

**2017 AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
FOR**

PAR FOUR, A CONDOMINIUM

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>SUBSECTION</u>	<u>PAGE</u>
1.	Definitions:		1
		Condominium Act	1
		Assessment	2
		Association	2
		Association Property	2
		Board of Directors	2
		Bylaws	2
		Casualty	2
		Charge	2
		Common Elements	2, 3
		Common Expenses	3
		Common Surplus	3
		Condominium Documents	4
		Condominium Parcel	4
		Condominium Property	4
		County	4
		Declaration	4
		Domestic Partners	4
		Family, Single Family	4
		Fractional Ownership	4
		Guest	5
		Immediate Family	5
		Insurable Improvements	5
		Invitee/Licensee	5
		Lease	5
		Lien for Charges	5
		Limited Common Elements	5
		Maintenance/Maintain	5
		Member	5
		Occupant	6

<u>SECTION</u>	<u>TITLE</u>	<u>SUBSECTION</u>	<u>PAGE</u>
1.	Definitions		
		Original Declaration	6
		Primary Occupant	6
		Rules and Regulations	6
		Tenant/Lessee	6
		Unit	6
		Unit Owner	6
		Utility Services	6
		Voting Interests	6
2.	Name		7
3.	Unit Identification		7
4.	Survey and Graphic Description		7
5.	Voting Rights		7
6.	Ownership of Common Elements		7
7.	Easements		7
		Utility Easements	7, 8
		Encroachments	8
		Ingress/Egress	8
		Maintenance	8
8.	Units and Appurtenances		8
		Upper Boundary	8
		Lower Boundary	8
		Perimeter Boundary	8
		Exclusive Use	8
		Appurtenances	9
9.	Maintenance		9
		Association Responsibility	9, 10
		Incidental Damage	10
		Unit Owner Responsibility	11, 12
		Alterations	12, 13
		Negligence	13

<u>SECTION</u>	<u>TITLE</u>	<u>SUBSECTION</u>	<u>PAGE</u>
9.	Maintenance		
		Access to Units	14
		Hurricane Protection	14
10.	Assessments		14, 15, 16
11.	Administration and Management		16, 17, 18
		Mold	18, 19
12.	Insurance		19
		Coverage	19, 20, 21
		Deductible	21
		Proceeds	21, 22
		Unit Owner Insurance	22
13.	Casualty Damage		23, 24, 25
		Emergency Board Powers	25, 26
14.	Use Restrictions		26
		Occupancy	26
		Nuisance	26
		Storage	26
		Signs	27
		Exterior Equipment	27
		Clotheslines	27
		Pets	27
		Vehicles and Parking	27, 28, 29
		Smoking	29
		Grills	29
15.	Occupancy		29, 30
16.	Leasing		30, 31
17.	Transfer Restrictions		31
		Forms of Ownership	32

<u>SECTION</u>	<u>TITLE</u>	<u>SUBSECTION</u>	<u>PAGE</u>
17.	Transfer Restrictions		
		Approval Process	33, 34
		Disapproval	34, 35
		Qualifications for Membership	35, 36, 37
		Transfer Fee	37
18.	Amendments		37, 38
19.	Termination		39
20.	Condemnation		39, 40
21.	Compliance		40
22.	Miscellaneous		42
		Conflicts	43

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*****SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM*****

**FOR CURRENT TEXT SEE DECLARATION OF CONDOMINIUM RECORDED IN THE SARASOTA
COUNTY PUBLIC RECORDS AT O.R. BOOK 1833, PAGES 2487-2530**

RECITALS:

In a Declaration of Condominium recorded at O.R. Book 1833, Pages 2487 et seq. of the Sarasota County Public Records on February 4, 1986 ("the Original Declaration"), the Condominium Developer submitted the following described real property to condominium ownership pursuant to Chapter 718 of the Florida Statutes, (known as the Florida Condominium Act):

***A parcel of land situated in the Southern-most portion of Block K, CAPRI ISLES,
UNIT 3, as per the plat thereof recorded in Plat Book 22, Page 8, of the
Sarasota County Public Records.***

The submission of the above-described land to the condominium form of ownership by that document is and will remain effective. It is the desire of the Unit Owners, however, to operate with modernized documents free of internal conflicts and obsolete references to the Developer. Therefore, by adoption of this 2017 Amended and Restated Declaration of Condominium, the Association members hereby adopt certain amendments to the Original Declaration and hereby restate the Original Declaration and its Exhibits in its entirety. By adoption of this 2017 Amended and Restated Declaration of Condominium, the Association members ratify governance of the property described above under the condominium form of ownership and the provisions of Chapter 718, Florida Statutes (2017), as the same may be amended or renumbered from time to time.

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

1.1 "Act" or "Condominium Act" means the Condominium Act (Chapter 718 of the Florida Statutes, 2017), as it now exists or as may be amended from time to time, including the definitions therein contained.

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

1.3 "Association" means PAR FOUR AT CAPRI CONDOMINIUM ASSOCIATION.

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

1.5 "Board of Directors" or "Board" or "Directors" means the representative body which is responsible for the administration of the Association's affairs, and is the same body that is sometimes referred to in the Condominium Act as the "Board of Administration".

1.6 "Bylaws" mean the 2017 Amended and Restated Bylaws of the Association as attached hereto as Exhibit "A", as they may be amended from time to time.

1.7 "Casualty" or "Insurable Event" for the purposes of this Declaration, and not for the purpose of construing coverage between any insurer and insured, means an event which causes damage to the Condominium Property due to some sudden, unexpected cause, including (but not limited to) fire, flood, hail, wind, rain, vandalism, explosion, or bursting pipes. Damages which arise from a casualty are different than those caused by normal wear and tear and are discussed in greater detail in Article 13 of the Declaration below.

1.8 "Charge" means any legal debt or sum owed to or due to the Association, which was incurred by, or on behalf of, a Unit Owner, other than Assessments. Said sums may arise by oral or written contract, by law or in equity, or may be created by these Condominium Documents.

1.9 "Common Elements" mean and include:

1.9.1 The portions of the Condominium Property and improvements thereto not included within the Units.

1.9.2 Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.

1.9.3 The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

1.9.4 All recreational areas such as the swimming pool, clubhouse, tennis courts, etc.

- 1.9.5 All courtyards located between the condominium buildings and outside of the front door areas of the lower units.
- 1.9.6 All sidewalks leading up to the Units, upper deck walkways and private roads/streets.
- 1.9.7 All utility pipes, conduits and lines (for telephone, electricity, gas, hot/cold water, heating, refrigeration, air conditioning and sewage disposal) up to their outlets, regardless of location.
- 1.9.8 Any other parts of the Condominium Property designated as Common Elements in this Declaration.

The Association is responsible to maintain, repair and replace all of the Common Elements and other items as described in Article 9.1 of the Declaration below.

1.10 "Common Expenses" means those expenses for which all Unit Owners are liable to the Association, including but not limited to, expenses of administration, maintenance, operation, repair and replacement of Common Elements; premiums for property and public liability insurance; utility bills that are not separately metered to the Units; accounting and legal fees; wages and fees for managerial and other services; costs of trash and recycling pickup; cable television costs (based on service levels determined by the Board of Directors from time to time); and adequate reserves, all as may be required in the maintenance and management of the Condominium. The expenses of communications services as defined in Chapter 202, Florida Statutes, information services, or Internet services, are Common Expenses if so designated by the Board. The Board of Directors is specifically authorized to contract for bulk-rate cable television service as a Common Expense. Common Expenses also include the expenses of any items or services required by any federal, state, or local governmental entity to be installed, or supplied to the Condominium Property by the Association, including, but not limited to, fire safety equipment or water and sewer service where a master meter services the Condominium.

1.11 "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, above the amount of the Common Expenses. Common Surplus shall be determined on the same basis as Common Expenses.

1.12 "Condominium Documents" or "Governing Documents" means this Declaration; the Surveyor's Plat, which is attached to the Original Declaration; the Bylaws attached hereto as Exhibit "A", and the Rules and Regulations, all as may be amended from time to time.

1.13 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements appurtenant to the Unit.

1.14 "Condominium Property" means the lands, leaseholds and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon, including the Units and all easements and rights appurtenant thereto intended for use in connection with the condominium. Additions or alterations made to the Units or Common Elements by Unit Owners (or their predecessors in title) are not part of the Condominium Property. References in the Condominium Documents to Condominium Property shall include Association Property unless indicated otherwise.

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

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

1.17 "Domestic Partners" means two adults who have chosen to share their lives in a committed relationship that includes a mutual and exclusive commitment to each other's well-being, wherein each partner shares the same permanent address, have no blood relationship that would preclude marriage in the State of Florida, are of the age of legal majority, are jointly responsible for each other's common welfare, share financial interdependence and mutual obligation akin to those of marriage. Domestic Partners shall be considered as married individuals for the purpose of the Declaration.

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

1.18.1 One natural person (which includes the Primary Occupant), his/her spouse or Domestic Partner, if any, and their custodial children, if any.

1.18.2 Not more than two (2) natural persons not meeting the requirement of 1.18.1 above, but who customarily reside together as a single housekeeping Unit, and the custodial children of said parties, if any. The reference to "natural" herein and in section 1.18.1 above intended to distinguish between an individual and a corporation or other artificial entity.

1.19 "Fractional Ownership" or "Unit Sharing" means any arrangement (whether written or verbal) whereby multiple individuals, corporations, artificial entities or combinations thereof acquire title to a Unit (or any other possessory or use right in a Unit) with the intention of allocating possessory or use rights to the Unit among legal or beneficial owners, whether pursuant to verbal or written agreements.

1.20 "Guest" means any person other than the Unit Owner or Primary Occupant or members of their Immediate Family who enter upon the Condominium Property for the purpose of visiting the Unit Owner or Primary Occupant and/or occupying the Unit for less than

thirty (30) days in the aggregate during any calendar year. Any person occupying a Unit for more than thirty (30) days in a calendar year, regardless of whether any consideration is paid, shall be considered a Tenant, if deemed appropriate by the Board.

1.21 "Immediate Family" means the Unit Owner or Primary Occupant and his/her spouse or Domestic Partner, if any, and their children and grandchildren.

1.22 "Insurable Improvements" shall mean the Units, less upgrades or additions by Unit Owners (or their predecessors in title) and those portions of the Condominium Property required by the Act to be insured by the Association.

1.23 "Invitee" or "Licensee" shall mean a person or persons expressly or impliedly allowed entry onto the Condominium Property for the purpose of conducting business with a Unit Owner or Occupant, or otherwise entering the Condominium Property on a temporary basis at the expressed or implied consent of the Unit Owner or Occupant, including but not limited to contractors, workmen, delivery persons, domestic assistants and health care assistants.

1.24 "Lease" when used in the context of renting Units means the grant by a Unit Owner or Primary Occupant of a right of use of the Owner's/Primary Occupant's Unit for consideration.

1.25 "Lien for Charges" means a lien which is recorded to secure a Charge.

1.26 "Limited Common Elements" means those Common Elements, wherever located, which are reserved for the use of a certain Unit or Units to the exclusion of all other Units, as specified herein. The term Common Elements shall include all Limited Common Elements, unless the context would prohibit or it is otherwise expressly provided. Limited Common Elements include, but are not limited to, the following:

1.26.1 Parking spaces and storage areas assigned by the Developer or the Association to a particular Unit or Units.

1.26.2 Balconies, decks and lanais serving only one specific Unit.

1.27 "Maintenance" or "Maintain" means the exercise of reasonable care to keep Common Elements, Units, Association Property and other related improvements and fixtures in an attractive, neat and safe condition, free from defects and damages, comparable to their original condition, normal wear and tear excepted.

1.28 "Member" means the record Owner(s) of legal title to a Unit.

1.29 "Occupant" means any person who is physically present in a Unit.

1.30 "Original Declaration" means that Declaration of Condominium recorded at O.R. Book 1833, Pages 2487 et seq. of the Sarasota County Public Records on February 4, 1986.

1.31 "Primary Occupant" means a natural person designated for occupancy of a Unit when title to the Unit is held in the name of two or more persons, who are not husband and wife, or Domestic Partners, or by a trust or a corporation or other artificial entity which is not a natural person, except where the context clearly indicates otherwise, the term "Owner" shall include "Primary Occupant".

1.32 "Rules and Regulations" means those rules and regulations promulgated by the Board of Directors, governing the use, occupancy, alteration, maintenance, transfer and appearance of Units, Common Elements and Limited Common Elements, subject to any limits set forth in the Declaration of Condominium.

1.33 "Tenant" or "Lessee" means a person occupying a Unit, other than the Owner, for consecutive periods of two (2) months or more, pursuant to a verbal or written agreement, where said occupancy by the non-owner involves consideration, such as the payment of money or the exchange of goods and services. The term "Tenant" shall be used interchangeably with "Lessee".

1.34 "Unit" means a part of the Condominium Property that is subject to exclusive ownership, together with the appurtenances passing with it, including an undivided share in the Common Elements.

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

1.36 "Utility Services" as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and Bylaws, shall include but not be limited to telephone, electricity, gas, hot/cold water, heating, refrigeration and sewage disposal.

1.37 "Voting Interests" means and refers to the arrangement established in the Condominium Documents by which the Owner(s) of each Unit collectively are entitled to one vote in the Association matters. There are 49 Units, so the total number of Voting Interests is 49.

2. CONDOMINIUM NAME. The name by which this condominium is identified is "PAR FOUR, A CONDOMINIUM."

3. UNIT IDENTIFICATION. The identification of each Unit shall be by number and shall be as indicated on the Surveyor's Plat attached to the Original Declaration.

4. SURVEY AND GRAPHIC DESCRIPTION. A survey of the land submitted herewith to condominium ownership and a plat thereof describing each Unit, Common Elements and their relative location and the approximate dimensions of each Unit are as shown on the surveyor's plat which is attached to the Original Declaration.

5. VOTING RIGHTS. Unit Owners are entitled to one (1) vote per Unit. Voting rights may be suspended pursuant to the terms of the Condominium Documents and/or Florida Law. Suspension of voting rights shall not affect the basis for which Common Expenses are shared or Common Elements and Common Surplus owned. However, suspended Voting Interests shall be subtracted from the total number of votes required when calculating any required vote or quorum during the period for which said Voting Interest is suspended.

