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

2011044000

CERTIFICATE OF AMENDMENT REFLECTING THE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM, AMENDED AND RESTATED ARTICLES OF INCORPORATION AND AMENDED AND RESTATED BYLAWS OF PAPILLON CONDOMINIUM ASSOCIATION, INC.

The undersigned officers of Papillon Condominium Association, Inc., a not for profit Florida corporation organized and existing to operate and govern Villas of Papillon, according to the original Declaration of Condominium, thereof as recorded in the public records of Sarasota County in O.R. Book 1335, Pages 1243, et seq. and all amendments thereto, hereby certify that:

1. The Amended and Restated Declaration of Condominium, replacing the original Declaration and later adopted amendments, were approved by the procedure provided for in the governing documents at a membership meeting held on March 17, 2011.

2. The Legal Description, as previously referenced and recorded with the original Declaration of Condominium is attached hereto as Exhibit "A" to the Amended and Restated Declaration of Condominium.

3. The Amended and Restated Articles of Incorporation, replacing the original Articles of Incorporation and later adopted amendments, were approved by the procedure provided for in the governing documents at a membership meeting held on March 17, 2011 and are attached hereto as Exhibit "B" to the Amended and Restated Declaration of Condominium.

4. The Amended and Restated Bylaws, replacing the original Bylaws and later adopted amendments were approved by the procedure provided for in the governing documents at a membership meeting held on March 17, 2011 and are attached hereto as Exhibit "C" to the Amended and Restated Declaration of Condominium.

PAPILLON CONDOMINIUM
ASSOCIATION, INC.

By: _____
Barbara O'Brien, President

ATTEST: Arline Hogan
Arline Hogan, Secretary

Jean M. Devine
Witness Signature

JEAN M. DEVINE
Printed Name

John B. Davis
Witness Signature

JOHN B. DAVIS
Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 7th day of April 2011 by Barbara O'Brien, as President and Arline Hogan, as Secretary of PAPILLON CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced FL DL / personally known as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Millard G. Laney III
Notary Public
Printed Name Millard G. Laney III
State of Florida, County of Sarasota
My Commission Expires Jan 26, 2015

ACTIVE: 3293077_1

MILLARD G. LANEY III
Notary Public - State of Florida
My Comm. Expires Jan 26, 2015
Commission # EE 59060
Bonded Through National Notary Assn.

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
FOR
VILLAS OF PAPILLON, A CONDOMINIUM, INC.

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PROPOSED AMENDED AND RESTATED

DECLARATION OF CONDOMINIUM

OF

VILLAS OF PAPILLON, A CONDOMINIUM

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

RECITALS:

WHEREAS, In a Declaration of Condominium recorded at O.R. Book 1335, Pages 1243, et seq. of the Sarasota County Public Records (hereafter the "Original Declaration"), the Condominium Developer submitted to condominium ownership pursuant to Chapter 718, Florida Statutes (known as the Condominium Act) that property situated in Sarasota County, Florida, more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Condominium Property is further described at Condominium Plat Book 13, Page 20-20F of Sarasota County Public Records, which is also incorporated hereto and made a part hereof; and

WHEREAS, the submission of the land to the condominium form of ownership by that document is and will remain effective. By adoption of this Amended and Restated Declaration of Condominium, the Association members hereby adopt certain amendments to the Original Declaration and hereby restate the Original Declaration and its Exhibits in its entirety. By adoption of this Amended and Restated Declaration of Condominium, the members of the Association ratify governance of the property described above under the condominium form of ownership and the provisions of the Condominium Act.

NOW THEREFORE, Papillon Condominium Association, Inc. hereby amends and restates the Declaration of Condominium and resubmits all of the lands and improvements therein to the covenants, conditions, restrictions and easements contained in this Amended and Restated Declaration of Condominium and to the Condominium form of ownership in accordance with Chapter 718, Florida Statutes (2010), as the same now exists or may be renumbered or amended from time to time. This Amended and Restated Declaration ("Declaration") supersedes and replaces the original Declaration of Condominium. The original Declaration will still remain in effect for the purpose of legally describing the individual Condominium Parcels and for any other purpose necessary or appropriate by law.

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, Florida Statutes, 2010), as it now exists or as it may be amended from time to time, including the definitions therein contained.

1.2 "Articles" means Articles of Incorporation as attached hereto as Exhibit "B."

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

1.4 "**Association**" means PAPILLON CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit Corporation, the entity responsible for the operation of the Condominium.

1.5 **"Association Property"** means all real property owned by the Association for the use and benefit of the Unit Owners.

1.6 **"Board of Directors" or "Board" or "Directors"** means the representative body which is responsible for the administration of the Association's affairs, and which is the same body that is sometimes referred to in the Condominium Act as the "Board of Administration." Each Director must be a Unit Owner, the spouse of a Unit Owner or the settler, grantor, or beneficiary of a trust described in Section 733.707, Florida Statutes (2010), which owns a Unit, or the spouse of such party.

