

This instrument prepared by and return to:
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Sarasota, FL 34237

PAUL DAVIS TEST,
359-3762

RECORDED IN OFFICIAL RECORDS
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SARASOTA COUNTY, FLORIDA
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**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF LOS LAGOS CONDOMINIUM**

WHEREAS, the original Declaration of Condominium of Los Lagos Condominium was recorded at Official Records Book 1604, Page 612, et seq., Public Records of Sarasota County, Florida (Declaration), and

WHEREAS, there have been amendments to the Declaration as reflected by instruments recorded in the public records, and

WHEREAS, a significant package of amendments was recently approved by not less than seventy-five percent (75%) of the total voting interests of the Membership of the Association at a Membership meeting held on the 10th day of August, 2000, and

WHEREAS, the institutional first mortgagees have consented in writing to certain amendments as required in the Declaration of Condominium, which consents are attached hereto as exhibits, and

WHEREAS, not less than a majority of the entire Membership of the Board of Directors voted to approve the amendments at a Board meeting on the 26th day of June, 2000 and otherwise voted to integrate all of these provisions into a single instrument.

NOW THEREFORE, L. L. CONDOMINIUM ASSOCIATION, INC. does hereby amend and restate the Declaration of Condominium of **LOS LAGOS 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.

1. **CONDOMINIUM.** The Developer, Clark Road Condominium Development, Inc., submitted the land located in Sarasota County, Florida, and described in Exhibit 1, to Condominium Ownership by the recordation of the original Declaration of Condominium on January 25, 1983.
2. **NAME.** The name of the Condominium is Los Lagos Condominium.
3. **DEFINITIONS.** The terms used in this Declaration and its exhibits have the meanings given in Chapter 718, Florida Statutes, herein called the Condominium Act, unless the context otherwise requires, but the Condominium Act is not a part of this Declaration. Additional or differing definitions are set forth in alphabetical sequence below:
 - (a) "Act" means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date of the recordation of this Amended and Restated Declaration of Condominium.
 - (b) "Association" means L.L. Condominium Association, Inc.
 - (c) "Condominium" means Los Lagos Condominium, the Condominium established hereunder.
 - (d) "Condominium Documents" mean this Declaration, and the Amended and Restated Articles of Incorporation, and Amended and Restated Bylaws and the Survey identified in Section 4(a).

- (e) "Declaration" means this Amended and Restated Declaration of Condominium.
- (f) "Guest" means any person (other than the Unit Owner and the family of the Unit Owner) who is physically present in, or occupies a Unit on a temporary basis at the invitation of the Unit Owner or other permitted occupant, without the payment of consideration.
- (g) "Institutional Mortgagee" means a bank, savings and loan Association, life insurance company, real estate investment trust or other similar institution engaged in the business of making real estate loans and authorized to do business in Florida. Institutional mortgage means a mortgage made and held by an Institutional Mortgagee or its loan correspondent on any Unit in the Condominium.
- (h) "Limited Common Elements" mean those Common Elements, the use of which are reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. Reference herein to Common Elements shall also include all Limited Common Elements unless the context would prohibit, or it is otherwise expressly provided.
- (i) "Owner, Owners, Member or Members" mean Unit Owner as defined in the Condominium Act.
- (j) "Single Family" shall refer to (1) one natural person; (2) two or more natural persons who commonly reside together as a single house-keeping Unit, each of whom is related by blood, marriage or adoption to each of the others; or (3) two or more natural persons meeting the requirements of (2) above, except that there is among them one person who is not related to some or all of the others.
- (k) "Singular, Plural, Gender. Whenever the context so permits, the use of the plural shall include the singular and the singular the plural, and the use of any gender shall be deemed to include all genders.

4. DEVELOPMENT PLAN.

- (a) The Condominium consists of nineteen (19) Units, swimming pool, tennis court, and other improvements and lands as described and established by the Survey recorded in Condominium Book 20, Pages 46, 46A-46L, as amended in Condominium Book 21, Pages 12, 12A-12C, and Condominium Book 22, Pages 28, 28A-E, of the Public Records of Sarasota County, copies of which are attached as composite Exhibit 2, herein called the Survey.
- (b) Easements are reserved through the Condominium Property as required for utility services to serve the Condominium adequately but the easements through a Unit shall be only those shown on the drawings and specifications for a building or as a building is constructed unless approved in writing by the Owner affected. A Unit Owner shall not interfere with any easement or the utility services using the easement.

5. UNIT BOUNDARIES.

- (a) The boundaries of each Unit are:
 - (1) The upper boundary is the horizontal plane of the undecorated finished ceiling extended to its intersection with the parametrical boundaries.