6. OWNERSHIP OF COMMON ELEMENTS. Unit Owners share equally in the Common Expenses and own the Common Elements on a 1/49th basis. The undivided share of ownership of the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or separately hypothecated. As long as the Condominium exists, the Common Elements cannot be partitioned.

7. EASEMENTS.

7.1 Easements. Each of the following easements and easement rights are reserved through the Condominium Property and are covenants running with the land and notwithstanding any of the other provisions of this Declaration, may not be revoked unless released in connection with termination of the Condominium. None of these easements may be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of the Unit Owners with respect to such easements.

7.2 Utility and Other Easements. The Association, through its Board of Directors, has the power, without agreement of any Unit Owner, to grant, modify or move easements (such as electric, gas, cable television, or other communications, information or Internet services) or relocate any existing easements, in any portion of the Condominium or Association Property. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units. The Association, through the Board of Directors, may also transfer title to utility-related equipment, facilities or material, and may take any other action to satisfy the requirements of any utility company or governmental agency.

7.2.1 This Declaration is subject to, and shall not impair, the rights of Sarasota County to furnish sewer and water services to the Condominium Units and Common Elements and make proper charges therefore, and shall further be subject to all easements, restrictions and reservations of record and roadway, walkway and utility easements hereby declared for the purpose of furnishing ingress and egress and utility service to adjacent property.

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

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

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

8. CONDOMINIUM UNITS AND APPURTENANCES. Each Unit, together with the space within its boundaries as described on the Survey and Plat attached to the Original Declaration, and all Insurable Improvements constructed therein, together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property. The boundaries of the Units are as follows:

8.1 Upper Boundary. The bottom chord of the roof truss and the top side of the ceiling drywall for second floor of 2-story building or single-story building; bottom surface of the second floor concrete slab forming the ceiling for the first floor.

8.2 Lower Boundary. The bare surface of the concrete slab which serves as the floor of the Unit.

8.3 Perimeter Boundary. The interior surface of the concrete block or back side of the drywall serving as the perimeter wall, which plane shall be extended to each Unit's upper and lower boundary. Units shall also include all perimeter windows and doors.

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

8.5 Appurtenances. Unit ownership includes all of the rights, title and interest including but not limited to the following, whether or not separately described:

8.5.1 Common Elements. Each Unit Owner has an undivided share of the Common Elements, such undivided share to be that portion set forth in Article 6 hereof.

8.5.2 Easements. Each Unit Owner has an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time.

8.5.3 Association Membership. Each Unit Owner has an interest in funds and assets held by the Association, provided however, that funds and assets of the Association are not divisible and may not be separately hypothecated and further provided that the Association may suspend voting rights and other incidents of membership as provided by the Act.

8.5.4 Limited Common Elements. Each Unit Owner has the right to exclusive use of the Limited Common Elements described in Article 1.26 of this Declaration, which are appurtenant to his Unit, in accordance with the applicable Rules and Regulations.

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

9.1 Association Maintenance. The Association shall maintain, repair and replace all of the following items as a Common Expense:

9.1.1 All Association Property and Common Elements.

9.1.2 All Limited Common Elements, including the structural portions of all balconies and lanais (i.e. the concrete slab and exterior portions of the balconies and lanais as originally installed by the developer).

9.1.3 Painting, cleaning and structural maintenance/repair of all exterior walls and roof surfaces. The Association is responsible for caulking the exterior portions of the windows in connection with the Association's painting and cleaning of the exterior walls, as determined by the Board of Directors. However, in all other circumstances, the Unit Owners are responsible to caulk and seal the Unit windows.

9.1.4 Landscaping on the Common Elements.

9.1.5 All electrical conduits, wires and installations (including the circuit breaker and electrical boxes) wherever located that provide Utility Services to more than one Unit, or the Common Elements; and plumbing fixtures and installations located within or outside a Unit for the furnishing of Utility Services to more than one Unit or the Common Elements. The Association's maintenance, repair and replacement responsibility does not include electrical or plumbing fixtures, switches, receptacles, the main electrical panel or other portions of the electrical system located within the Unit and serving only that Unit.

9.1.6 The entire plumbing and mechanical systems from (but not including) the main water shut off valve outward to the source of water provided by the utility company and all plumbing and mechanical installations located within or outside a Unit, including the outside water faucets, for the furnishing of Utility Service to more than one Unit or the Common Elements. The Association's maintenance, repair and replacement responsibility does not include plumbing or mechanical fixtures, equipment, the main water shut off valve or other portions of these systems located inward of the main water shut off valve and within the Unit and serving only that Unit.

9.1.7 The telephone, television, internet or other similar systems (including wires, cables and related equipment) wherever located that provide service to more than one Unit and/or to the Common Elements. The Association's maintenance, repair and replacement responsibility does not include any portion of these systems located after the first splitter within the Units and serving only that Unit.

9.1.8 Incidental Damage. If, in connection with the discharge of its maintenance, repair or replacement responsibilities, the Association must remove, disassemble, or destroy portions of the Condominium Property which the Unit Owner is required to maintain, repair, or replace, the Association shall be responsible for:

9.1.8.1 In the case of a portion of the Unit as originally installed by the Developer, for reinstallation or replacement of that item as originally installed by the Developer or as close to it as is reasonably possible; or

9.1.8.2 In the case of a portion of the Unit which has been replaced, upgraded or added to by the Unit Owner or a predecessor in title, for reinstallation or replacement of that item to its unfinished state as originally installed by the Developer, which in the case of drywall is defined as installed, taped and mudded.

9.1.8.3 The Association's responsibility for incidental damage does not apply to cases of Casualty repair, or repair of damage caused by a covered cause of loss under the Association's applicable insurance policy, in which cases the Association's responsibility shall be limited to the extent of coverage under such policy and as otherwise provided by law. Repair or replacement of all upgrades or additions to the Unit, even if made by a predecessor in title, shall be the responsibility of the Unit Owner.

9.2 Unit Owner Maintenance. Each Unit Owner is responsible, at the Owner's own expense, to maintain, repair and replace all of the following items:

9.2.1 All portions of the Unit that the Association is not obligated to maintain.

9.2.2 All electrical or plumbing facilities and fixtures located on or within the Unit, which service only the individual Unit, main shut-off valves and bathroom vent covers.

9.2.3 All windows (including the window glass, screens and frame), sliding glass doors, screen doors and screens (including hardware and framing) within the Unit.

9.2.4 Unit entry doors, including locks, doorbells and related hardware.

9.2.5 The air-conditioner (and related HVAC components such as the air handler, compressor, Freon lines, ductwork, wires and vents) servicing only the Owner's individual Unit, no matter where located. If such equipment (servicing only one Unit) is located on or within the Common Elements, the Unit Owners must notify the Board of Directors in writing prior to performing such maintenance. The Unit Owners are responsible to protect and preserve all portions of the Common Elements and are liable for any damages caused to the Common Elements and Condominium Property, including but not limited to costs incurred by the Association to replace/repair shrubs, grass, decorative stones and similar landscaping that is damaged or destroyed during the course of the Unit Owner's performance of their maintenance responsibilities.

9.2.6 Painting and cleaning of the interior portions of the ceiling, walls and floors of balconies and lanais. However, Unit Owners cannot change the existing paint color of such interior portions of the ceilings, walls and floors without the prior written approval of the Board of Directors. The Association is responsible for the painting and cleaning of the exterior walls of the balconies and lanais as determined by the Board of Directors.

9.2.7 All interior portions of the Unit, including carpeting, tile and other floor coverings (including those on the balcony or lanai), personal property, appliances, water heaters, water filters, toilets and other bathroom fixtures.

9.2.8 Improvements, alterations or additions made by the Unit Owner to the Unit.

9.2.9 Hurricane protection and the structural components thereof that the Unit Owner installs to the Unit.

9.2.10 All drywall within the Unit, the finishes thereof (including trim), and the structural framing related thereto, including studs and insulation.

9.3 Utility Services. Unit Owners must ensure that Utility Services are always available to service the Unit. If a Unit Owner fails to maintain Utility Services to the Unit, the Association shall have, without waiver of other remedies, the right to enter into the Owner's Unit or upon the Unit and Limited Common Elements and take any and all lawful actions to make the utilities available to service the Unit, in which event the Unit Owner shall be charged

for such activities (including attorneys' fees and all other costs incurred by the Association) by the Association which shall be secured by a Lien for Charges. Unit Owners must turn off all water to the Unit anytime that the Unit will be vacant for more than one (1) day.

9.4 Unit Owner Obligations In Connection with Maintenance, Repair and Replacement. In connection with his maintenance, repair and replacement obligations, the Unit Owner must obtain the prior written approval of the Association, through the Board of Directors, before performing any maintenance, repair or replacement which requires: changes or alterations to the physical appearance of the Condominium Property visible from any exterior vantage; excavation; access to the Building roof; removal, modification or relocation of any interior partitions or walls, whether load-bearing or not; alteration or modification of the interior floors, including the concrete slab, relocation of cabinets or appliances; relocation of utility, plumbing, mechanical or electrical installations or fixtures or ductwork; the use of heavy or noisy equipment; any building or work permit or license; storage of materials or equipment on the premises outside of the Unit; a significant number of workers, as determined by the Board; use of scaffolding, booms or other forms of exterior access; and such other actions as may cause concern for the peace and safety of the Condominium and its residents or the aesthetics of the Condominium Property, as determined by the Board. The Association may condition such approval on such criteria as the Board deems reasonable.

9.4.1 Nothing shall preclude the Association from acting as the Owner's agent to retain contractors or others to perform Unit Owner maintenance, repair or replacement responsibilities in emergency or non-emergency situations. Provided, however, that in non-emergency situations, the Owner must so agree. Absent such agreement, if the Board determines that such work is necessary to facilitate projects involving the Association's maintenance, repair or replacement of the Condominium Property, the Board may perform such work on behalf of the Unit Owner even in non-emergency situations. In all such cases, the Unit Owner must reimburse the Association for the expenses incurred and such expenses are secured through a Lien for Charges. Unit Owners shall at all times ensure that all contractors and other persons performing services for the Unit Owner obtain all required permits and licenses, are properly licensed and insured, including required Worker's Compensation insurance, and that the Condominium Property is kept free from liens. The Unit Owner shall hold the Association harmless from any claim of any nature arising out of failure to comply with these requirements.

9.5 Alterations by Unit Owners. No Owner may make or permit the making of any modifications or alterations to any portion of the Unit visible from the exterior, without first obtaining the written consent of the Board of Directors, which consent shall be denied if the Board determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or whole. The Board, in reaching its decision, may take into account uniformity of appearance, compatibility with the existing architecture in the community, the quality of the proposed alteration, objections of neighboring residents, and such other criteria as the Board may reasonably adopt in reaching its decision. If a Unit Owner (or his

predecessors in title) makes, or has made, any modifications or alterations to the exterior of a Unit, or to the Common Elements, the Unit Owner shall be financially responsible for the insurance, maintenance, care, preservation, reconstruction, repair or replacement of the modification or alteration and shall execute such documents as the Association may require, if any, accepting said financial responsibility. The Association, through its Board of Directors, may require Owners to remove any such modifications or alterations to the Condominium Property in connection with the Association's maintenance, repair and replacement responsibilities. In such cases, the Unit Owner is obligated to reimburse the Association for any costs affiliated with the removal and/or re-installation of the item, with said obligation being secured by a Lien for Charges. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractors or agents, although the Association may provide for stricter liability standards in contracts with contractors and agents. Alternatively, said Owner may be required to remove and reinstall said modification or alteration, if so determined by the Board of Directors.

9.6 Alterations by Association. The Association shall not make or cause to be made any material alterations or substantial additions to the Common Elements costing in excess of \$7,500.00 without the prior approval of two-thirds of the entire Voting Interests. Necessary maintenance of the Common Elements, or Association Property regardless of the level of expenditure, is the responsibility of the Board of Directors.

9.7 Enforcement of Maintenance. If, after reasonable notice, a Unit Owner fails to maintain the Unit or other portions of the Condominium Property as required above, the Association, through its Board of Directors, shall have, without waiver of other remedies, the right to perform or cause performance of the necessary work, and/or institute legal proceedings at law or in equity to enforce compliance, and/or to take any and all other lawful actions to remedy such violation, in which event the Unit Owner shall be charged for the costs of such activities (including attorney's fees incurred by the Association) which costs shall be secured by a Lien for Charges. The authority contained herein includes, but is not necessarily limited to, actions to address sanitary or health-related issues within the Units and matters involving safety and preservation of the Condominium Property.

9.8 Negligence. Damage Caused by Condition of Unit. Each Unit Owner is liable to the Association and/or other Unit Owners for the expenses of any maintenance, repair or replacement of the Condominium Property, made necessary by the Owner's willful conduct or negligence, or by that of any of the Owner's Occupants, Tenants, Guests or Invitees.

9.8.1 Access to Units. If one or more of the Units involved or affected is unoccupied at the time the damage is discovered (regardless of the cause), the Association may enter the Unit(s) without prior notice to the Owner(s) and take reasonable action to mitigate damage or prevent its spread, at the Unit Owner's expense. In the event of an emergency, the Association may, but is not obligated to repair the damage without the Owners' prior consent

and the Owner shall be responsible for reimbursement of the Association, with the cost being secured by a Lien for Charges.

9.9 Hurricane Protection. The Board of Directors shall adopt hurricane shutter or hurricane protection specifications for the Condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. The Board may, subject to the provisions of Section 718.3026 of the Act, and the approval of Voting Interests as may be required by the Act, install hurricane shutters or other forms of hurricane protection that comply with or exceed the applicable building code except that a vote of the Owners is not required if the maintenance, repair, and replacement of hurricane shutters or other forms of hurricane protection are the responsibility of the Association pursuant to this Declaration.

10. ASSESSMENTS AND CHARGES. The Board of Directors shall make Assessments against the owners in the manner provided in the Bylaws and in this Declaration. The Unit Owners shall share in the Assessments as set forth in Article 6 above.

10.1 Liability for Assessments and Charges. A Unit Owner, regardless of how he/she acquires title, including a purchaser at a judicial sale, is liable for all Assessments and Charges that come due and owing while he/she is the Unit Owner. Except as provided in Article 10.5 for first mortgagees, any person or entity acquiring title to a Unit shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and Charges, including interest, late fees, attorneys' fees and other costs and expenses of collection incurred by the Association that came due and owing up to the time of the transfer. The liability for Assessments or Charges may not be avoided by waiver of the use or enjoyment of any Common Elements or by abandoning the Unit for which the Assessments or Charges are made. The Board of Directors shall determine when Assessments and Charges become due and owing.