1.7 **"Building"** means the structure or structures in which the Units are located, regardless of the number thereof.

1.8 **"Bylaws"** mean the Bylaws of the Association as attached hereto as Exhibit "C."

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

1.10 "**Common Elements**" mean and include:

.1 The portions of the Condominium Property not included within the Units.

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

.3 An easement of support in every portion of a Unit that contributes to the support of the Building, including but not limited to all load bearing interior walls within the Units.

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

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

1.11 "**Common Expenses**" means those expenses for which Unit Owners are liable to the Association, including (but not limited to) expenses of administration, maintenance and operation of the Association; repair and replacement of Common Elements; and such other expenses as may be declared common expenses either by this Declaration, the Articles of Incorporation, the Bylaws or by the Association. Common Expenses also include items such as cost of premiums for hazard and public liability insurance; lawn service; utility bills; pool service;

janitor service; accounting and legal fees; wages and fees for managerial and other services; and reasonable and adequate reserves, all as may be required in the maintenance and management of this Condominium. If applicable, the expenses of bulk cable or master (satellite) antenna television, and bulk interior pest control, is specifically considered a common expense, if so designated by the Board.

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

1.13 **"Condominium Documents"** means this Amended and Restated Declaration; the exhibits attached to the Original Declaration, Articles of Incorporation of Papillon Condominium Association, Inc. attached hereto as Exhibit "B"; the Bylaws attached hereto as Exhibit "C"; and any Rules and Regulations promulgated by the Board of Directors.

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

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

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

1.17 **"Declaration" or "Declaration of Condominium"** means this Amended and Restated Declaration as it may be amended from time to time.

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

.1 One natural person, his/her spouse, if any, and their custodial children, if any.

.2 Not more than two 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 is intended to distinguish between an individual and a corporation or other artificial entity. "Family Member" is a person who resides in a Unit as part of the Owner's Family, but is not a title holder.

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

1.20 **"Guest"** is defined as a person who enters upon the Condominium Property at the invitation of a Unit Owner or tenant, (or their respective families) for the purpose of visiting

the Unit Owner or tenant (or their respective families), occupying the Condominium Unit (or utilizing the Condominium Property for less than thirty (30) days during any calendar year.

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

1.22 "Invitee" a person or persons allowed entry for the purpose of conducting business with a Unit's occupant, or otherwise entering the Condominium Property on a temporary, non-overnight basis at the express or implied consent of the Unit Owner.

1.23 "Lease" means the grant by a Unit Owner of a right of use of the Owner's Unit for an overnight basis exceeding 30 days in a calendar year.

1.24 "Limited Common Elements" means those common elements defined herein which are reserved for the exclusive use of one or more units but not for all units.

1.25 "Limited Common Expense" means those expenses affiliated with the maintenance, repair, replacement, or reconstruction after casualty of a Limited Common Element, the costs of which are assessed only against the benefiting Unit Owner(s), as authorized by Section 718.113(1) of the Act, and if so provided in this Declaration.

1.26 "Master Association" means the master planned development referred to as the "Meadows." All unit owners of the Association are members of the Master Association and are subject to the Declaration of Maintenance Covenants and Restrictions on the Commons for the Meadows as originally recorded at O.R. Book 1113, Pages 715-759 of the Sarasota Public Records, and all amendments thereto.

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

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

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

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

1.31 "Voting Interest" means and refers to the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to one vote in the Association matters. There are 82 Units, so the total number of voting interests is 82.

2. STATEMENT OF CONDOMINIUM DECLARATION. Papillon Condominium Association, Inc. submitted the property described in Exhibit "A" to the Original Declaration to the condominium ownership in accordance with Florida Statutes.

3. CONDOMINIUM NAME. The name by which this condominium is identified is "Villas of Papillon, a Condominium."

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

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

6. VOTING RIGHTS; OWNERSHIP OF COMMON ELEMENTS. The voting rights of the Owner of each Unit shall be 1/82nd (one voting interest per Unit). The sharing of Common Expenses and ownership of Common Elements and Common Surplus shall be on a 1/82nd basis.

7. COMMON ELEMENTS; EASEMENTS.

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

.1 The Land.

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

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

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

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

.6 All parking areas, driveways and other means of ingress and egress.

7.2 Easements. Each of the following easements and easement rights is reserved through the Condominium Property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provision of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium, unless released by all record title holders, lien holders of record and beneficiaries of such easement. None of these easements may be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of the Unit Owners with respect to such easements.

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

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

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

7.3 Restraint upon Separation and Partition. The undivided share of ownership in the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or separated apart from the Unit. As long as the Condominium exists, the Common Elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned by a Unit Owner, pledged or transferred except as an appurtenance to the Units.