- (2) The lower boundary is the horizontal plane of the undecorated finished floor extended to its intersection with the parametrical boundaries.
 - (3) The parametrical boundaries are the vertical planes of the undecorated finished interior of the walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries but when a balcony, patio, lanai or other part of the building serving only the Unit bounded is attached to the building, the boundary is the intersecting vertical plane adjacent to and including all of the attached structure.
- (b) If a part of the Common Elements or Limited Common Elements encroaches on a Unit or vice versa or a part of a Unit encroaches on another Unit, an easement for the maintenance of the encroachment exists for as long as the encroachment remains. If the Units are partly or wholly destroyed or demolished and are rebuilt in substantially the same location, encroachments by Common Elements, Limited Common Elements, and Units due to construction shall be permitted and an easement for the encroachment shall exist for as long as the encroachment remains.
6. **UNITS.** The Units are described and their appurtenances are established as follows:
- (a) The Unit plans are shown on the Survey.
 - (b) Each Unit is identified on the Survey by a specific number or number and letter.
 - (c) Each Owner owns an undivided share in the Common Elements and surplus that is appurtenant to the Unit. The share for each Unit is 1/19th of the whole.
 - (d) The appurtenances to each Unit include:
 - (1) Association Membership.
 - (2) an exclusive easement for the use of the air space occupied by the Unit as it exists at a particular time and as it may be lawfully altered or reconstructed from time to time. The easement is terminated automatically in air space that is vacated.
 - (3) easements of use in, over, across, through, and on the Common Elements in common with other Owners.
 - (4) easements through other Units for conduits, ducts, plumbing, wiring and other facilities for utility services to Units and the Common Elements.
 - (5) an easement of support in every part of any Unit that contributes to the support of the building.
 - (6) an undivided interest in all Common Elements.
 - (7) a nonexclusive easement for ingress and egress over streets, walks, and other rights of way serving the Units of the Condominium as necessary to provide reasonable access to public ways. The easement shall not be encumbered by a leasehold or lien other than those on Condominium parcels.
 - (e) No appurtenance may be separated from the Unit to which it belongs. All appurtenances are conveyed or encumbered or otherwise pass with the Unit whether or not mentioned in an instrument describing the Unit.

7. COMMON ELEMENTS.

- (a) Ownership and use of the Common Elements are governed by the Condominium Act and by the following:
- (1) The share of an Owner in the Common Elements is appurtenant to the Unit.
 - (2) The Common Elements shall remain undivided and no Owner or any other person may bring an action for partition or division of the whole or any part of the Common Elements until the Condominium has been terminated.
 - (3) Each Owner and the Association may use the Common Elements for the purposes for which they are intended but no use shall hinder or encroach on the rights of other Owners.
- (b) The Common Elements include but are not limited to:
- (1) the Condominium land, excluding the Units as defined in Section 5.
 - (2) all improvements and parts of them that are not included within the Units.
 - (3) planters outside of Units, planting areas, lawns, trees, grass and shrubs.
 - (4) parking areas except as provided under subparagraph (c), sidewalks, stairways, hallways, elevators and other means of ingress and egress.
 - (5) all electrical apparatus and wiring, television cables, plumbing pipes and apparatus, telephone wires, communication systems and other ducts, conduits, cables, wire or pipe within the Common Elements and up to the unfinished surface of the Unit wall, ceiling and floor.
 - (6) all tangible personal property required for the maintenance and operation of the Condominium and for the common use and enjoyment of the Owners.
 - (7) installations that furnish utility services to more than one Unit or to the Common Elements or to a Unit other than the one containing the installation and property and installations used to furnish services to more than one Unit or to the Common Elements.
 - (8) lobby, meeting rooms, community areas and recreation facilities when established for the Condominium, whether located on the Condominium Property.
 - (9) nonexclusive easements for ingress and egress over streets, walks and other rights-of-way to provide reasonable access to public ways.
- (c) Use and enjoyment of the following Common Elements is limited to the Owners designated:
- (1) a single car garage, with storage area, is assigned to each Unit as a Limited Common Element.
 - (2) any land abutting a Unit within the limited use boundary shown on the Survey to the Owner of the abutting Unit.

- (3) Any part of the Common Elements that is connected to and exclusively serves a single Unit, and is specifically required under Section 8 of 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. This provision includes windows, screens and doors, including all hardware, locks and casings associated with these items.

8. **MAINTENANCE, REPAIR AND REPLACEMENT.** Responsibility for the maintenance, repair and replacement of the Condominium Property is as follows:

- (a) By the Association. Except as provided in subparagraph (c) herein, the Association shall maintain, repair and replace as part of the Common Expense all of the Common Elements and the Limited Common Elements appurtenant to the Units as defined herein. The Association's responsibilities shall also include the following items, even if any of these items might be included within the definition of the Units:
- (1) Electrical wiring up to the circuit breaker panel in each Unit.
 - (2) Water pipes up to the point where they enter the individual Unit.
 - (3) Cable television and communication lines up to the wall outlet.
 - (4) Main air-conditioning condensation drain-lines up to the point where the individual Unit drain-line cuts off.
 - (5) Sewer lines up to the point where they enter the individual Unit.
 - (6) All installations, fixtures and equipment located within one Unit but serving another Unit, or located outside the Unit, for the furnishing of utilities to more than one Unit or the Common Elements.
 - (7) The railings on the terraces and porches.
 - (8) The painting of the exterior surfaces of the entrance door and garage door to each Unit.
 - (9) The vestibule for each building, including the vestibule door.
 - (10) The cleaning of dryer vents up to the point they enter the individual Unit.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a Unit and serving only that Unit. All incidental damage caused to a Unit or Limited Common Elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a Common Expense, 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 his predecessor in title.

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, and 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 Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment, as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. 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. Every Unit Owner must provide a passkey for their Unit to the Association. 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 to the Unit, surrounding Units and Common Elements resulting from delay in gaining entrance to the Unit caused by the non-availability of a key.