10.2 Defaults in Payment of Assessments or Charges. Assessments and Charges (and installments thereof) not paid within ten (10) days from the date when they are due shall incur a late fee and bear interest in an amount as determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law. The Board may accelerate unpaid Assessments and Charges in the manner prescribed by law. The Association has a lien on each Condominium Parcel for any unpaid Assessments or Charges together with interest, late fees and reasonable attorneys' fees, as well as costs and expenses of collection incurred by the Association incident to the collection of the Assessment, Charge or enforcement of the lien. Unless otherwise permitted by the Act, no lien may be filed by the Association against a Condominium Parcel until thirty (30) days after the date on which a notice of intent to file a lien has been delivered to the Owner. The Association's lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon recording, the Association's claim of lien shall relate back to the date of the filing of the original Declaration of Condominium. Upon payment in full, the Condominium Parcel is entitled to a satisfaction of the lien. The Association may

bring an action in its name to foreclose a lien for Assessments or Charges in the manner that a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments or Charges without waiving any claim of lien.

10.3 Notice of Intention to Foreclose Lien. Unless otherwise permitted by the Act, 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 or Charges. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments or Charges, including those which have been accelerated (if applicable) and those coming due after the claim of lien is recorded, are paid before the entry of a final judgment or foreclosure, the Association shall not recover attorney's fees or costs. The notice must be provided by delivering a copy of it to the Unit Owner or by mailing a copy 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 fees and costs as permitted by law. The notice requirements of this provision are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

10.4 Attachment of Rental Income When Unit is Delinquent. Notwithstanding any other remedy available to the Association under the Condominium Documents or applicable law, the Association shall have the following options when payments of Assessments or Charges are in default (more than ten days in arrears). The Association may, without order of the Court, direct rental income (by written notice to the Tenant with copy to Unit Owner) from Units in default to be paid directly to the Association until all outstanding Assessments, Charges, other monetary obligations, interest, late fees, costs, collection expenses, attorney fees and receiver's fees, if applicable, are paid in full.

10.5 First Mortgagee. The priority of the Association's lien and the obligation for payment of past due Assessments or other sums due in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be as specified by the Act as the same now exists or may be amended or renumbered from time to time.

10.6 Certificate of Unpaid Assessments or Charges. Any Unit Owner may require the Association to provide a certificate showing the amount of unpaid Assessments or Charges against him or her with respect to his/her Unit. The Association, its agents and counsel shall be entitled to charge a fee for preparing such information, in amounts established by the Board or in a management agreement between the Association and its manager/management company, or as otherwise may be limited or allowed by the Act.

10.7 Lien for Charges. There is created by this Declaration a common law and contractual lien to secure payment for any Charge as described in Article 1.9 above which is not otherwise secured by a statutory lien for Common Expenses. The Lien for Charges shall be of

equal priority to, shall accrue interest and late fees, and shall be foreclosed in the same manner as the Common Expense lien, including the right to recover attorney fees, costs and expenses of collection.

10.8 Other Remedies. The Board of Directors shall have the authority to impose such other remedies or sanctions permitted by the Act pertaining to non-payment of monetary obligations to the Association. Without limitation, the same shall include suspension of use rights in Common Elements and Association Property; suspension of voting rights; suspension of the right to serve on the Board; the attachment of rental income; denial of lease approval requests; and acceleration of Assessments.

11. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM. The Association, by and through its Board of Directors, shall manage and administer the Condominium. The Association's directors and officers are vested with all the powers granted to officers and directors of a corporation not-for-profit under the laws of the State of Florida, including but not limited to those set forth more specifically elsewhere in the Condominium Documents. The Association shall have the authority to enter into management and other agreements concerning matters of common interest through its officers. Management of the Association and election of its Board of Directors shall be as set forth in the Bylaws. Without limiting the foregoing, the Association shall have the following rights and powers:

11.1 Access. The Association, through its Board of Directors, has the irrevocable right of access to each Unit and its appurtenant Limited Common Elements during reasonable hours as may be necessary for the Association to provide services, or for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration, or as may be necessary to prevent damage to the Common Elements or to any Unit or Units, or to determine compliance with the terms and provisions of this Declaration, the exhibits annexed hereto, and the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time. Therefore, each Unit Owner must provide the Association with a key to his/her Unit at the time of sale and anytime thereafter when the Unit Owner changes the locks. If any Owner must maintain, repair or replace portions of the Condominium Property as provided herein which requires access to another Unit for said purpose, the Unit Owner shall have reasonable access to the Unit which shall be administered through the Association. The Unit Owner gaining access shall be liable for any damages he causes to the Condominium Property.

11.2 Assessments and Charges. The Board of Directors has the power to make and collect regular and special Assessments and other Charges against Unit Owners and to lease, maintain, repair, and replace the Common Elements and Condominium Property.

11.3 Delegation. The Board of Directors has the power to enter into contracts for the maintenance, repair, replacement and management of the Common Elements and Condominium Property and to delegate the powers and rights herein contained, including,

without limitation, establishing and collecting of Assessments and other Charges against Unit Owners, and perfecting liens for non-payment thereof.

11.4 Rules and Regulations. The Board of Directors has the power to adopt and amend reasonable Rules and Regulations concerning the operation and management of the Association and the use of the Common Elements, Units and Condominium Property.

11.5 Acquisition or Transfer of Real Property; Leasing Common Elements and Association Property. The Board of Directors has the power to acquire real property and transfer real property owned by the Association or otherwise convey and mortgage real property for the use and benefit of its Members with the same approval of Unit Owners as needed to amend this Declaration. No Unit Owner approval shall be required to acquire, purchase, or mortgage a Unit in connection with foreclosure of a lien or deed in lieu of foreclosure, nor to dispose of such Unit. The Board of Directors has the power to approve all proposed leases for the Units, Common Elements or other Condominium Property and to impose lease fees, use fees, and other fees permitted by the Act or the Condominium Documents.

11.6 Fees for Use of Common Elements; Other Fees and Deposits. The Board of Directors has the authority to set use fees for the private use of Common Elements or Association Property, as well as the regulations and policies pertaining to such use. The Board of Directors may also establish other fees and deposits determined necessary or proper by the Board.

11.7 Lease of Association Property or Common Elements. The Board of Directors has the power to lease the Condominium Property and Common Elements. However, the Board may not charge any fee against a Unit Owner for the Owner's use of the Common Elements or Condominium Property except fees pertaining to an Owner having exclusive use of such property, or as otherwise agreed by the Association and any party leasing Condominium Property or Common Elements.

11.8 Limitation upon Liability of Association. Notwithstanding the duty to maintain, repair, replace, insure or reconstruct parts of the Condominium Property, the Association is not liable to Unit Owners or any other person for injury or damage caused by any latent or unknown condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any alterations or improvements done by or on behalf of any Unit Owner, regardless of whether or not the same shall have been approved by the Association. Further, notwithstanding anything contained in the Condominium Documents or any other document governing or binding the Association, the Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, Occupant, Guest, Tenant, Invitee or other user of any portion of the Condominium Property or for any property of any such persons. Without limiting the generality of the foregoing:

11.8.1 It is the express intent that the Condominium Documents have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Condominium Property and the value thereof; and

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

11.8.3 Any provisions of the Condominium Documents which describe the use of Assessments which relate to health, safety and or welfare shall be interpreted and applied only as limitations on the use of Assessment funds and not as creating a duty for the Association to protect or enhance the health, safety or welfare of any person(s), even if the Association uses Assessment funds for any such reason.

11.8.4 Each Unit Owner and any other person using or otherwise having an interest in or lien upon any portion of the Condominium Property shall be bound by this Article 11.8 and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the Association's liability has been disclaimed in this Article 11.8.

11.8.5 As used in this Article 11.8, the term "Association" shall include within its meaning all of the Association's directors, officers, committee members and other persons the Association may be required to indemnify, to the extent and limit of such indemnity, and without waiving, reducing or otherwise modifying coverage obligations or subrogation rights of any insurer.

11.9 Disclaimer, Waiver, and Release of Claims Regarding Mold and Mildew. Each Unit Owner acknowledges that the Condominium is located in a hot, humid climate, which is conducive to the growth of mold and/or mildew. Therefore, the Board of Directors shall have the authority to adopt reasonable Rules and Regulations regarding maximum or minimum temperatures for the Units and/or to require that the air conditioning to the Units be set within certain temperature and/or humidity ranges and to require Owners to take such further actions as the Board deems advisable to control humidity and mold and/or mildew growth. The Association shall not be responsible to prevent mold and/or mildew or any related damages, including, but not limited to, any special or consequential damages, property damages, personal injury, loss of income, emotional distress, death, loss of use, loss of income, diminution or loss of value of the Unit, economic damages, and adverse health effects relating to, arising from or caused by mold and/or mildew accumulation regardless of the cause of said mold and/or mildew.

11.9.1 Each Unit Owner and any other person using or otherwise having an interest in, or lien upon any portion of the Condominium Property shall be bound by this Article

11.9 and shall be deemed to have automatically waived any and all claims, obligations, demands, damages, causes of action, liabilities, losses and expenses, whether now known or hereafter known, foreseen or unforeseen, that such person has, or may have in the future, in law or in equity against the Association, its officers, directors, and committee members, or any person or entity the Association is obligated to indemnify (and without waiving, reducing or otherwise modifying coverage obligations or subrogation rights of any insurer) arising out of, relating to, or in any way connected with indoor air quality, moisture, or the growth, release, discharge, dispersal or presence of mold and/or mildew or any chemical or toxin secreted there from.

11.10 Restraint upon Assignment of Shares in Assets. The Unit Owners' share in the Association's funds and assets cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his Unit.

12. INSURANCE. Insurance shall be carried upon the Condominium Property, including the Common Elements and Association Property, as follows:

12.1 Authority to Purchase Insurance. All insurance policies (except individual Unit Owner policies) shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees as their respective interests may appear.

12.2 Coverage.

12.2.1 Property Insurance. Except as otherwise provided herein, the Association shall obtain and maintain fire, wind, general property and extended coverage insurance with a responsible insurance company upon all of the Insurable Improvements of the entire Condominium, including the Condominium Property, Common Elements, Units, and the personal property of the Association, for the replacement value thereof, including coverage for changes in applicable building codes, if reasonably available and determined commercially practicable by the Board, and less commercially reasonable deductibles as determined by the Board, provided the Board may exclude landscaping and exterior improvements not customarily insured by Condominium Associations in the locality, and foundation and excavation costs, in its discretion. The Board shall determine the replacement value of the Insurable Improvements through independent appraisal, at least every 36 months, or other such period as required by the Act. The Board shall establish deductibles at a duly noticed meeting of the Board and shall give notice of such meeting and determine the deductibles as required by the Act, so long as required by the Act. Notwithstanding the foregoing requirement, the Board of Directors will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be reasonably available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11) (2017) of the Act, as the Act may be amended or renumbered from time to time. The original policy of insurance shall be held by the Association, and mortgagees shall be furnished, upon request, mortgage endorsements

Page 19 of 42

covering their respective interests. The word "Building" or "Insurable Improvement" in every property insurance policy issued to protect a Condominium Building does not include the following items which each Unit Owner must insure: personal property in the Unit or Limited Common Elements; Floor, wall, or ceiling coverings within a Unit or Limited Common Element; electrical fixtures, appliances, water heaters, water filters, built-in cabinets or countertops, window treatments, including curtains, drapes, blinds, hardware and similar window treatment components, and replacements of any of the foregoing, which are located within the boundaries of a Unit and serve only one Unit. The Unit Owners shall also be responsible to insure all alterations, modifications or additions made to the Unit, Limited Common Elements, or Common Elements by said Unit Owner, or his predecessor in interest or title.

12.2.2 Liability Insurance. The Association shall obtain and maintain public liability insurance covering all of the Common Elements and Condominium Property and insuring the Association and the Unit Owners as their interest may appear in such amounts as the Board of Directors deem appropriate. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The Unit Owners shall have no personal liability for such claims, except as may be otherwise provided by law or the Condominium Documents, 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.

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

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

12.2.5 Other Insurance. The Association shall obtain and maintain such other insurance as may be required by law and as the Board of Directors may, from time to time, deem advisable, including, but not limited to, flood insurance, Errors and Omissions and Officers and Directors Liability insurance.

12.3 Deductible and Other Insurance Features. The Board of Directors shall establish the amount of the deductibles under the insurance policies, and other features (including but not limited to exclusions) as it deems desirable and financially expedient, in the exercise of its business judgment and in the method provided by the Act. The deductibles and other features

shall be consistent with industry standards for communities of similar size and age and of similar construction and facilities in the locale where the Condominium Property is situated.

12.4 Premiums. Insurance premiums shall be paid by the Association as a Common Expense.

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

12.5.1 Proceeds for Damages to Common Elements. Each Owner has an undivided share in any insurance proceeds received from damage to the Common Elements. Such share is the same as the undivided share in the Common Expenses appurtenant to the Unit.

12.5.2 Proceeds for Damages to Units.

12.5.2.1 Surplus. It shall be presumed that the first monies disbursed in payment of costs for reconstruction and repair of the Units shall be from insurance proceeds. If there is a balance in any construction fund established to reconstruct or repair the Units after the Units have been repaired or reconstructed, such balance shall be treated as Common Surplus.

12.5.2.2 When the Units are to be restored. The Association shall disburse insurance proceeds for the Owners of damaged Units in proportion to the costs of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

12.5.2.3 When the Units are not going to be restored. The Association shall disburse insurance proceeds to the Unit Owners based on the Owners' undivided share in the Common Expenses appurtenant to the Unit.

12.5.2.4 Common Elements and Units. When both Common Elements and those portions of the Units insured by the Association are damaged by an insurable event, insurance proceeds shall be allocated between damage to the Common Elements and the Units as the Board of Directors shall determine. However, when there are insurance proceeds received on account of an insurable event or other covered cause of loss under the Association's applicable insurance policy but such proceeds are insufficient to completely repair the damages (including, but not limited to, shortfalls occasioned by the existence of a

deductible), then such proceeds shall first be applied to repair the Common Elements and then applied to repair damages to the Units and any Limited Common Elements.

