by the Board to regulate the participation of unit owners at Board, membership and committee meetings, and to otherwise provide for orderly corporate operations, provided however, failure to comply with Roberts' Rules shall not invalidate otherwise valid acts.
14. Amendments. These Bylaws may be amended in the following manner:
 - 14.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
 - 14.2 Resolution. A resolution of a proposed amendment may be proposed either by vote of not less than a majority of the entire membership of the Board, or by not less than twenty (20%) percent of the voting interests of the Association.
 - 14.3 Adoption. Except as otherwise required by law, a proposed amendment to these Bylaws shall be adopted if it is approved by vote of not less than a majority of the total voting interests of the membership.
 - 14.4 Amendments by Board. The Board, by a two-thirds vote of the entire Board, may effect an amendment to the Bylaws in any of the following circumstances:
 - (a) To bring the Bylaws into compliance with the provisions of subsequently enacted laws, rules or regulations adopted by governmental authority which, in the opinion of counsel for the Association, are reasonably likely to be applicable to the Association.
 - (b) If the Board determines that as a result of new, changing or evolving technology, materials, procedures, devices or standards the Bylaws should be amended to take cognizance of such matters so that the overall intent of the governing documents shall not be frustrated by changing circumstances.
 - (c) If the Board determines, in the reasonable exercise of its judgment, that there is a scrivener's error or other error or omission that results in an ambiguity, inconsistency or an incomplete provision, or if experience with a particular provision results in an ambiguity with respect to the practical application of such provision.

Provided, however, that no Board adopted amendment to the Bylaws pursuant to this Section shall go into effect until not fewer than sixty (60) days notice of the amendment shall have been given to the owners. If, during the time between the giving of such notice and the proposed effective date stated therein, owners having not less than ten (10%) percent of all voting interests request in writing that a meeting of the owners be called, then and in such event, the Board shall call such meeting promptly, the purpose of which meeting shall be to determine whether or not the amendment adopted by the Board shall go into effect. Effectiveness of any amendment shall be suspended until the end of such meeting. At such meeting if a quorum is obtained, a majority of those

present, in person or by proxy, may determine that the amendment adopted by the Board, or any part thereof, shall not be effective. If a quorum is not obtained at such meeting, or if at such meeting there is no majority vote against such amendment, then the amendment shall go into effect at the later of the date specified in the notice, or the conclusion of such meeting. Thirty (30) days after the certificate of any amendment adopted by the Board pursuant hereto is recorded in the Public Records, the authority of the Board to adopt such amendment shall be conclusively presumed, shall be binding upon all owners, and may not be challenged in any court proceeding or otherwise.

- 14.5 Certificate and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Sarasota County.
15. Rules and Regulations. The Board may, from time to time, adopt, amend or add to rules and regulations governing the use of units, common elements, Association property, and the operation of the Association. However, any Board-promulgated Rule may be rescinded or amended upon the written action or vote of not less than two-thirds (2/3rds) of the voting interests of those members who are present in person or by proxy at a duly noticed and convened membership meeting. Copies of adopted, amended or additional rules and regulations shall be furnished by the Board to each unit owner not less than thirty (30) days prior to the effective date thereof, and shall be valid and enforceable notwithstanding whether recorded in the public records.
16. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
17. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.
18. Mandatory Arbitration of Disputes. Prior to commencing litigation, unresolved disputes between the Board and unit owners as defined in Section 718.1255(1), Florida Statutes must be submitted to arbitration or mediation as provided in the Condominium Act. This provision shall be in effect only so long as the Condominium Act mandates such proceedings.
19. Document Conflict. If any irreconcilable conflict should exist, or hereafter arise, the provisions of the Declarations shall take precedence over the Articles of Incorporation, which shall prevail over the provisions of these Bylaws, which shall prevail over the rules and regulations.
20. Social Activities. The Board shall have the authority to expend not more than one percent (1%) of the overall Association budget for social activities, including without limitation, parties held for the benefit of owners, residents, volunteers assisting the Association with its operations, or employees of the Association, get well cards, flowers, and similar social activities, all of which shall be a common expense of the Association.

The foregoing recitals are certified as true and correct by the Board on August 05, 2017.

Our Association, Inc.


By: Bob Robinson, President