- (b) Pest Control. The Association may supply pest control services for the inside of each Unit, with the cost thereof being part of the Common Expenses.
- (c) By the Unit Owners. Except as provided in Section 7.1 herein, each Unit Owner shall maintain, repair and replace everything within the confines of the Unit and Limited Common Elements, including but not limited to:
 - (1) paint, finish, covering, wallpaper and decoration of all walls, floors and ceiling;
 - (2) all built-in shelves, cabinets, counters, storage areas and closets;
 - (3) all mechanical, ventilating, heating and air conditioning equipment serving the individual Condominium Unit exclusively, (whether located within the boundaries of the respective Unit or not); any refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment; all bathroom fixtures, equipment and apparatus; including shower pans;
 - (4) apparatus, equipment, fire and burglar alarms and other security equipment, outlets, switches, wires, pipes and conduits serving only the respective Unit; all electric lines between the Unit and its individual service panel or meter, and all water and waste lines up to where they enter the Unit;
 - (5) all interior doors, walls, partitions, and room dividers;
 - (6) all furniture, furnishings and personal property contained within the respective Unit;
 - (7) sliding glass doors, including tracks and hardware;
 - (8) windows and window casings;
 - (9) screens and screen supports;
 - (10) entrance and garage doors to the Unit;
- (d) Other Unit Owner Responsibilities:

- (1) Porches and Terraces. Where a Unit includes a porch or terrace area, the Unit Owner shall be responsible for the day-to-day cleaning and care of the walls, floor and ceiling of said area; and all fixed glass and sliding glass doors in portions of the entrance way to said area, if any; and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs. The Association is responsible for the maintenance, repair and replacement of the railings, and all exterior walls (unless the area is enclosed with glass or other similar materials in which event the Owner shall be responsible for all wall maintenance and repair), and the concrete slabs.
 - (2) Interior Decorating. Each Unit Owner is responsible for all decorating within the Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.
 - (3) Flooring. An Owner of a second floor Unit who desires to install any hard-surface floor covering (e.g. marble, slate, ceramic tile, parquet) shall also install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining Units, and must obtain written approval of the Board of Directors, or its delegee, prior to any such installation. If the installation is made without prior approval, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the Unit Owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending Unit Owner.
 - (4) Window Coverings. The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the rules and regulations of the Association.
 - (5) Use of Licensed and Insured Contractors. Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit or Common Elements, such 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 Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.
- (e) Enforcement of Maintenance. If after reasonable notice the Owner of a Unit fails to maintain the Unit or its appurtenant Limited Common Elements as required in this Declaration, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the Unit or Limited Common Element, with or without notice to or consent of the tenant or Unit Owner, to repair, replace, or maintain any item which in the business judgment of the Board of Directors may constitute a health or safety hazard to other property or residents. Any expenses incurred by the Association in performing work within the Unit as authorized by this Declaration shall be charged to the Unit Owner, together with reasonable attorney's fees and other expenses of collection, if any, and shall constitute a lien on the Unit and may be foreclosed in the manner.

9. **ADDITIONS, ALTERATIONS OR IMPROVEMENTS.**

- (a) By the Association. Whenever in the judgment of the Board of Directors, the Common Elements, Association Property, or any part thereof, shall require

capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of fifteen percent (15%) of the Association budget, including reserves, in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the voting interests represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate less than that amount in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations, or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses.

(b) By Unit Owners.

- (1) Alterations by Owners. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, or to any Limited Common Element, or any alteration of the exterior appearance of the Condominium Property, including without limitation, paint, decorations, and landscape without the prior written consent of the Board of Directors. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement within sixty (60) days after such request and all additional information requested 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. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with the laws, rules, ordinances and regulations 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. Once approved by the Board, such approval may not be revoked thereafter. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, is appropriate, to hold the Association and all other Unit Owners harmless from any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association. If the Owner fails to construct the addition, alteration or improvements in the manner approved, the Owner shall be obligated to make all corrections necessary and if such Owner fails to do so, the Association, upon notice to the Owner, may make such corrections and impose on such Owner a special Assessment in the amount of the cost of such correction and an administrative charge of fifteen percent (15%). The Board may appoint an Architectural Control Committee to assume the foregoing functions on behalf of the Board.
- (2). Combination of Units. With the written permission of the Association, abutting Units may be physically combined into a single Unit, but they shall, nevertheless, be for all other pertinent purposes, including but not limited to, Assessments, attribution of Common Elements, Limited Common Elements and voting, be deemed separate Units. Units that have been or are combined to form one Unit may be severed into their component Units (separate Units) at any time the Owner of the combined

Unit so desires. Any construction or modification of the interior of such Units as may be required to effectuate the severance of the combined Unit into separate Units shall be subject to the written approval of the Board of Directors of the Condominium Association, which approval shall not be unreasonably withheld. Such modifications for the combining or severing of combined Units shall, in any and all events, be accomplished at the sole expense of the Unit Owner or Owners of the combined Unit and not at the expense of the Association. Nothing herein shall be deemed to require the Association to approve any modification which will alter the exterior appearance of the Condominium Property.

- (3) Hurricane Shutters. Notwithstanding any provisions set forth hereinabove to the contrary, the Board of Directors 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 of Directors provided the hurricane shutter and all attachments and equipment conform in all respects to the approved hurricane shutter plans and specifications. No hurricane shutter except the standard model, color and style adopted by the Board of Directors shall be permitted.