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

12.6 Distribution of Proceeds. The Association shall distribute insurance proceeds in the following manner:

12.6.1 Reconstruction or Repair. If the damaged items are going to be repaired or reconstructed, then the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be Common Surplus.

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

12.7 Association as Agent. The Association is irrevocably appointed as 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.

12.8 Unit Owners must have Insurance. All Unit Owners must obtain and maintain adequate levels of property insurance (typically an "H-06 policy") to cover repairs and replacement of: ceiling, floor and wall coverings; electrical fixtures; built-in cabinets and countertops; window treatments (and related hardware); water heaters and filters; personal property and improvements which service only the Unit and are located within the Unit and Limited Common Elements. Unit Owners must provide the Board with proof of such insurance on or before January 1 of each year, or as otherwise requested in writing by the Board of Directors.

13. RECONSTRUCTION AFTER CASUALTY. If any part of the Condominium Property shall be damaged by a Casualty or other insurable event, the basis to determine whether or not it shall be reconstructed or repaired shall be as follows:

13.1 Common Elements. The Common Elements shall automatically be reconstructed or repaired unless the Condominium is to be terminated as provided in Article 19 below.

13.2 Units.

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

13.2.2 Major Damage. If the damage renders 50% or more of the Units in the Condominium uninhabitable, as determined by the Board of Directors or governmental agencies of jurisdiction, the damaged property will be reconstructed or repaired, unless 70% of the entire Voting Interests in the Condominium agree in writing that such reconstruction or repair shall not take place. The decision whether or not to reconstruct or repair shall be made within one hundred eighty (180) days after the Casualty or other covered cause of loss under the Association's applicable insurance policy, provided however that the Board of Directors shall have the authority to extend this period for decision-making, not to exceed three (3) years, to deal with exigencies in communication with Unit Owners caused by natural disasters or other significant casualties, or to deal with delays in obtaining information regarding reconstruction costs or insurance proceeds available for reconstruction.

13.2.3 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Buildings, or if not, then according to plans and specifications approved by the Board of Directors, regardless of whether it may be a material alteration or substantial addition and no vote of the Unit Owners shall be required.

13.2.4 Definition of "Uninhabitable." For purposes of this Declaration, "uninhabitable" shall mean that the Board of Directors has concluded that the Condominium Property which the Association is required to insure cannot be restored to the condition (or a better condition) in which it existed prior to the Casualty or other covered cause of loss under the Association's applicable insurance policy through available insurance proceeds, plus a special Assessment against each Unit Owner not to exceed 10% of the average fair market value of the Units, as determined by the Board. This calculation shall not include costs affiliated with those items each Unit Owner is obligated to repair or replace at the respective Unit Owner's expense. A governmental agency's declaration or order that the Condominium Property may not be occupied for a defined period of time due to safety concerns shall not conclusively establish that Units are uninhabitable, provided that the Units can be made safe for occupancy pursuant to the standards set forth above. In the event of a dispute as to whether or not Units are "habitable", a resolution enacted by the Board shall be binding on all parties, unless wholly arbitrary or contrary to law.

13.3 Responsibility. All reconstruction work after a Casualty or other covered cause of loss under the Association's applicable insurance policy for damaged items that the Association insures shall be undertaken by the Association, except that a Unit Owner may undertake reconstruction work on portions of his/her Unit with the prior written consent of the Board of Directors. However, such work, and the disbursement of insurance proceeds may be conditioned upon the Board's approval of (i) the specific repair methods, (ii) the qualifications of the proposed contractor, (iii) the contract that is used for that purpose, and (iv) reasonable verification of appropriate steps to ensure that the work is done and that the contractor is paid for the performance of said work. Unit Owners shall be responsible for reconstructing those items that the Unit Owners are required to insure. Unit Owners must obtain all required governmental permits and approvals prior to commencing reconstruction. Assessments for the cost of the work shall be set forth in Article 13.5 below. If an Owner fails to repair and reconstruct those items that the Unit Owner is responsible for under this Declaration, the Association shall have, without waiver of other remedies, the right to proceed in accordance with Article 9.8, in which event the Unit Owner shall be charged for the costs of such activities (including attorney fees incurred by the Association) by the Association which shall be secured by a Lien for Charges.

13.4 Cost Estimates. Once it is determined to rebuild or repair damage to property for which the Association or Unit Owner is responsible, the Association or Unit Owner shall promptly obtain reliable and detailed estimates of the cost to rebuild or repair.

13.5 Assessments. The cost of reconstruction after Casualty or other covered cause of loss for those portions of the Condominium Property required to be insured by the Association shall be a Common Expense pursuant to Section 718.111 (11) (j) of the Act. However, any cost of repair, reconstruction or replacement of portions of the Condominium Property that is not caused by a Casualty or other covered cause of loss under the Association's applicable insurance policy, as determined by the Board of Directors, shall be repaired, and said costs allocated pursuant to the general maintenance, repair, and replacement provisions of this Declaration.

13.6 Damage Caused By Wear and Tear of the Condominium Property. Damage to the Condominium Property that is not caused by a Casualty as defined in Article 1.8 or covered cause of loss under the Association's applicable insurance policy, shall be repaired or replaced in accordance with the provisions of Article 9 and shall not be subject to this Article 13.

13.7 Termination of Condominium if Not Reconstructed. If the Owners vote not to reconstruct the Condominium by vote described in Article 13.2.2 hereof, the Condominium shall be terminated in accordance with the procedures set forth in Article 19 hereof.

13.8 Additional Board Authority. In addition to those powers that are granted to the Board by law and by the Condominium Documents, the Board shall have the following powers and authority in connection with emergency conditions:

13.8.1 To determine after a Casualty or other covered cause of loss under the Association's applicable insurance policy whether the Units can be safely occupied, which decision shall not be conclusive as to the determination of habitability in Article 13.2. Such decision shall be based upon the advice of emergency management officials or a licensed professional (such as an engineer).

13.8.2 To declare any portion of the Condominium Property unavailable for occupation by Owners, Family members, Tenants, Guests, Invitees or other Occupants after a Casualty, including during the rebuilding process. Such decision by the Board shall be based upon the advice of emergency management officials or a licensed professional (such as an engineer) and can be made only if necessary to protect the health, safety, or welfare of the Association, Owners, Family members, Tenants, Guests, Invitees or other Occupants.

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

13.8.4 To contract on behalf of Unit Owners, with said Owners responsible to reimburse the Association, for items for which the Owner is responsible, but which may be necessary to prevent further damage. Without limitation, this includes debris removal, dry-out of Units and replacement of damaged air conditioners when necessary to provide climate control in the Units. The Unit Owner shall be responsible to reimburse the Association within thirty (30) days of the Association's invoice. The Association's right to payment shall be secured by a Lien for Charges and actions to collect such sums shall entitle the Association to recover interest, late fees, attorneys' fees, and other costs and expenses of collection.

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

13.8.6 To adopt emergency Assessments with such notice deemed practicable by the Board.

13.8.7 To adopt emergency Rules and Regulations governing the use and occupancy of the Units, Common Elements and Condominium Property, with such notice deemed practicable by the Board.

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

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

14. USE RESTRICTIONS. Use of the property submitted for condominium ownership shall be in accordance with the following use restrictions and reservations:

14.1 Occupancy of Units; Single Family Residence. Units shall be used only as a single-family residence. The term "Single Family" is defined in Article 1.18 herein. No more than six (6) persons may at any time permanently occupy any Unit. For purposes of these Condominium Documents, "permanently occupy" means to sleep in the Unit for more than thirty (30) nights in the aggregate during any calendar year. No Unit may be divided or subdivided nor may any portion apart from the entire Unit be sold or otherwise transferred. Units may not be used for commercial or business purposes. Unit Owners (and their Tenants, Guests, Occupants and Invitees) may use Units for "home office" or "telecommuting" purposes, provided that such uses do not involve customers or clients coming onto the Condominium Property, the posting of any signage in the Condominium, the storage of equipment, products, or materials in the Condominium, nor more than two (2) regular deliveries per day of correspondence or similar items from customary express delivery services.

14.2 Nuisance. The Condominium Property shall not be used for any immoral, improper or unlawful purpose, and no use or behavior shall be allowed which would create a public or private nuisance, nor which shall unreasonably interfere with the quiet possession or enjoyment of the Condominium Property, nor which becomes a source of annoyance to the Unit Owners and/or their Tenants, Guests, Occupants or Invitees, or which will increase insurance rates. Nuisance, as the term is utilized herein, shall include cyber and/or technological nuisances which negatively impact a Unit Owner's ability to access the Internet, including the use of Wi-Fi connectivity. All property shall be kept in a neat and orderly manner. The Common Elements shall be used for the purpose of furnishing services and facilities as herein provided for the welfare and enjoyment of the Unit Owners and their Tenants, Guests, Occupants and Invitees. The Condominium Property shall be used in accordance with all federal, state, and local laws and ordinances.

14.3 Storage. No outdoor storage of any kind will be permitted except as may be approved in writing by the Board of Directors.

14.4 Signs. Unit Owners shall not post, nor permit to be posted, any sign upon the Common Elements or within or upon any Unit indicating that the Unit is for sale, rent, or available for inspection by interested parties (i.e. an "open-house") without the prior written consent of the Board of Directors.

14.5 Exterior Equipment. No wires, TV antenna, window air conditioners, aerials, signs, plaques, decorations or structures of any sort shall be erected, constructed or maintained on the exterior of the Unit without the prior written consent of the Board of Directors.

14.6 Clotheslines. No clotheslines, hangers, or drying facilities shall be permitted on the exterior of any Unit or on any part of the Common Elements, except by the Association, and no clothes, rugs, drapes, spreads, or household goods or articles of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window, door, or railing.

14.7 Pets. No farm animals, livestock or poultry of any kind shall be raised, bred or kept within or upon a Unit or any portion of the Common Elements, except that Owners are permitted to keep no more than two (2) domesticated pets of up to 25 pounds each within the Unit. Such animals may not be kept, bred or maintained for any commercial purposes and may never cause a nuisance or danger to any other Owner, Tenant, Guest or Invitee. Pets must be kept on a leash when outside of the Unit. Any pet which causes a danger to anyone's health, safety, or welfare or becomes a nuisance may be required to be permanently removed. Owners shall be fully responsible for the actions of their pets. Exposed excrement on Units, lawns, roads, streets, or any portion of the Common Elements shall be considered a nuisance and an unreasonable annoyance hereunder. Owners and their Tenants, Guests and Invitees must comply with all local laws and ordinances pertaining to dogs and other pets. The Board of Directors may adopt rules and regulations to further restrict pets.

14.7.1 Assistance Animals: No provision of this Article 14.7 shall be interpreted in any way to impair the rights of persons with disabilities and such persons' right to a reasonable accommodation under applicable federal and state laws.

14.8 Vehicles and Parking. The following definitions shall apply for purposes of this Article 14.8:

A ***"Truck"*** is any motor vehicle which is designed or used principally for the carriage of goods and includes a motor vehicle to which has been added a cabinet box, a bed, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passengers, whether or not said cabinet box, bed, platform or rack has been enclosed by a cap, "topper" or other enclosure. This shall specifically include "pick-up trucks."

A ***"Permitted Pick-up Truck"*** is any pick-up truck which does not exceed two (2) tons weight rated carrying capacity, and has no more than four (4) standard (factory) wheels, and contains factory installed standard suspension, and is used solely for personal transportation and which is not used as a commercial vehicle. Permitted pick-up trucks shall be single cab, "extended cab" or "crew cab" with a box no longer than eight feet. Permitted pick-up trucks must also be of original manufacturer's height, width and weight in order to be considered as a "permitted pick-up truck."

A ***"Commercial Vehicle"*** is any vehicle of any kind whatsoever (including regular passenger automobiles and permitted pick-up trucks), which, from viewing the exterior of the vehicle or any portion thereof, shows or tends to show any commercial or charitable institution

(e.g. church or school) markings, signs, displays, tools, toolboxes, bins, equipment, racks, altered beds, ladders, apparatus, any vehicle with more than four (4) tires or with tires larger than the standard or optional tires offered by the vehicle manufacturer for that specific model, or otherwise indicates a commercial or other non-personal use. Any vehicle which contains exterior graphics or markings (including those which are painted or wrapped in vinyl), or bear signage, logos, phone numbers, advertising, or Internet/website addresses shall be considered commercial vehicles. Vehicles not primarily designed for family transportation (including but not limited to limousines and hearses) shall be considered commercial vehicles whether or not actually so used for the purpose for which the vehicle was originally designed. For any resident who drives an automobile issued by any governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or parking space assigned to the Unit.

A ***"Recreational Vehicle"*** is any vehicle other than a personal passenger automobile or permitted pick-up truck, such as a trailer, camper, motor home, boat, or boat trailer which is used primarily for travel and recreational purposes.

14.8.1 Parking. Personal passenger automobiles and other permitted vehicles shall be parked only in designated parking spaces, driveways or in the carports. Vehicles that cannot operate on their own power or which do not have a current license plate/registration, and any vehicle with exterior body damage shall not be permitted to be parked in any parking space for more than 12 hours. Motorcycles are not permitted at any time upon the Condominium Property. No truck, commercial vehicle, or recreational vehicle shall be permitted to remain upon any portion of the Condominium Property other than for temporary parking as hereafter provided. "Temporary parking" shall mean parking of such vehicles belonging to Owners or their Guests, or other vehicles such as delivery trucks, service vehicles and other commercial vehicles actively being used in the furnishing of services to the Association or the Unit Owners, and parking of such vehicles belonging to or being used by Owners for loading and unloading purposes only and for periods of time not to exceed four (4) hours in the aggregate during the day. The Board may adopt rules for the further regulation of such vehicles within the Condominium Property. Vehicles parked anywhere other than in a parking space, carport or a driveway shall be deemed illegally parked. Vehicle maintenance or repairing vehicles anywhere on the Condominium Property is prohibited. No vehicle shall protrude onto or in any manner block or interfere with access to the vehicular easement areas, parking areas, another parking space, sidewalk, pathway or street and any vehicle so protruding, blocking or interfering shall be deemed illegally parked. Any and all vehicles that are illegally parked are subject to towing by the Association at the Unit Owner's expense without notice. This provision applies to all Unit Owners, occupants, tenants and guests. Unit Owners shall be responsible for compliance with this provision by their family, tenants, guests and invitees.

14.9 Smoking on Common Elements. No person shall engage in smoking within or on any portion of the Common Elements or real property which is Association Property. Smoking shall mean inhaling, exhaling, burning, carrying or possessing any lighted substance, including cigarettes, cigars or pipes. The prohibition against smoking within or on any portion of the Common Elements or real property which is Association Property shall apply to all present and future Unit Owners, tenants, their respective families, guests, invitees, or other persons while on the Condominium Property. However, the Board may, in its discretion and without need for Unit Owner approval, establish outdoor areas where smoking is permitted. Once designated areas where smoking is permitted have been established, the Board shall also have the authority to remove said designation so that smoking is no longer permitted in that area.

14.10 Grills and Similar Equipment. Pursuant to Section 633.202, Florida Statutes (2017), the State Fire Marshal shall adopt and enforce the current edition of the National Fire Protection Association's Standard 1 (NFPA 1) Fire Prevention Code. According to the 2015 edition of the NFPA 1, no grill of any type may be used or stored on balconies of residential buildings. Therefore, unless future editions of the NFPA 1 permit the use and storage of grills on balconies, the use or storage of grills is strictly prohibited on balconies, decks, or lanais, within the Units or upon any portion of the Common Elements. Unit Owners violating this rule are also subject to fines and actions for injunctive relief. The Board may designate a portion or portions of the Common Elements to accommodate grilling. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements.

15. OCCUPANCY. Unit Owners and Primary Occupants may have Tenants, Guests, Invitees or other Occupants upon and within their Unit or upon the Condominium Property. There are various types of "occupancies" which are regulated as follows:

15.1 Non-Overnight Occupancy When Unit Owner, Primary Occupant or Tenant is in Residence. There is no restriction against this type of occupancy provided that the same does not create a nuisance or otherwise violate any provision of the Condominium Documents. The Board of Directors may restrict or prohibit convicted felons including, but not limited to, registered sex offenders, from occupying a Unit. Non-overnight Guests, Invitees or other Occupants may not use the Condominium Property unless accompanied by the Unit Owner, Primary Occupant or Tenant and only in accordance with rules promulgated by the Board of Directors.

15.2 Overnight Occupancy When Unit Owner, Primary Occupant or Tenant is in Residence. Unit Owners, Primary Occupants and Tenants may have persons stay in the Unit overnight as long as the Unit Owner, Primary Occupant or Tenant is in simultaneous residence and the stay is otherwise in compliance with the Condominium Documents. The Board may require that Owners, Primary Occupants and Tenants register such overnight persons. The Board of Directors may restrict or prohibit convicted felons including, but not limited to, registered sex offenders, from staying overnight in a Unit.

15.3 Overnight Occupancy in the Absence of the Unit Owner, Primary Occupant or Tenant. Tenants are not permitted to have persons occupy the Unit overnight in the Tenant's absence. Unit Owners and Primary Occupants may have persons occupy the Unit for overnight periods in their absence.

15.4 Immediate Family. Immediate Family members are entitled to occupy Units to the same extent as Owners. Immediate Family members must comply with all of the use restrictions contained in this Declaration and otherwise must comply with all of the provisions of the Condominium Documents.

15.5 Additional Board Authority. The Board may promulgate such Rules and Regulations as are necessary to implement this Article.

16. LEASING. Unit Owners and Primary Occupants may lease their Unit. The terms "leasing" and "renting" shall be used interchangeably in this Declaration. The terms "Tenant" and "Lessee" shall likewise be used interchangeably. All leases must be in writing and must be a minimum of 2 consecutive months. Unit Owners and Primary Occupants wishing to lease their Unit must provide the Board of Directors (or the Board's designee) with written notice of such intention to lease at least 30 days prior to the commencement of the proposed lease, together with the name(s) of the proposed Lessee, the names of all proposed Occupants, and such other information as the Board of Directors may reasonably require. Any person occupying the Unit after initial approval shall be subject to a separate application and approval process. The Board of Directors shall have thirty (30) days from the receipt of notice and all required information within which to approve or disapprove of the proposed lease, the proposed Lessees and the proposed Occupants. However, where the proposed lessee is a service member (i.e. 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) the Board of Directors must approve or deny the rental application within 7 days after its receipt of all required information and must notify the service member in writing of an application approval or denial and, if denied, the reason for denial. Absent a timely denial of the rental application, the Board of Directors must allow the Unit Owner to lease the Unit to the service member. The Board shall use its best efforts to provide the Unit Owner or Primary Occupant written notice of its decision within said period. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing are prohibited.

16.1 Board Right of Approval. The Board of Directors shall have the authority to approve all leases and renewals or extensions thereof, which authority may be delegated to a committee or agent. No person may occupy a Unit as a Tenant or overnight Occupant except as provided in Article 15 above. The Board may require an interview of any proposed Tenants or other proposed overnight Occupants as a condition for approval.

16.2 Tenant Conduct; Remedies. All leases and lease addenda will provide, or be deemed to provide that the Tenants have read and agreed to be bound by the Condominium

Documents. The leases or lease addenda shall further provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease and subject the Tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a Tenant, Occupant, Guest or Invitee fails to abide by the Condominium Documents, the Unit Owner(s) shall be responsible for the conduct of the Tenants, Occupants, Guests and Invitees and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Unit Owner shall have the duty to bring his Tenant's conduct (and that of the other Occupants, Guests and Invitees) 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 or Primary Occupant fails to bring the Tenant's conduct into compliance with the Condominium Documents in a manner deemed acceptable by the Association, the Association, through its Board of Directors, shall have the authority to act as agent of the Unit Owner or Primary Occupant to undertake whatever action is necessary to abate the Tenants' noncompliance with the Condominium Documents (or the other noncompliance of other Occupants, Guests or Invitees) including, without limitation, the right to institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent on behalf of the Unit Owner or Primary Occupant. The Association shall have the right to recover any costs or fees, including attorneys' fees, incurred in connection with such actions, from the Unit Owner which shall be secured by a Lien for Charges.

16.3 Application Fee. The Board of Directors may charge an application fee in connection with a proposed lease in an amount determined by the Board not to exceed the maximum amount permitted by law.

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

17.1 Forms of Ownership:

17.1.1 Ownership by Individuals. A Unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein. Upon the effective date of this 2017 Amended and Restated Declaration, no person may jointly or severally own more than two (2) Units.

17.1.2 Co-Ownership. Co-ownership of Units may be permitted. If the co-owners are other than husband and wife, the Board shall condition its approval upon the designation of one approved natural person as "Primary Occupant." The use of the Unit by other persons shall be as if the primary occupant was the only actual owner. Any changes in the Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one such change of the Primary Occupant will be approved in any

Page 31 of 42

calendar year. No time share estates may be created. "House Sharing" by multiple families and "Fractional Ownership" are prohibited.

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

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

17.2 Transfers Subject to Approval.

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

17.2.2 Gift. If any Unit Owner shall acquire title by gift, the continuance of ownership of the Unit shall be subject to the approval of the Board of Directors. Notice must be given at least thirty (30) days prior to the intended closing or title transfer date.

17.2.3 Devise or Inheritance. If any Unit Owner shall acquire title by devise or inheritance, the continuance of ownership of Unit shall be subject to the approval of the Board of Directors. If any Unit Owner acquires title by devise or inheritance, the Owner's right to occupy or use the Unit shall be subject to the approval of the Board of Directors. Approval to own or occupy

a Unit may not be denied to any devisee or heir who was the prior Owner's lawful spouse at the time of death, or was related to the deceased owner by blood or by adoption.

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

17.3 Approval by Association. Unit Owners intending to sell or otherwise transfer their Unit must obtain the Association's prior approval in the following manner:

17.3.1 Notice to Board of Directors.

17.3.1.1 Sale or Other Transfer. A Unit Owner intending to make a bona fide sale or other title transfer of his Unit or any interest in it, including gifts and transfers to artificial entities, shall, within thirty (30) days of the date of closing, give to the Board of Directors notice of such intention, together with the name and address of the intended grantee(s), an executed copy of the purchase contract and its exhibits, or other documentation intended to evidence the transfer and such other information concerning the intended grantee and the transaction as the Board of Directors may reasonably require. The Board may require, without limitation, credit history, a criminal background investigation, past residency or employment verification, personal references, and a personal interview with the purchaser(s) and all proposed Occupants of the Unit.

17.3.1.2 Devise or Inheritance. A Unit owner who has obtained title to a Unit by devise or inheritance, or by any other manner not previously considered, shall, within thirty (30) days of acquiring title, provide a certified copy of the instrument evidencing title to the Board of Directors, together with such other information concerning the Unit owner as the Board of Directors may reasonably require.

17.3.1.3 Failure to Give Notice. If a Unit Owner fails to provide the above required notice to the Board of Directors, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Board of Directors at its election and without notice may approve or disapprove the transaction or ownership. If the Board of Directors disapproves the transaction or ownership, the Board of Directors shall proceed as if it had received the required notice on the date of such disapproval.

17.3.2 Certificate of Approval.

17.3.2.1 Sale or Other Title Transfer. If the proposed transaction is a sale or other prospective title transfer, then after receipt of such notice and all information that the

Board may reasonably require, including a personal interview, the Board of Directors shall use its best efforts to either approve or disapprove the proposed transaction within thirty (30) days.

17.3.2.2 Devise or Inheritance. If the Unit Owner giving notice has acquired title by devise, inheritance, or by operation of succession laws, then after receipt of such notice and all information that the Board may reasonably require, including a personal interview, the Board of Directors shall use its best efforts to either approve or disapprove the continuance of the Unit Owner's ownership of the Unit within thirty (30) days.

17.4 Disapproval by Board of Directors. If the Board of Directors shall disapprove a transfer or continuance of ownership of a Unit, the matter shall be disposed of in the following manner:

17.4.1 Sale or Other Arms-Length Transaction to Bona Fide Third Party. If the proposed transaction is a sale or other arms-length transfer to a bona fide third party purchaser and the Board rejects the transaction for reasons other than those listed in Article 17.4.3 below, then within thirty (30) days after receipt of such notice and all information that the Board may reasonably require, the Board of Directors shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors, or with the prior written approval of a majority of the Voting Interests, the Association itself, who will purchase the Unit and to whom the Unit Owner must sell the Unit upon the following terms:

17.4.1.1 The price to be paid (and all other terms) shall be the purchase price stated in the rejected sales contract, or, at the Board's sole option, the fair market value of the Unit determined by arbitration in accordance with the then existing rules of the American Arbitration Association. The arbitrators shall be two professional appraisers, one of whom shall be appointed by the Unit Owner and the other of whom shall be appointed by the Board of Directors, who shall base their determination upon an average of their appraisals of the Unit. The expense of the arbitration shall be shared equally by the parties.

17.4.1.2 The purchase price shall be paid in cash. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later. If the Association fails to purchase the Unit, or fails to provide a purchaser, or if the Association or purchaser furnished by the Association shall default in the agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval.

17.4.2 Gifts; Devise; Inheritance; Familial Transfers. If the Unit Owner giving notice has acquired or will acquire title by gift, devise, inheritance, or by operation of succession laws or in any other manner, and if the Board wishes to disapprove the transfer or continuance of ownership for reasons other than those listed in Article 17.4.3 below, then

within thirty (30) days after receipt of such notice and all information that the Board may reasonably require, the Board of Directors shall deliver or mail by certified mail to the Unit Owner a purchase agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors or, with the prior written approval of a majority of the Voting Interests, by the Association itself, who will purchase the Unit and to whom the Unit Owner must sell the Unit upon the following terms:

17.4.2.1 The sale price shall be the fair market value determined by the grantor and grantee within thirty (30) days from the delivery or mailing of the purchase agreement. In the absence of an agreement as to price, or where transfers are made for less than bona fide value, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association. The arbitrators shall be two professional appraisers, one of whom shall be appointed by the Board of Directors and the other of whom shall be appointed by the Unit Owner, who shall base their determination upon an average of their appraisals of the Unit. The expense of the arbitration shall be shared equally by the parties.

17.4.2.2 The purchase price shall be paid in cash. The sale shall be closed within ten (10) days following the determination of the sale price. If the Association shall fail to purchase the Unit or provide a purchaser, or if the Association or a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the original transfer (by gift, devise, inheritance, etc.) shall be deemed to have been approved, and the Association shall furnish a certificate of approval.

17.4.3 Qualifications for Membership. The Board of Directors shall disapprove a proposed title transfer or disapprove the Owner's continued ownership of the Unit pursuant to this Article 17 where the potential Unit Owner does not facially qualify for membership in the Association, or for situations where approving the proposed transaction will result in a violation of the Condominium Documents. A person is not facially qualified for membership where:

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

17.4.3.2 The person seeking approval (which shall hereinafter include all proposed Occupants) has been convicted of or has pleaded no contest to, or has been released from incarceration, probation or community control for:

- (a) A capital, first or second degree felony involving violence to persons within the past ten (10) years;

- (b) A first or second degree felony involving illegal drugs within the past ten (10) years;
- (c) Any drug offense involving the manufacture and/or distribution of illegal drugs regardless of when that conviction, plea or release occurred;
- (d) A felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction, plea or release occurred.

17.4.3.3 The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction, plea or release occurred or when that label occurred;

17.4.3.4 The person seeking approval is currently on probation or community control for a felony involving violence to another or damage to property;

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

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

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

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

If the Board disapproves a proposed title transfer or the continued ownership of a Unit for any of the reasons listed in this Article 17.4.3, the Association shall have no duty to purchase the Unit or furnish an alternate purchaser and the transaction shall not be made, or if made, shall be rescinded in the manner determined by the Board.

17.5 Transfer Fee. The Association may charge a processing or transfer fee in connection with the sale, mortgage, lease or other transfer of a Unit. The fee may not exceed \$100.00 unless a larger fee is permitted by law. The Association or its authorized agent may also charge a reasonable fee for the preparation of a certificate, commonly known as an estoppel certificate, describing all Assessments and other Charges that the Unit Owner owes to the Association with respect to the Condominium Parcel. The Board shall establish the fee by a written resolution. Alternatively, the fee may be provided for in a management, bookkeeping, or maintenance contract.