10. **ASSESSMENTS.** Assessments against Owners for Common Expenses shall be made and collected pursuant to the Bylaws and any applicable part of The Condominium Act, subject to the following:

- (a) Each Owner is liable for a share of the Common Expense that is the same as the undivided share in the Common Elements appurtenant to the Unit. Each Owner shall promptly pay the Assessments when due.
- (b) Assessments and installments of Assessments not paid by the due date bear interest at the rate of 18% a year from the due date until paid. 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.
- (c) The Association has a lien on each Unit for any unpaid Assessments on such Unit, with interest, late charges, and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessments or enforcement of the lien. The lien is effective from and after recording a claim of lien in the Public Records of Sarasota County, stating the description of the Unit, the name of the record Owner, the amount(s) due and the due date(s). The lien is in effect until all sums secured by it have been fully paid or until barred by law. The claim of lien includes Assessments which are due when the claim is recorded, as well as any Assessments which shall subsequently become due together with such other sums specified herein. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien.
- (d) No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments,

including those coming due after the claim of lien is recorded, and other sums permitted hereunder are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be sent by mailing a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied in the Unit Owner records a Notice of Contest of Lien as provided in the Act.

- (e) The Association shall give an Owner requesting it a written statement of his assessment account at the date of the request. The statement may be relied on by subsequent purchasers and mortgagees.
- (f) Institutional First Mortgagee. In the event an Institutional First Mortgagee shall obtain title to the Unit as a result of foreclosure of its mortgage, or as a result of a deed given in lieu of foreclosure, such Institutional First Mortgagee, its successors and assigns, shall not be liable for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Unit or chargeable to the former Unit Owner of such Unit which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu except as provided by Section 718.116, Florida Statutes. Any unpaid share of Common Expenses or Assessments or other charges shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns.
- (g) 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.

11. ADMINISTRATION.

- (a) The Condominium shall be operated by the Association. A copy of its Amended and Restated Articles of Incorporation is attached as Exhibit 3. Each Owner shall be a Member of the Association. Expenses of administration are a Common Expense.
- (b) The Bylaws of the Condominium are the Bylaws of the Association. A copy of the Amended and Restated Bylaws is attached as Exhibit 4.
- (c) 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 injury or damage, other than for the cost of maintenance, repair and replacement, caused by negligent act of the Association, or its agents, but only if not covered by insurance maintained by the Owner. The

Owner agrees to submit a claim to the Owner's insurance carrier and acknowledges that the Association's liability shall be secondary.

- (d) The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred except as an appurtenance to the Unit.
- (e) All funds and the title to all property acquired by the Association are held in trust for Owners in accordance with the Condominium Documents.
- (f) The exercise of voting rights of Members of the Association shall be governed by the Bylaws. Each Unit confers one vote regardless of the number of Owners of the Unit. If Units are combined, voting rights shall be computed as the Units were originally designed.
- (g) The Association shall maintain a roster of the names and mailing addresses of Unit Owners. Each Unit Owner shall furnish the Association with evidence of the Owner's Ownership of the Unit within 20 days after acquiring Ownership or an Ownership interest. The Unit Owner shall furnish a mailing address to the Association if the address is different from that of the Unit in the Condominium. Unless changed by the Unit Owner, the Association may rely on the address of the Unit at the Condominium.
- (h) The powers and duties of the Association include those set forth in the Condominium Act and the Condominium Documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium Property and Association Property. The Association may impose reasonable fees for use of Common Elements or Association Property. The Association, upon written approval of a majority of the voting interest, has the power to enter into agreements to acquire leaseholds, memberships and other possessory or use interests in lands or facilities contiguous to the lands of the Condominium, for the use and enjoyment of the Unit Owners.
- (i) Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles or Bylaws, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.
- (j) 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 of Directors. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as provided in the first sentence hereof, the power to acquire real property may be exercised by the Board of Directors, but only after approval by at least a majority of the voting interests. Any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold, or otherwise encumbered or disposed of by the affirmative vote of the Board of Directors, without need for authorization by the Unit Owners.

12. **INSURANCE.** The insurance which shall be carried upon the Condominium Property, shall be as follows:
- (a) **Authority to Purchase Insurance.** The Association shall purchase all insurance policies for the benefit of the Association, and the Unit Owners and their mortgagees, as their respective interests may appear.
 - (b) **Coverage.**
 - (1) **Casualty.** The Association shall obtain and maintain fire and extended insurance coverage with a responsible insurance company, or through alternate sources as may be reasonably available, upon all of the insurable improvements of the entire Condominium, for the full replacement or insurable value thereof, provided the Board may exclude foundation and excavation costs in its discretion. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be available at a reasonable cost given the extent of the coverage, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11), Florida Statutes. The original policy of insurance shall be held by the Association, and Institutional Mortgagees shall be furnished, upon written request, mortgagee endorsements covering their respective interests. Each Unit Owner shall be responsible for insuring personal property located within the Unit; ceiling, floor and wall coverings; and electrical fixtures, appliances, air conditioning and heating equipment, water heater, and built-in cabinets to the extent these items are located within the Unit boundaries; and any improvements made within the Unit which are not covered by the Association policy. The Owners shall also be responsible to insure any portion of the Condominium Property, which may be removed from Association insurance responsibilities by virtue of future amendments to Section 718.111(11), Florida Statutes. Each Unit Owner shall carry homeowner's insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that he or she bears financial responsibility for any damage to his or her property and liability to others that would otherwise be covered by such insurance.
 - (2) **Liability Insurance.** The Association shall obtain and maintain public liability insurance covering all of the Common Elements and Association Property and insuring the Association and the Unit Owners as their interest may appear in such amount as the Board of Directors may deem appropriate. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Unit Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each Unit Owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about the Owner's Unit, as the Owner may deem appropriate.
 - (3) **Worker's Compensation.** Such worker's compensation coverage as may be required by law.

- (4) Other Insurance. Such other insurance as the Board of Directors, in its sole discretion, may from time to time deem to be necessary, including but not limited to errors and omissions officers and directors liability insurance coverage, flood insurance, and insurance for the benefit of its employees.
- (5) Deductible and Other Insurance Features. The Board of Directors shall establish the amount of the deductible under the insurance policies, and other features, as they deem desirable and financially expedient, in the exercise of their business judgment.
- (c) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.
- (d) Insurance Shares or Proceeds. Insurance proceeds of policies purchased by the Association covering property losses shall be paid to the Association, and all policies and endorsements thereon shall be deposited with the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein.
- (e) Deductible. The deductible shall be paid by the party who would be liable for the loss or responsible for repairs in the absence of insurance. If multiple parties would be responsible, the deductible shall be allocated among them in relation to the amount each party's loss bears to the total.
- (f) Repair and Reconstruction after Casualty. The improvements shall be reconstructed or repaired unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.
- (g) Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specification for the original buildings, or according to plans and specifications approved by the Board of Directors of the Association.
- (h) Responsibility. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, the Unit Owner shall be responsible for reconstruction and repair after casualty, and for any cost or expense not covered by insurance.
- (i) Association as Agent. The Association is irrevocably appointed agent for each Unit Owner and for each Owner of a mortgage or other lien upon any Unit and for each Owner of any other interest in the Condominium Property or any property in which the Association owns an interest, to adjust all claims arising under insurance policies by the Association, and to execute and deliver releases upon the payment of such claim.
- (j) Estimates of Cost. The Association shall obtain reliable and detailed estimates of the cost to rebuild or repair after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair.
- (k) Construction Funds. The funds for payment of cost 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 determined in the discretion of 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 Associations as Common Surplus.

- (l) 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 provide funds to pay the estimated costs, which amount shall be part of the Common Expenses of the Association assessed against Unit Owners.
- (m) Equitable Relief. Any Unit Owner and any Institutional Mortgagee owning and holding a mortgage encumbering a Unit in the Condominium shall have the right to petition a court having equity jurisdiction in Sarasota county for equitable relief relating to the provisions, rights and obligations of this Article.
- (n) Damage by Unit Owner. In the event any damage not covered by insurance is caused to any Unit and/or the Common Elements by a Unit Owner or a tenant, occupant, guest, licensee or invitee thereof or any pet of the foregoing, such damage shall be repaired at the cost and expense of the Unit Owner.

13. USE RESTRICTIONS.

- (a) Occupancy. Each Unit shall be used as a single-family residence only, except as otherwise herein expressly provided. A Unit owned by an individual, corporation, partnership, trustee or other fiduciary may only be occupied by the following persons, and such persons' families and guests: (i) the individual Unit Owner, (ii) an officer, director, or shareholder of such corporation, (iii) a partner of such partnership (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease of the Unit (as described below), as the case may be. Occupants of an approved leased Unit must be the following persons, and such person's families and guests: (i) an individual lessee, (ii) an officer, director, or shareholder of a corporate lessee, (iii) a partner of a partnership lessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee. Under no circumstances may more than one family reside in a Unit at one time. "Families" or words of similar import used herein shall be deemed to include spouses, parents, parent-in-law, brothers, sisters, children and grandchildren related by blood or marriage. Two (2) domestic aides shall be permitted to reside in a Unit, provided however, that the right of occupancy shall not be deemed to confer upon any domestic aide any of the other rights and privileges of Unit ownership including, without limitation, access to and use of the recreational facilities. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons for each bedroom.

If a Unit is owned by a corporation, partnership, trustee or other fiduciary a maximum of two (2) families shall be authorized to occupy a Unit during any given calendar year. A designation as to the families authorized to use said Unit shall be delivered to the Board of Directors of the Condominium Association on or before January 15 of each year and shall be subject to Association approval.

Unit Owners, tenants and occupants may conduct limited professional or business activities incidental to the primary use of the Unit as a residence, but only if confined solely within their Unit, and only if the activity qualifies as an acceptable home occupation under the Zoning Regulations of Sarasota County, and only if the activity cannot be seen, heard or smelled by other residents of the Condominium, and provided further that no activity shall be permitted that results in a significant increase in pedestrian or vehicular traffic in the Condominium, nor

shall any activities be permitted that would increase the insurance risk of other homeowners, or the Association, or constitute a dangerous activity.