17.6 Exceptions. The foregoing provisions of this Article 17 shall not apply to an institutional first mortgagee or its successors or assignees which acquire title to a Unit by foreclosure or a deed in lieu of foreclosure. However, where an institutional first mortgagee or its successor or assignees acquires title to a Unit by foreclosure or a deed in lieu of foreclosure and thereafter transfers title, such transferee shall be required to be approved by the Association and comply with all other terms of the Condominium Documents as a condition of holding title to a Unit. The provisions of Article 17 likewise do not apply where the Association acquires title to a Unit through foreclosure or a deed in lieu of foreclosure.

17.7 Unauthorized Transactions. Any sale, lease, mortgage or other transfer of ownership or possession not authorized pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Board of Directors.

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

18.1 Proposal of Amendments. An amendment may be proposed by either a majority of the Directors or by twenty percent (20%) of the entire Voting Interests.

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

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

18.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by the affirmative vote of a majority of the Board of Directors and by 30% of the entire Voting Interests of the Association. Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Association, upon Board approval, without need for Association membership vote.

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

18.6 Automatic Amendment. Whenever the Act, Chapter 617, Florida Statutes or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in this Declaration, the Board may

operate the Association pursuant to the less stringent requirements without the need to change this Declaration. The Board of Directors, without a vote of the Owners, may adopt amendments to this Declaration as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

18.7 Proviso. No amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit or change the proportion or percentage by which the Unit Owners share in the Common Expenses or own the Common Surplus unless the record Owner of the Unit concerned and all record owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

18.8 Rights of First Mortgagees. The following privileges, immunities, and rights shall insure to the benefit of any institutional first mortgagee of a Unit in the Condominium.

18.8.1 There shall be no amendment to this Declaration without the consent of institutional first mortgagees which would do any of the following:

18.8.1.1 Materially affect the security interest of institutional first mortgagees in Condominium parcels; or

18.8.1.2 Materially modify the appurtenances of any Condominium Unit upon which a first mortgage is held.

19. TERMINATION.

19.1 The Condominium may be terminated in the manner provided in this Article 19 in addition to the manner provided in the Condominium Act.

19.1.1 Agreement. The Condominium may be terminated pursuant to a plan of termination approved by at least ninety percent (90%) of the Voting Interests of the Condominium. It is the intent of this provision to incorporate the provisions of Section 718.117(3) of the Act.

19.1.2 Major Damage. If the Condominium suffers major damage as defined in Article 13.2.2, the Condominium may be terminated if seventy percent (70%) of the total Voting Interests in the Condominium vote to approve a plan of termination.

20. CONDEMNATION.

20.1 Awards. The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a Casualty to the portion taken, and

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

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

20.3 Distribution of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special Assessments will be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a Casualty. If the Condominium is not terminated after condemnation, the size of the Condominium may be reduced. The Owners of condemned Units, if any, will share in awards and special Assessments as provided below.

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

20.5 Units Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable, the award for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

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

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

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

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

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

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

20.7 Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, may be returned to the Unit Owners or used by the Association as the Board may determine.

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

21. COMPLIANCE AND DEFAULT.

21.1 Duty to Comply; Right to Sue. Each Unit Owner, his Immediate Family, Tenants, Guests, Invitees and all Unit Occupants and the Association shall be governed by and shall comply with the provisions of the Condominium Act and the Condominium Documents. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a Unit Owner against:

21.1.1 The Association;

21.1.2 A Unit Owner; or

21.1.3 Anyone who occupies a Unit as a Unit Owner, Immediate Family member, Tenant, Occupant or Guest. Unit Owners shall be jointly and severally liable for violations of the Condominium Documents by their Immediate Family members, Tenants, Guests, Invitees and Occupants of the Unit.

21.2 Attorneys' Fees. In any legal proceeding arising out of an alleged failure of a Unit Owner, Family member, Tenant, Guest, Invitee, Occupant of the Unit or the Association to comply with the requirements of the Condominium Act or the Condominium Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and reasonable attorneys' fees at trial and on appeal.

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

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

21.5 Notice of Lien or Suit.

21.5.1 Notice of Lien. When a Unit Owner becomes aware of a lien against his Unit he must provide the Association with written notice of every such lien within five (5) days.

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

21.5.3 Failure to Comply. Failure of an Owner to comply with this Section 21.5 will not affect the validity of any judicial suit; however, the failure may render the Owner liable to any party injured by such failure.

22. MISCELLANEOUS PROVISIONS.

22.1 Covenants Running with the Land. The covenants and restrictions as herein contained, or forming a part of the Condominium Documents, shall be deemed to run with the land and shall run perpetually unless terminated or amended as provided herein.

22.2 Savings Clause. If any provision of the Condominium Documents, as the same now exist or as may be later amended or any portion thereof shall be held invalid by any Court, or other governmental agency with proper authority to so hold, the validity of the remainder of said Condominium Documents shall remain in full force and effect.

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

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

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

22.6 Conflicts. In the event of a conflict between any provision of the Condominium Documents and the Condominium Act, the Condominium Act shall control, except in cases where the Act permits the Condominium Documents to regulate the subject, in which case the Condominium Documents will control. In the event of a conflict between this Declaration and the other Condominium Documents, the provisions of this Declaration shall control.

22.7 Interpretation. The Board of Directors shall be responsible for interpreting the provisions of the Condominium Documents. The Board's interpretations shall be binding upon all parties unless unreasonable. A written opinion rendered by Association's legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish that the interpretation is valid.

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

22.9 Waiver. No provisions contained in the Condominium Documents shall be deemed to have been waived because of any failure to enforce the same, irrespective of the number of violations or breaches, which may occur.

22.10 Plurality; Gender. 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 or no genders.

ACTIVE: 9374768_1

2017 AMENDED AND RESTATED BYLAWS
OF
PAR FOUR AT CAPRI CONDOMINIUM ASSOCIATION, INC.

*****SUBSTANTIAL REWORDING OF BYLAWS -
SEE CURRENT BYLAWS RECORDED IN THE SARASOTA COUNTY PUBLIC RECORDS AT O.R. BOOK
1833, PAGES 2520-2530 FOR CURRENT TEXT*****

1. IDENTITY. These are the 2017 Amended and Restated Bylaws (hereinafter "Bylaws") of Par Four at Capri Condominium Association, Inc. ("Association"), a Florida not-for-profit corporation organized for the purpose of administering the Par Four at Capri Condominium (hereinafter "the Condominium") which is located in Venice, Sarasota County Florida, upon the lands described in the Declaration of Condominium.

1.1 Office. The office of the Association is located at 899 Woodbridge Drive, Venice Florida 34293, or such other location within Sarasota County, as may from time to time be determined by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

1.3 Seal. The corporate seal of the Association shall be adopted and may be changed by the Board of Directors and shall bear the name or abbreviated name of the Association, the word "Florida," and the year of establishment. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.

1.4 Definitions. All terms used in these Bylaws shall have the same meaning, to the extent applicable, as set forth in the Articles of Incorporation for the Association, the Declaration of Condominium for the Condominium and the Florida Condominium Act (Chapter 718, Florida Statutes, 2017), all as amended from time to time.

2. MEMBERSHIP MEETINGS.

2.1 Annual Meetings. Annual membership meetings shall be held during the first week in March each year on a date, time and at such convenient location within 45 miles of the Condominium as may be determined by the Board of Directors, for the purpose of electing directors and transacting any business authorized to be transacted by the Members.

2.2 Special Meetings. Special membership meetings shall be held whenever called by the President, Vice President or by a majority of the Board of Directors, and shall be called by the President or Secretary within a reasonable time of receipt of written notice from 20% of the entire Voting Interests of the Association. Membership meetings to recall a member or members of the Board of Directors may be called by 10% of the entire Voting Interests of the Association and such Voting Interests shall give notice of the meeting, stating the purpose of the meeting, pursuant to Section 718.112(2) (j), Florida Statutes (2017), as amended from time to time.

2.3 Notice of Membership Meetings. Written notice (including an agenda) of all membership meetings (which includes the annual meeting and any special membership meetings), stating the time, place, and purpose(s) of the meeting, shall be sent to each Unit Owner by United States regular mail, hand-delivery or by email, unless waived in writing, at least 14 days prior to the meeting. Email notice may be used only for those Unit Owners who specifically consent to receive notice by email. Email notice may not be used for meetings called to recall a Director. Officers required to give notice may delegate the actual giving of notice to another person, such as an assistant officer or managing agent. Any membership meeting or election at which one or more Directors are to be elected must be noticed as provided for in Section 2.10 below. An officer of the Association or other person providing notice shall execute an affidavit of mailing per Section 718.112(2) (d)(2), Florida Statutes (2017), as amended from time to time, which shall be retained in the official records of the Association as proof of such mailing. The notice of the annual meeting shall include an agenda for all known substantive matters to be discussed, or have such an agenda attached to it. A copy of the notice and agenda shall be posted at a conspicuous location, designated by Board resolution, on the Condominium Property. Notice of specific meetings may be waived before or after the meeting and the attendance of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of objection to the notice of such meeting, except when his (or his authorized representative's) attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

2.4 Quorum/Voting. A quorum at Members' meetings shall consist of persons entitled to cast 30% of the Voting Interests of the entire membership. Decisions made by a majority of the Voting Interests present and voting, in person or by proxy, at a meeting at which a quorum is present shall be binding and sufficient for all purposes except such decisions as may be required by Chapter 718, Florida Statutes (2017) or where the Condominium Documents require a larger percentage in which case the percentage required in Chapter 718, Florida Statutes (2017), or the Condominium Documents shall govern. Members whose voting rights are suspended pursuant to the terms of the Declaration of Condominium, Articles, Bylaws or Florida Law shall be excluded from any calculation for purposes of determining whether a quorum is present during the period of suspension. Once a quorum is established, any Members who subsequently leave the meeting will not affect the validity of any action so taken at the meeting, or any adjournment of it, even if the number of Members leaving reduces the number originally required to establish a quorum.

2.5 Indivisible Vote. Each Unit shall have one (1) indivisible vote. If a Unit is owned by a partnership, any partner may vote on behalf of the partnership. If a Unit is owned in trust, any beneficiary of a trust shall be entitled to vote. Any person asserting the right to vote on behalf of a Unit owned by an artificial entity shall be conclusively presumed to be entitled to vote on behalf of said Unit, unless the Unit has filed voting instructions with the Association designating some other person entitled to vote. If multiple Owners or non-individual Owners of a Unit cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not necessary.

2.6 Proxies. Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated, and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than 90 days, and must be filed with the Association before or at the voter registration immediately preceding the meeting, or any adjournment thereof.

2.6.1 Unit Owners may designate any person as his/her proxy as long as that person is at least 18 years of age.

2.6.2 Proxies are revocable at any time at the pleasure of the Unit Owner executing it.

2.6.3 Except as specifically otherwise provided by law, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Condominiums, Timeshares and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or Bylaws; and for any other matter which Chapter 718, Florida Statutes (2017) 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.

2.6.4 No proxy, limited or general, shall be used in the election of Board members.

2.6.5 An executed telegram or cablegram appearing to have been transmitted by the proxy giver, or a photographic, photo static, facsimile, electronic 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. The use of proxies is to be liberally construed.

2.7 No Quorum. If any meeting of Members cannot be organized because a quorum is not present, or if insufficient Voting Interests are represented to approve a proposed item of Association business, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8 Order of Business. The order of business at annual Members' meetings and, as far as applicable at all other Members' meetings, shall be:

- 2.8.1** Call to order by the President;
- 2.8.2** Announcement of inspectors of election by the President;
- 2.8.3** Election of Directors;
- 2.8.4** Election of chairperson of the meeting; calling of the roll, certifying of proxies and determination of a quorum; or, in lieu thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy;
- 2.8.5** Proof of notice of the meeting or waiver of notice;
- 2.8.6** Disposal of unapproved minutes;
- 2.8.7** Reports of officers;
- 2.8.8** Reports of committees;
- 2.8.9** Unfinished business;
- 2.8.10** New business;
- 2.8.11** Adjournment.

2.9 Action without a Meeting. To the extent permitted by law, any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of the Members may be taken without a meeting, without prior notice, and without a vote if the appropriate number of Voting Interests required to approve the action submits a written consent setting forth the action so taken.

2.10 Election of Directors - Notice and Procedure. The regular election of Directors shall occur as the first item of business at the annual Membership meeting.

2.10.1 Not less than 60 days before a scheduled election, the Association shall mail, hand-deliver or email, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election. Any person desiring to be a candidate for the Board of Directors shall give written notice (i.e. provide a Notice of Intent form) to the Association not less

than 40 days before scheduled election. Not less than 14 days before the election, the Association shall mail, hand-deliver or email a second notice of the election to all Unit Owners entitled to vote therein, together with a written ballot which shall include an information sheet (if provided by the candidate), no larger than 8½ inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.

2.10.2 There is no quorum requirement necessary for an election as long as 20% or more of the eligible voters cast a ballot. Elections shall be decided by a plurality of those votes cast.

2.10.3 In the event that there are only as many (or fewer) candidates pre-qualified for election as there are open seats on the Board, no election shall be held and the pre-qualified candidates shall automatically become members of the Board after the annual meeting.

3. BOARD OF DIRECTORS.

3.1 Number, Term, and Qualifications. The business of the Association shall be conducted by a Board of Directors which shall consist of at least three (3) but no more than five (5) members, the exact number to be determined by a resolution of the Board of Directors from time to time. All Directors shall be Unit Owners or the spouse of a Unit Owner. A grantor of a trust described in Section 733.707(3), Florida Statutes (2017), or a beneficiary as defined in Section 737.303(4) (b), Florida Statutes (2017), and the spouses of such persons, shall be considered eligible for Board membership. Co-Owners of a Unit may not serve simultaneously on the Board unless they own more than one Unit or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of the vacancy. Persons who are convicted felons and who have not had their civil rights restored for at least five (5) years are not eligible to serve on the Board. If a Director ever becomes more than 90 days delinquent in the payment of any monetary obligation owed to the Association, the Director automatically abandons his position on the Board and the remaining Directors may fill the vacancy according to Article 3.2 below. All Directors will be elected for a two (2) year term. It is the intention of these Bylaws that a staggered Directorate be maintained. To implement and maintain a staggered Directorate, the Board may hold seats in future elections open for one or two year terms, or a successor may serve until the previously elected term is completed when necessary or appropriate. The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in the Condominium Act, or resigns. Director resignations are effective when received by the Association in writing, unless a later date is stated.