- (b) No Unit shall be divided or subdivided into a smaller Unit nor shall any part be sold or otherwise transferred without first amending this Declaration to show the changes effected.
- (c) The Common Elements shall be used only for the purposes for which they are intended.
- (d) No nuisances shall be allowed on the Condominium Property nor any use or practice that is the source of annoyance to residents or that interferes with the peaceful possession and proper use of the property by residents. All parts of the Condominium shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No Owner shall use or permit a use of the Unit or of the Common Elements that will increase the cost of insurance on the Condominium Property.
- (e) No immoral, offensive or unlawful use shall be made of the Condominium Property or any part of it. All valid laws, ordinances and regulations of governmental authorities having jurisdiction shall be complied with. The responsibility of meeting the requirements of governmental authorities for use of the Condominium Property shall be the same as the responsibility for maintenance as set forth in Section 8.
- (f) After approval by the Association, entire Units may be rented if the occupancy is only by the tenant, family members, and guests. No Unit may be leased for a period of less than thirty (30) days nor may a Unit be leased more than four (4) times in a calendar year.
- (g) Uniform reasonable regulations concerning the use of Condominium Property may be adopted, amended and rescinded from time to time by the Association as provided in the Bylaws. Copies of the current regulations shall be furnished by the Association to all Owners and residents of the Condominium on request. The regulations shall not conflict with the Declaration of Bylaws.
- (h) Each Owner shall pay for all utility services that are separately metered, or billed to the Owner's Unit.
- (i) No Owner shall install additional locks or bolts on any entrance door to a Unit that would make it impossible for maintenance personnel to enter the Unit in an emergency at a time when the Unit is unoccupied.
- (j) The Association may assess an Owner for any failure to comply with this paragraph that results in expense to the Association. Assessments are a lien under and shall be governed by Section 9.
- (k) Pets. The Owner or tenant of each Unit may keep not more than two (2) pets, of a normal domesticated household type (such as a cat or dog) in the Unit. The pets must be leashed or carried at all times while outside of the Unit. Any Unit Owner or other resident who keeps or maintains any pet upon any portion of the Condominium Property shall be deemed to have indemnified and agreed to hold the Association, and each Unit Owner, free and harmless from any loss, claim or liability of any kind or character of whatever nature arising by the keeping or maintaining of such pet within the Condominium. All pets shall be registered with the Board of Directors and shall be otherwise registered and inoculated as required by law. Unit Owners and Occupants shall be responsible for picking up all

excrement deposited by any pet as soon as practicable. Failure to pick up and properly and promptly dispose of such excrement shall be prima facie evidence that such pet is causing an unreasonable disturbance or annoyance hereunder. The ability to keep such a pet is a privilege, not a right, and the Board of Directors may order and enforce the removal of any pet which becomes a source of annoyance to other residents. No reptiles, rodents, poultry, amphibians or livestock may be kept in the Condominium, but tropical fish or caged birds are permitted.

- (l) Except as permitted under Federal law, no wires, communication antennae, aerials or structures of any sort shall be erected, constructed or maintained on the exterior of any building.
- (m) No clothes lines, hangers, or drying facilities shall be permitted or maintained on the exterior of any Unit or in or on any part of the Common Elements, except by the Association, and that no clothes, rugs, drapes, spreads, or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window, door, porch or terrace railing or in any other location visible from the exterior of the building.
- (n) Obstructions. No Unit Owner or occupant shall obstruct the common way of ingress or egress to the other Units or the Common Elements or Limited Common Elements or allow anything to remain in the vestibules, or other common areas of travel which would be unsightly or hazardous.
- (o) Parking. Except as set forth below, only conventional passenger automobiles used for normal transportation may be parked in any parking area. A "conventional passenger automobile" 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, vans, pick-up trucks with a cargo load capacity of one ton or less, and sport utility vehicles.

All other motor vehicles, including but not limited to commercial vehicles (any vehicle used in a trade or business and having advertising or promotional information, symbols or materials affixed thereto), 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 pick-up trucks with a cargo load capacity in excess of one ton), boats, motorcycles, campers, recreational vehicles (vehicles having either kitchen or bathroom facilities), trailers, motor homes, mobile homes, any and all other vehicles other than the aforescribed, shall be prohibited.

Notwithstanding the foregoing parking limitations, the following exceptions shall be made:

- (1) service vehicles may be temporarily parked in parking areas 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 in a parking area when they are being actively loaded or unloaded;
- (3) any of the motor vehicles, trailers or other vehicles which are otherwise prohibited by virtue of this provision may be parked inside an Owners garage provided the garage door is kept closed and the vehicle is only

located outside of the closed garage when it is being loaded or unloaded or driven to or from the home.

The Board of Directors of the Association shall have the authority to prohibit any vehicle which would otherwise be permitted under this section, if the Board determines, in the reasonable exercise of its business judgment, that the vehicle constitutes a safety hazard. For example, certain vans or trucks may be prohibited by the Board rule from parking in certain areas because their height and size, and/or lack of windows, will make it dangerous for the Owners of vehicles parked next to them to safely enter and exit the parking areas.

- (p) Garages. The garages are intended for the primary purpose of parking motor vehicles. No garage shall be permanently enclosed or converted to any other use without the prior written approval of the Board. No modifications shall be made or permitted that prevent access to storage areas within the garage. When ingress and egress to the garage is not required, the garage doors shall remain closed, except to permit ventilation when the garage is in use by the Owner or other resident. Repair of motor vehicles is permitted only inside the garages.