3.2 Board Vacancies. Vacancies in the Board of Directors shall be filled by appointment by a majority vote of the remaining Directors for the remainder of the unexpired term as provided in Article 3.1; provided that when a Director has been recalled by the membership, the vacancy created by his removal cannot be filled with the same person as has been removed from the Board, and when a majority of the Board has been recalled, vacancies shall be filled by the membership, as provided by law.

3.3 Organizational Meeting. The organizational meeting of the Board of Directors to elect officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, the organizational meeting shall be held within ten (10) days following the annual meeting of the Members.

3.4 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings, unless otherwise fixed by Board resolution, shall be provided to each Director by mail, hand-delivery, email or facsimile. If the Board provides such notice by mail, each Director is entitled to seven (7) days' notice prior to the day named for such meeting. If the Board provides notice by hand-delivery, email or by facsimile, each Director is entitled to three (3) days' notice prior to the day named for such meeting (except in an emergency).

3.5 Special Meetings. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of any three (3) Directors. Notice of special meetings, unless otherwise fixed by Board resolution, shall be provided to each Director by mail, hand-delivery, email or facsimile. If the Board provides such notice by mail, each Director is entitled to seven (7) days' notice prior to the day named for such meeting. If the Board provides notice by hand-delivery, email or by facsimile, each Director is entitled to three (3) days' notice prior to the day named for such meeting (except in an emergency).

3.6 Waiver of Notice. Any Director may waive notice of a meeting before, at, or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting.

3.7 Notices to Owners of Board Meetings. Except in an emergency, notice of Board meetings, which notice shall specifically include an agenda, shall be posted conspicuously as provided in Section 2.3 of these Bylaws at least 48 continuous hours in advance of the meeting. Meetings at which a regular monthly or quarterly Assessment is to be considered shall contain a statement that Assessments will be considered and the nature of such Assessments. However, written notice of any meeting at which non-emergency special Assessments, or at which amendment to rules regarding Unit use will be considered, shall be sent to the Unit Owners in accordance with Article 2.3 above and posted conspicuously upon the Condominium Property at least 14-days prior to the meeting. Evidence of compliance with this 14-day notice shall be by an affidavit executed by the person giving notice and shall be filed among the official records of the Association.

3.8 Owner Participation in Board Meetings. Board of Directors meetings at which a majority of the Board is present and where the Board is discussing Association business, shall be open to all Unit Owners. However, Unit Owners are not entitled to attend Board meetings where a quorum of the Board is meeting with the Association's attorney for legal advice pertaining to proposed or pending litigation or where a quorum of the Board is meeting to discuss personnel matters.

3.8.1 Unit Owners may not designate third persons, through power of attorney or otherwise, to attend Board meetings, unless agreed to in writing by the Board.

3.8.2 The Owners' right to attend Board meetings includes the right to speak with reference to all designated agenda items; provided, however, the Board may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Unless otherwise provided by the Board in a duly promulgated rule, each Unit Owner is entitled to speak for three (3) minutes with reference to designated agenda items.

3.8.3 Owners are permitted to tape record or video record Board meetings as long as doing so does not interfere with the meeting. Owners who record a Board meeting may not post such recordings on any website or other media which can be readily viewed by persons who are not Members of the Association. The Board may adopt reasonable rules governing the taping of meetings of the Board and the membership.

3.8.4 If 20% of the Voting Interests petition the Board to address an item of business, the Board must, at its next regularly scheduled Board meeting, or at a special Board meeting, but in no event later than 60 days after receipt of the petition, place the item on the agenda. The Board is not obligated, however, to vote on the agenda item.

3.9 Board Meetings, Quorum, and Voting. The President has the discretion to set and determine agenda items for all Board meetings. However, the President shall be obligated to include any item on the agenda for a Board meeting, if requested, in writing, by two (2) Board members. A quorum at Director Meetings shall consist of a majority of the Directors gathered to discuss Association business. The acts approved by a majority of the entire Board present at a meeting shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings (except that Directors may vote by secret ballot when electing Officers) and a vote or abstention for each member present shall be recorded in the minutes. If at any Board meeting there is less than a quorum present, the Directors present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. Directors who are absent may later sign written statements agreeing with Board actions taken in their absence but such written statements may not be used for purposes of creating a quorum or counted as official vote for the Board's meeting. Directors may participate telephonically in Board meetings, as provided by law.

3.10 Presiding Officer. The presiding officer at Board of Directors meetings shall be the President, and in his absence, the Vice President. In the absence of the presiding officer, the Directors present shall designate a Director to preside.

3.11 Director Compensation. Directors shall not be entitled to compensation for service as such; however, Directors shall, with the approval of a majority of the entire Board of Directors, be entitled to reimbursement of out of pocket expenses reasonably incurred in furtherance of their

duties as Directors. This provision shall not preclude the Board of Directors from employing an officer or Director as an agent or employee of the Association.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors shall exercise all of the powers and duties of a not-for-profit corporation existing under the Condominium Documents, the laws of Florida and the Condominium Act, all as may be amended from time to time. Such powers and duties shall include, but shall not be limited to, the following:

4.1 To Assess. The Board of Directors shall adopt budgets and make and collect special and periodic Assessments against Owners to defray the costs of the Association.

4.2 To Expend Association Funds. The Board of Directors shall use the proceeds of Assessments in the exercise of its powers and duties.

4.3 To Maintain The Condominium Property. The Board of Directors shall operate, maintain and manage the Condominium Property.

4.4 To Adopt Rules/Regulations. The Board of Directors shall enact and may amend reasonable Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, and Condominium Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration of Condominium. No rule, policy, or resolution may contradict any provision in the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

4.5 To Reconstruct after Casualty. The Board of Directors may reconstruct the Units, Common Elements and Association Property after Casualty as specified in the Declaration of Condominium.

4.6 To Approve Transfers. The Board of Directors may approve or disapprove proposed transactions or transfers in the manner provided by the Declaration of Condominium, and may charge a preset transfer fee, not to exceed the maximum permitted by law, in connection with such right of approval. The Board may also charge other fees and require other information in connection with the approval of a Unit transfer in the manner provided by law.

4.7 To Enforce. The Board of Directors may enforce by legal means the provisions of applicable laws and the Condominium Documents, and to interpret said Condominium Documents, as the final arbiter of their meaning.

4.8 To Contract. The Board of Directors may enter into contracts for the maintenance, operation and management of the Condominium.

4.9 To Insure. The Board of Directors shall carry insurance for the protection of the Unit Owners and the Association, pursuant to requirements contained in the Declaration of Condominium and Chapter 718, Florida Statutes (2017), both as amended from time to time.

4.10 To Pay Utility Bills. The Board of Directors shall pay the cost of all Utility Services rendered to the Condominium and not billed to the Unit Owners.

4.11 To Hire and Discharge. The Board of Directors may employ personnel to be paid a reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

4.12 To Sue and Be Sued. Serving as a Director does not preclude the Director from bringing and defending lawsuits.

4.13 To Deal in Real and Personal Property and Borrow Money. The Board of Directors may make and execute contracts, deeds, mortgages, notes, and other evidence of indebtedness, leases, and other instruments by its officers and to purchase, own, lease, convey, and encumber real and personal property. The Board of Directors may grant easements and licenses over the Condominium Property necessary or desirable for proper operation of the Condominium.

4.14 To Enter Into Contracts for Products and Services; Competitive Bidding. All contracts for the purchase, lease, or renting of materials or equipment, or which are not to be fully performed within one year, and all contracts for services shall be in writing. As to any such contract which requires payment exceeding 5% of the gross budget (including reserves) except for contracts with employees of the Association, attorneys, accountants, architects, engineers and landscape architects, and community association managers, the Association shall obtain competitive bids unless the products and services are needed as the result of an emergency or unless the desired supplier is the only source of supply within the County serving the Association. The Association need not accept the lowest bid. If a contract was awarded under the competitive bid procedures of this Section, any renewal of that contract is not subject to such competitive bid requirements if the contract contained a provision that allowed the Board to cancel a contract on thirty days' notice. Materials, equipment, or services provided to a condominium under a local government franchise agreement by a franchise holder are not subject to the competitive bid requirements of this Section.

4.15 To Levy Fines and Suspensions. The Board of Directors may, pursuant to Section 718.303, Florida Statutes (2017), as the same now exists or may be amended from time to time, levy and impose fines and suspensions against a Unit Owner not to exceed the maximum permissible by law, for failure of the Unit Owners or their Occupants, Licensees, Tenants and Guests to comply with the provisions of the Board policies and resolutions, the Condominium Documents, including the Rules and Regulations, and applicable laws.

4.15.1 A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law.

4.15.2 The party against whom the fine is sought to be levied shall be afforded an opportunity for a hearing before a "fining" or "enforcement" committee. The committee needs to be comprised of at least three (3) other Unit Owners who are neither Board members nor persons residing in a Board member's household. The party against whom a fine is sought is entitled to receive advance written notice of not less than fourteen (14) days. Notice shall be deemed effective when deposited in the United States Mail, certified, return receipt requested, to the address of the Unit Owner listed in the official records of the Association. Said notice shall include:

- .1 A statement of the date, time, and place of the hearing;
- .2 A statement of the provisions of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, Board policies and resolutions or laws which have allegedly been violated; and
- .3 A short and plain statement of the matters asserted by the Association.

4.15.3 The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral arguments on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. If the committee does not agree with the Board's decision to levy a fine, the fine may not be levied. Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect said fine shall be entitled to an award of costs, and reasonable attorneys' fees incurred before trial (including in connection with the preparation for and conduct of fining hearings), at trial, and on appeal.

4.16 To Appoint Committees. The Board of Directors may appoint committees and delegate to such committees those powers and duties of the Association as the Board deems advisable. All committees and committee members shall serve at the pleasure of the Board.

4.16.1 Committee Meetings. Meetings of committees that take final action on behalf of the Board of Directors or which make recommendations as to the Association budget must be noticed in the same manner as regular Board of Directors meetings as described in Article 3.7 of these Bylaws. All other committees may meet and conduct their affairs in private without prior notice or Owner participation, unless otherwise directed by the Board of Directors.

4.17 To Approve the Installation of Hurricane Protection. The Board of Directors shall adopt hurricane protection specifications for the Condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply

with the applicable building code, or shall be structured to ensure that installed hurricane protection is in compliance with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane protection conforming to the specifications adopted by the Board, provided that the Board may condition approval upon the Unit Owner's agreement to execute appropriate documentation regarding same.

4.18 To Exercise Emergency Powers. In the event of any "emergency" as defined in Section 4.18.8 below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Section 617.0207, Florida Statutes (2017), and Section 617.0303, Florida Statutes (2017), as amended from time to time.

4.18.1 The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

4.18.2 The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

4.18.3 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 Directors in attendance at such a meeting shall constitute a quorum.

4.18.4 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.

4.18.5 The Board may use reserve funds to meet Association needs.

4.18.6 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.

4.18.7 These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

4.18.8 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;
- .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; or
- .6 An unanticipated set of circumstances, which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Association, the Unit Owners, the Condominium Property, or Association Property.

5. OFFICERS.

5.1. The officers of the Association shall be the President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistant officers as may be desired, all of whom shall be elected annually by and from the Board of Directors, and who may be removed by a majority vote of the Directors at any Board meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. Assistant officers need not be Directors.

5.2 President — Powers and Duties. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Board of Directors and Association meetings. The President shall have general supervision over the affairs of the Association. The President shall have all of the powers and duties which are usually vested in the office of President of a corporation.

5.3 Vice-President — Powers and Duties. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4 Secretary — Powers and Duties. The Secretary shall keep the minutes of all proceedings of the Board of Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Board of Directors and other notices required by law. He shall have responsibility for the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall be responsible for the records of the Association, except those of the Treasurer. He shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Board of Directors or the President.

5.5 Treasurer — Powers and Duties. The Treasurer shall be responsible for all property of the Association, including funds, securities, and evidences of indebtedness. He shall be responsible for the Assessment rolls and accounts of the Members. He shall make sure that the books of the Association are maintained in accordance with good accounting practices and shall perform all other duties incident to the office of the Treasurer of a corporation.

5.6 Officers' Compensation. Officers shall not be entitled to compensation for service as such; however, Officers shall, with the approval of a majority of the entire Board of Directors, be entitled to reimbursement of out of pocket expenses reasonably incurred in furtherance of their duties as Officers. This provision shall not preclude the Board of Directors from employing an officer or Director as an agent or employee of the Association.

6. Indemnification.

6.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer, agent, or committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement and 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.

6.2 Expenses. To the extent that a director, officer, employee, agent or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 6.1 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.

6.3 Advances. Expenses incurred in defending a civil or criminal action, suit, investigation or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, investigation or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, employee, agent or committee member to repay such amount if it shall

ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 6.

6.4 Miscellaneous. The indemnification provided by this Article 6 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any law, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee, agent or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

6.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, 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.

7. MINUTES AND INSPECTION OF RECORDS. Minutes of all meetings of Unit Owners, Committees, and of the Board of Directors shall be kept in a business-like manner. These, plus records of all receipts and expenditures and all other official records, as defined in Section 718.111(12), Florida Statutes (2017), as amended from time to time, shall be available for inspection by Unit Owners and Board members at all reasonable times; provided, however, that the Directors may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and any copying.

8. FISCAL MANAGEMENT. Shall be in accordance with the following provisions:

8.1 Budget. The Board of Directors shall adopt the budget each year. The Board shall prepare a proposed annual budget of Common Expenses which shall include all anticipated expenses for operation, maintenance, and administration of the Condominium. The proposed budget may also include (if applicable) expenses of security, in-house communications, directors and officers insurance, transportation services, bulk cable or master antenna television, and interior pest control, all of which are declared to be Common Expenses under these Bylaws. The proposed budget shall include reserves in accordance with Section 718.112(2)(f)2, Florida Statutes (2017), as amended from time to time, the funding of which may be waived or reduced by the Unit Owners. Reserve funds and any accrued interest on the funds shall remain in the reserve accounts for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the Voting Interests at a duly called meeting of the Association, or by the written approval of a majority of the Voting Interests. The budget shall contain a reasonable allowance for contingencies and provide funds for all operating expenses previously incurred.

8.1.1 If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that notice of the Board

meeting at which the revised budget will be considered along with a copy of the proposed revisions to the budget shall be mailed to each Member as provided in Article 8.2 hereof.