14. **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:

- (a) **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 Association; provided, an Owner may transfer or lease a Unit to his or her spouse, another Member of the Association or to a trustee if the Owner, his or her spouse or lineal descendants are the sole beneficiaries, without prior approval of the Association. The Association may delegate its authority to a single director, a committee or an agent.

- (b) **Approval of Leasing.** All leases, lease extensions, and lease renewals 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 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 Owners 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 bring the conduct to 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 in the name of the Association. The Association shall have a right to recover any costs or fees, including attorney's fees, from the Unit Owner, which shall be secured by a lien on the Unit which may be foreclosed in the same manner as a mortgage. 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. Failure of the Association to respond within 15 days shall be deemed to constitute approval.

- (c) Disapproval of Leasing. Approval of the Association 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:
- (1) The persons seeking approval (which shall include all proposed occupants) has been convicted of a crime involving violence to persons or property, or of a felony demonstrating dishonesty or moral turpitude.
 - (2) The application for approval on its face, or the conduct of applicant, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium Documents.
 - (3) A person seeking approval 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.
 - (4) A person seeking approval has failed to provide the information, fees or appearance required to process the application in a timely manner.
 - (5) All Assessments, fines or other charges against the Unit and/or Unit Owner have not been paid in full.
- (d) Approval of Sale or transfer of Unit. The approval of the Association that is required for the transfer of Ownership of Units shall be obtained in the following manner: 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 Association may reasonably require, and shall be accompanied by 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 if 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.

- (e) Disapproval of Sale or Transfer of Unit. Approval of the Association 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:
- (1) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the Condominium Documents.
 - (2) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or demonstrating dishonesty or moral turpitude.
 - (3) The person seeking approval has a record of financial irresponsibility, including without limitation bankruptcies, foreclosures or bad debts.
 - (4) The Owner allows a prospective Owner to take possession of the premises prior to approval by the Association as provided for herein.
 - (5) The person seeking approval 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.
 - (6) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.
 - (7) 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.
- (f) Right of First Refusal, Duty to Provide Alternate Purchaser. Should the transfer be rejected on the grounds for disapproval set forth above, the Association shall have no obligation to purchase the Unit. If the grounds for disapproval set forth above were not shown, the Association shall have a duty to exercise its right of first refusal on the same terms and conditions as the offer from the disapproved purchaser or provide an alternate purchaser within sixty days after written notice of disapproval, or at such later date as the parties may agree.
- If the application for transfer raises a question, in the Board's reasonable judgment, as to whether the stated purchase price is bona fide, the price to be offered shall be determined by taking an average fair market value established by two qualified real estate appraisals from current Condominium prices in Sarasota County, one appraiser will be selected by the selling Owner and the other selected by the Association. The Owner and the Association shall share the cost of the appraisals equally. Closing and transfer shall be within thirty days from submission of the agreement to purchase by the Association or ten days after the price is determined as provided above, whichever occurs later.
- (g) Screening Fees. The Association may require the payment of an application fee simultaneously with the giving of notice of intention to sell or lease, not to exceed the maximum amount permitted from time to time.. No fee may be collected in connection with an application to renew or extend a previously approved lease.

- (h) If the Owner and holder of a first mortgage of record acquires title to the Unit 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.
15. **DEFAULT.** Each Unit Owner is governed by and shall comply with the Condominium Documents and regulations as they exist from time to time. Failure of an Owner to comply with them entitles the Association or other Owners to the following relief in addition to the remedies provided by the Condominium act:
- (a) An Owner is liable for the expense of maintenance, repair or replacement rendered necessary by the Owner's negligence and intentional wrongful acts and omissions and those of members of the Owner's family or guests, employees, agents or lessees but only to the extent that the expense is not met by the proceeds of insurance carried by the Association. An Owner shall pay the Association the amount of any increase in its insurance premiums caused by the use, misuse, occupancy or abandonment of a Unit or its appurtenances.
 - (b) In a proceeding arising because of an alleged failure of an Owner or the Association to comply with the terms of the Condominium Documents or regulations, the prevailing party is entitled to recover the costs of the proceedings and reasonable attorney's fees for trial, appeal or otherwise.
 - (c) Failure of the Association or an Owner to enforce any provision of the Condominium act, the Condominium Documents or regulations is not a waiver of the right to do so thereafter .
 - (d) An injunction may be obtained against the continuance of any default except the failure to pay Assessments.
 - (e) Any other civil proceeding that is not prohibited by the Condominium Act or this Declaration.
16. **AMENDMENT.** This Declaration may be amended as follows:
- (a) The Association may amend by:
 - (1) **Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Members of the Association of which a proposed amendment is to be considered. There shall be at least fourteen (14) days written notice to each Unit Owner in advance of the meeting and notice shall be continuously posted at a designated conspicuous place on the Condominium Property at least fourteen (14) days prior to said meeting. The foregoing requirements as to meetings are not to be construed, however, to prevent Unit Owners from waiving notice of the meetings or from acting by written agreement without meetings.
 - (2) **Resolution.** A resolution for the adoption of a proposed Amendment may be proposed by either the Board of Directors of the Association, or by not less than twenty percent (20%) of the Members of the Association. Members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary at or prior to the

meeting. Approval of a proposed Amendment must be by not less than a majority of those voting interests participating, in person or by proxy, at a duly noticed and convened Membership meeting of the Association, or by not less than a majority of all voting interests by written action in lieu of a meeting.