8.1.2 If an adopted budget requires Assessments against the Unit Owners in any fiscal or calendar year which exceed 115 percent of the Assessments for the preceding year, the Board upon written application of 10 percent of the Voting Interests shall call a special meeting of the Unit Owners within 30 days upon not less than 14 days' written notice to each Unit Owner. At the special meeting, Unit Owners shall consider and enact a budget. The adoption of the budget requires a vote of not less than a majority vote of all the Voting Interests. The Board of Directors may propose a budget to the Unit Owners at a meeting of Members or in writing, and if the budget or proposed budget is approved by the Unit Owners at the meeting or by a majority of all the Voting Interests in writing, the budget is adopted. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors goes into effect as scheduled. In determining whether Assessments exceed 115 percent of similar Assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis or Assessments for betterments to the Condominium Property must be excluded from the computation.

8.1.3 If for any reason the Board does not adopt a budget for a particular fiscal year, the budget for the prior year will remain in effect until such time that the Board is able to adopt a new or amended budget.

8.2 Mailing. A copy of the proposed annual budget shall be mailed, hand-delivered or emailed to the Unit Owners not less than 14 days prior to the meeting of the Board of Directors at which the budget will be adopted, together with a notice of the meeting. The notice shall also be posted in a conspicuous location on the Condominium Property as provided by law. The Board may include notice of its meeting to set the insurance deductible with notice of the budget meeting.

8.3 Assessments. The annual shares of the Unit Owners of the Common Expenses shall be made against Units not less frequently than quarterly (as determined by the Board of Directors each year) in amounts which are sufficient to provide funds in advance for the payment of all current anticipated operating expenses and all unpaid operating expenses previously incurred. Assessments shall become due on the first day of each such period and shall become delinquent 10 days thereafter. The Association shall have the right to accelerate Assessments of an Owner delinquent in the payment of prior Assessments. Accelerated Assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

8.4 Special Assessments. Assessments for Common Expenses which are not provided for and funded in the budget or an amendment to the budget may be made by the Board of

Directors, and the time of payment shall likewise be determined by them. Notice of the Board meeting at which such Assessments shall be considered shall be posted and mailed to each Unit Owner as provided in Article 2.3 hereof, except in the event of an emergency. The funds collected pursuant to a special Assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus, and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future Assessments.

8.5 Assessment Roll. The Assessments for Common Expenses and Charges shall be set forth upon a roll of the Units which shall be available for inspection at all reasonable times by Unit Owners. Such roll shall indicate for each Unit the name and address of the Owner, and the Assessments and Charges paid and unpaid. A certificate made by a duly authorized representative of the Association or by the Board of Directors as to the status of a Unit's account may be relied upon for all purposes by any person for whom made.

8.6 Liability for Assessments and Charges. A Unit Owner shall be liable for all Assessments and Charges coming due while the Owner of a Unit, and such Owner and Owner's grantees or successors after a voluntary conveyance or other acquisition of title shall be jointly and severally liable for all unpaid Assessments and Charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any Common Elements or Condominium Property or by abandonment of the Unit for which the Assessments are due. Where a mortgagee holding a first mortgage of record obtains title to a Unit by foreclosure, such mortgagee and its successors and assigns shall be liable for such Unit's Assessments, Charges, or share of the Common Expenses as provided in the Florida Condominium Act (2017), as amended from time to time.

8.7 Liens for Assessments. The unpaid portion of an Assessment, including an accelerated Assessment which is due, together with all costs, interest, late fees, and reasonable attorneys' fees for collection, including appeals, shall be secured by a continuing lien upon the Unit.

8.8 Liens for Charges. Unpaid Charges due to the Association together with all costs, interest, late fees, and reasonable attorneys' fees shall be secured by a common law and contractual lien upon the Unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

8.9 Collection — Interest; Administrative Late Fee; Application of Payments. Assessments or Charges paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten days shall bear interest at the highest rate permitted by law from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of \$25 or 5% of each installment of the Assessment for which payment is late, or the maximum late fee permissible by law. The Association may also accelerate all Assessments or Charges which are accrued, but not yet due, in the manner provided by law. All payments upon account shall be first applied to interest, then the

late fee, then to any costs and reasonable attorneys' fee incurred, and then to the Assessment or Charge payment first due.

8.10 Collection — Suit. The Association, at its option, may enforce collection of delinquent Assessments or Charges by suit at law, by foreclosure of the lien securing the Assessments or Charges, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration or which have thereafter become due, plus interest thereon, and all costs incident to the collection and the proceedings, including reasonable attorneys' fees, incurred before trial, at trial, and on appeal. The Association may attach rental income for delinquent Units and may withhold approval for the sale, lease, or other transfer of a Unit, or any interest therein, until all past due Assessments or Charges, interest, late fees, costs, and attorneys' fees have been paid in full. The Association must deliver or mail by certified mail to the Unit Owner a written notice of its intention to foreclose the lien as provided by law.

8.11 Accounts. All sums collected from Assessments or Charges shall be credited to accounts from which shall be paid the expenses for which the respective Assessments or Charges are made.

8.12 Association Depository. The Board of Directors shall deposit Association funds in financial institutions authorized to do business in Florida and which carry FDIC insurance or equivalent private insurance such as insurance placed through the Society Investor Protection Corporation (SIPC). Alternatively, the Board of Directors may deposit funds with brokerage houses or institutions which are members of the National Association of Securities Dealers, Inc. and insured by SIPC or equivalent industry insurance. Principal of Association funds, whether reserves or operating funds, may not be placed at risk for investment purposes. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Board of Directors.

8.13 Commingling of Funds. All funds shall be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes (2017), as amended from time to time, nor any agent, employee, officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in Section 468.431, Florida Statutes (2017), as amended from time to time, nor with those of any other entity. Reserve funds and operating funds of the Association may be commingled for investment purposes, as provided by law.

8.14 Financial Reports. A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with Rule 61B-22, Florida Administrative Code (2017), as amended from time to time, and with Section 718.111(13), Florida Statutes (2017), as amended from time to time.

8.15 Fidelity Bonding. The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in Section 718.112(2)(j), Florida Statutes (2017), as amended from time to time, for each person (whether or not a Director) who controls or disburses Association funds, and the President, Secretary and Treasurer. The Association shall bear the cost of bonding. In the case of a licensed manager, the cost of bonding may be reimbursed by the Association as the parties may agree. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an additional insured under said policy.

9. PARLIAMENTARY RULES. Robert's Rules of Order (latest edition) shall be used as a guide in the conduct of Members' meetings, Board meetings, and committee meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted in accordance with these Bylaws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings unless he or the Board of Directors designates a third person, as Parliamentarian, shall be binding unless contrary to law.

10. BYLAW AMENDMENTS. Amendments to the Bylaws shall be adopted in the following manner:

10.1 Proposal of Amendments. An amendment may be proposed by either a majority of the Board of Directors or by twenty percent (20%) of the entire Voting Interests.

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

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

10.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by the affirmative vote of a majority of the Board of Directors and the affirmative vote, in person or by proxy, at a properly noticed meeting of not less than 30% of the entire Voting Interests. Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Association, upon Board approval, without need for Association membership vote.

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

10.6 Automatic Amendment. These Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium or the Articles of Incorporation. Whenever Chapter 718, Florida Statutes (2017) Chapter 617, Florida Statutes (2017), or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Owners, may adopt by majority vote, amendments to these Bylaws as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes (2017), or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

10.7. Proviso. No amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

11. DISPUTE RESOLUTION.

11.1 Mandatory Arbitration. If unresolved, disputes between the Board and Unit Owners as defined in Section 718.1255(1), Florida Statutes (2017), as amended from time to time, must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation, so long as the Condominium Act requires such arbitration.

11.2 Unit Owner Inquiries. When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within 30 days of receipt of said inquiry. The Board's response shall either give a substantive response to the inquirer, or notify the inquirer that legal advice has been requested, or notify the inquirer that advice has been requested from the Association's counsel or the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation ("the Division"). If the Board requests advice from the Division, the Board shall, within ten days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Association from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted by the Board of Directors, the Board shall only be obligated to respond to one inquiry per month pertinent to any particular Unit. In the event of a grievance of a Unit Owner against the Association, the Board of Directors, or a member thereof, written notice in detail of the grievance shall be given

the Directors prior to the institution of litigation, (including but not limited to arbitration) and they shall be allowed a period of 30 days in which to resolve the grievance.

11.3 Other Remedies. Nothing herein shall preclude the Association from pursuing any remedy for the violation of the Condominium Documents or disputes with a Unit Owner or other party as may be available to the Association under the laws of the State of Florida or the Condominium Documents.

12. MISCELLANEOUS. The following miscellaneous provisions shall apply to these Bylaws and the Condominium Documents.

12.1 Conflicts. The term "Condominium Documents," as used in these Bylaws and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, these Bylaws, the Rules and Regulations of the Association, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration of Condominium. In the event of a conflict between the language in the Declaration of Condominium and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between languages in any of the other Condominium Documents, the following priorities shall control:

1. Declaration of Condominium;
2. Articles of Incorporation;
3. Bylaws; and
4. Rules and Regulations.

12.2 Gender. The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

12.3 Severability. In the event that any provision of these Bylaws is deemed invalid, the remaining provisions shall be deemed in full force and effect.

ACTIVE: P21204/359914;9375018_1

**2017 AMENDED AND RESTATED
ARTICLES OF INCORPORATION
of
PAR FOUR AT CAPRI
CONDOMINIUM ASSOCIATION, INC.**

*****SUBSTANTIAL REWORDING OF ARTICLES***
SEE CURRENT ARTICLES OF INCORPORATION FOR CURRENT TEXT**

These are the 2017 Amended and Restated Articles of Incorporation for Par Four at Capri Condominium Association, Inc. originally filed with the Florida Department of State on July 1, 1985, under Charter Number N10016.

**ARTICLE I
NAME OF CORPORATION**

The name of this corporation is PAR FOUR AT CAPRI CONDOMINIUM ASSOCIATION, INC., (hereinafter referred to as "the Association"). For convenience, the corporation shall be referred to in this instrument as the "Association."

**ARTICLE II
PURPOSE**

The purpose for which the Association is organized is to provide an entity for the operation and management of the affairs and property of the Condominium known as PAR FOUR, A CONDOMINIUM, located in the City of Venice, County of Sarasota Florida, in accordance with the Declaration of Condominium and the Florida Condominium Act, Chapter 718, Florida Statutes ("Condominium Act"), as the same may be amended from time to time.

**ARTICLE III
POWERS AND DUTIES**

The Association shall have all of the powers and duties described in the Condominium Act and statutory powers of a Florida corporation not for profit and the powers specifically identified in the Declaration and Bylaws, all as the same may be amended from time to time.

**ARTICLE IV
MEMBERS**

All persons or other entities owning a vested present interest in the fee title to any of the Condominium Units in the Association as evidenced by a duly recorded proper instrument in the Public Records of Sarasota County, Florida, shall be members and after termination of the

Condominium shall consist of those who were members at the time of the termination and their successors and assigns. Membership shall terminate automatically and immediately as a member's vested interest in the fee title terminates.

After the Association approves of a conveyance of a Condominium Unit as provided in the Declaration of Condominium, the change of membership in the Association shall be evidenced in the Association records by delivery to the Secretary of a certified copy of a deed or other instrument of conveyance.

ARTICLE V VOTING RIGHTS

Each Condominium Unit shall be entitled to one (1) 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. Such vote shall be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

ARTICLE VI INCOME DISTRIBUTION

No part of the income of this corporation shall be distributable to its members, except as compensation for services rendered.

ARTICLE VII EXISTENCE

This corporation shall exist perpetually unless dissolved according to law.

ARTICLE VIII REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the corporation shall be at 537 Sanctuary Drive, Longboat Key, Florida, and the registered agent of the corporation shall be as determined by the Board of Directors from time to time.

ARTICLE IX NUMBER OF DIRECTORS

The business of the corporation shall be conducted by a Board of Directors which shall consist of not less than three (3) or more than five (5) persons, as determined by the Board of Directors in accordance with the Bylaws.

ARTICLE X OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers.

ARTICLE XI 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 threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent 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 interests 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.

B. **Expenses.** To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraph A above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's 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, employee or agent 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 XI.

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

by-law, 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, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, 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.

F. **Amendment.** Anything to the contrary herein notwithstanding, the provisions of this Article XI may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE XII BYLAWS

The first bylaws of the Association shall be adopted by the Board of Directors and may thereafter be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE XIII SUBSCRIBERS

The names and street addresses of the subscribers to these 2017 Amended and Restated Articles of Incorporation are as follows:

NAME	OFFICE	ADDRESS
1. Francis J. Miller	Director	899 Woodbridge Drive Venice, FL 34293
2. Barbara Dunderdale	President & Director	899 Woodbridge Drive Venice, FL 34293
3. George Skivington	Treasurer & Director	899 Woodbridge Drive Venice, FL 34293
4. Karen Dron	Director	899 Woodbridge Drive Venice, FL 34293

ARTICLE XIV AMENDMENTS

The corporation reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation with the written approval of 30% of the entire

Voting Interests.

14.1 **Effective Date.** An amendment when adopted shall become effective after being recorded in the Sarasota County Public Records according to law and filed with the Secretary of State according to law.

14.2 **Automatic Amendment.** These Articles shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declarations. Whenever the Act, Chapter 617, Florida Statutes or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Articles, the Board may operate the Association pursuant to the less stringent requirements without the need to change these Articles. The Board of Directors, without a vote of the Members, may also adopt by majority vote, amendments to these Articles of Incorporation as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

14.3 **Proviso.** No amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

ARTICLE XV INDEMNIFICATION.

15.1 **Indemnity.** The Association shall indemnify any Officer, Director, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, 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 proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or 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 (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding 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 failed to 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 of

the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee Members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

15.2 **Defense.** 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 in Section 15.1 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.

15.3 **Advances.** Reasonable 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 proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee Member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 15. However, if the Board, by majority vote, determines that the person seeking advancement did not act in good faith or 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, the Association shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.

15.4 **Miscellaneous.** The indemnification provided by this Article 15 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, or Committee Member and shall inure to the benefit of the heirs and personal representatives of such person.

15.5 **Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, 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 duty to indemnify him against such liability under the provisions of this Article.