- (b) No amendment shall discriminate against any Owner nor against any Unit or class of Units unless the affected Owners consent. No amendment shall change any Unit nor the share in the Common Elements and surplus appurtenant to it nor increase the Owner's share of the Common Expenses unless the Owner of the Unit affected consents in writing to the amendment.
- (c) Mortgagee Approval. Furthermore, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by an Institutional Mortgagee on the Condominium Property or any part thereof, or which would materially alter, amend or modify, the rights, powers, and privileges granted and reserved herein in favor of any Institutional Mortgagees without the consent of all such mortgagees. The consent of the mortgagees may not be unreasonably withheld.

17. TERMINATION.

- (a) The Condominium may be terminated in the following manner in addition to that provided by the Condominium Act.
 - (1) Not less than 75% of all voting interests, with the consent of all institutional first mortgagees, may terminate the Condominium after a major casualty loss rendering ten or more of the Units uninhabitable. In such an event, the Condominium shall be rebuilt unless the Members vote to terminate as provided herein within 90 days of the casualty loss.
 - (2) By unanimous agreement of the Owners and Institutional Mortgagees.
 - (3) If the building or buildings containing Units become obsolescent and the Board of Directors so determines, a Members meeting to consider termination shall be called. If persons entitled to vote at least 75% of the Units and all Institutional Mortgagees approve the determination of obsolescence, the Condominium shall be terminated.
- (b) The termination of the Condominium shall be evidenced by a certificate of the Association executed in the manner required for a conveyance of land certifying that the termination has been effected. Termination is effective when the certificate is recorded in the public records of Sarasota County.
- (c) After termination of the Condominium the Owners own the Condominium Property and all assets of the Association as tenants in common in undivided shares that are the same as the undivided shares in the Common Elements appurtenant to their Units before termination.
- (d) After termination and before distribution of assets to Members of the Association, the Association shall continue to have and exercise all powers that are necessary and proper to dispose of Condominium Property and effect distribution to the Members. After distribution or after complete arrangements for distribution, the Association shall be dissolved. Expenses of termination are a Common Expense.
- (e) When the certificate of termination has been recorded, each Owner shall immediately convey all interest in the Condominium and the Unit to the Association

by warranty deed, subject to current taxes, institutional mortgagees of record and easements of record. The board of directors shall sell all Units and property of the Condominium and the Association at public or private sale. The price and terms of the sale shall be subject to the approval of at least 75% of the tenants in common voting at a meeting in the same manner as though they were still Owners and to the written approval of all Institutional Mortgagees unless the mortgage will be satisfied upon sale. After the sale of the property the board of directors shall pay all Institutional Mortgagees on a Unit out of the former Owner's share of the proceeds of the sale. The mortgagees shall execute satisfactions of the mortgages, regardless of whether paid in full or not. If there is a balance of the share remaining after payment of the mortgages, the board of directors shall pay it to the former Owner. If there is more than one Owner or if there is a dispute about the validity or amount of mortgages, the board of directors shall make joint payment to all mortgagees and former Owners and the payment shall release any claims to the proceeds of the sale of the Unit and Condominium Property.

- 18. **COVENANTS WITH LAND.** All provisions of the Condominium Documents are covenants running with the land and every part of and interest in it. Every Unit Owner of and claimant against the land or an interest in it and their heirs, personal representatives, successors and assigns is bound by the Condominium Documents.
- 19. **SEVERABILITY.** This Condominium is created pursuant to the Condominium Act. If the statute is held unconstitutional or is repealed, this Declaration and the Condominium form of Ownership created by it shall continue nevertheless until extinguished as provided in it. The invalidity of part of the Condominium Documents does not affect the validity of any other part.
- 20. **FACILITIES ACQUISITION.** The Association, upon approval by not less than two thirds of all voting interests of the Association, may acquire or enter into agreements to acquire leaseholds, Memberships and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the land described in Exhibit 1, for the enjoyment, recreation or other use or benefit of the Owners. The authority under this paragraph extends to future acquisitions and agreements. The expenses of rental, Membership fees, operations, replacements and other undertakings concerning the acquisitions and facilities are Common Expenses. The Association may adopt restrictions concerning the use of the lands and facilities by the Owners that are reasonably necessary for the use and benefit of all Owners. Developer or the Association may declare items acquired under this paragraph to be Common Elements by amending this Declaration in accordance with Section 16.

IN WITNESSETH WHEREOF, the undersigned officers of L. L. Condominium Association, Inc. have caused this Amended and Restated Declaration of Condominium to be executed the 29th day of August, 2000.

Joe E. Borsall
 Witness signature
 JOE E. BORSALL
 Print name of witness

Julie Scoma
 Witness signature
 Julie Scoma
 Print name of witness

L. L. CONDOMINIUM ASSOCIATION, INC.
Nancy L. Havens
 BY: NANCY HAVENS, PRESIDENT

Joe Jungmann
 Attest: Joe Jungmann, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 29 day of AUGUST, 2000, by Nancy Havens, as President, and Joe Jungmann, as Secretary, of L. L. Condominium Association, Inc., a Florida not-for-profit corporation, who are personally known to me or have produced _____ as identification and did not take an oath. If no type of identification is indicated, the above-named persons are personally known to me.

Joe E. Bonsall
Notary Public
JOE E. BONSALE
Printed name
State of Florida
My Commission Expires: DEC. 14, 2000