8. CONDOMINIUM UNITS AND APPURTENANCES. Condominium Units are those cubicles of space, and all improvements constructed therein identified and described in the Surveyor's Plat attached to the Original Declaration as Exhibit "A."

8.1 Unit Boundaries: The boundaries of the Condominium Units are as follows:

.1 **Upper Boundaries:** The upper boundary of the unit shall be the plane of the lower surface of the unfinished horizontal ceiling beams.

.2 **Lower Boundaries:** The lower boundaries of the units are the planes of the unfinished concrete slabs serving as the unit floors.

.3 **Perimetrical Boundaries:** The perimetrical boundaries of the Units are the planes of the unfinished interior surface of the concrete block walls extended vertically upward from the exterior edges of the patio slab.

.4 **Lanais:** Lanais are part of the Unit.

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

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

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

.2 Easements. For the benefit of the Unit.

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

.4 Guest Parking Spaces (for Private Passenger Automobile Only).

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

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

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

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

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

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

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

9.1 By the Association. Except as may be otherwise provided by the terms hereof, the Association shall maintain, repair and replace as part of the common expenses all of the common elements and limited common elements as defined herein. The Association's maintenance responsibilities include the following:

.1 The Association shall maintain, repair and replace all mechanical and ventilating equipment serving the common elements.

.2 The Association shall maintain (paint and clean), the exterior surfaces of the exterior condominium Unit entrance doors, storage doors, decorative shutters (which are not hurricane shutters).

.3 Lanai screens and lanai screen doors and framing.

.4 The Association shall maintain all landscaping on the Common Elements and Limited Common Elements, including easements and right of ways.

.5 All exposed exterior Building walls, concrete slabs; structural supports and posts, including painting, waterproofing, and caulking.

.6 Maintenance, repair and replacement of all roofs.

.7 Lights in the garden areas and wall lights on the garages.

.8 All concrete walls separating the unit owners' exterior garden.

9.2 Incidental Damage. All incidental damage caused to a Unit or limited common elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense. However, the Association shall not be responsible for damage to any alteration, improvement or addition to the common elements or the Unit made by a Unit Owner or his predecessor in title.

9.3 By the Unit Owners. Each Unit owner shall maintain, repair and replace everything within the confines of his Unit which is not part of the common elements, including but not limited to the items set forth below, and shall maintain, repair and replace the following designated portions of limited common elements appurtenant to the Unit:

.1 All interior surfaces of all doors, walls, floors and ceilings (paint, wallpaper and decorations);

.2 all built-in shelves, cabinets, counters, storage areas, and closets;

.3 all refrigerators, stoves, vent fans, ovens, disposals, compactors, dishwashers and other kitchen equipment, washer and dryer, water heater, and all bathroom fixtures, equipment and apparatus;

.4 all electrical, plumbing, telephone, television and communication fixtures, apparatus, equipment, outlets, switches, light bulbs, electrical wiring, water pipes and conduits within the Unit;

.5 all mechanical, ventilating, heating and air conditioning equipment, air conditioning units and drain lines, wherever located;

.6 All interior doors, walls, partitions, and room dividers, all drywall within the Unit, the finishes thereof (including trim), and the structural framing related thereto, including studs and insulation.

.7 All furniture, furnishing and personal property contained within the Unit or the limited common elements serving only that Unit;

.8 all front door screens, windows, window glass, window screens and window framing and casings, sliding glass doors, assemblies and tracks, door and window hardware and locks, and lanai glass;

.9 The circuit breaker panel and all electrical wiring going into the Unit from the panel;

.10 The main water supply shut-off valve for the Unit;

.11 All water and waste lines between the Unit and the main distribution line;

.12 Other facilities or fixtures which are located or contained entirely within the Unit and serve only the Unit and;

.13 All glass enclosed lanais;

.14 Hot water heaters;

.15 Exterior garage doors, including all related mechanical and electrical hardware;

.16 Unit Owners must promptly notify the Association of any damages to the common elements or other items for which the Association has the obligation to maintain.

9.4 Additional Unit Owner Obligations. In connection with his/her maintenance, repair and replacement obligations, 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:

.1 Changes or alterations to the physical appearance of the Condominium Property visible from any exterior vantage;

.2 Excavation;

.3 Access to Building roofs;

.4 Removal, modification or relocation of any interior partitions or walls, whether load-bearing or not;

.5 Relocation of cabinets or appliances;

.6 Relocation of utility plumbing or electrical lines or fixtures;

.7 The use of heavy or noisy equipment;

.8 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.

9.5 Approval Criteria. The Association may condition such approval on criteria as the Board deems reasonable, including but not limited to:

.1 Preservation of uniformity of appearance;

.2 Use of licensed and insured contractors;

.3 Right (but not the obligation) of oversight by the Association or its agent;

.4 The Unit Owner submitting plans as to the scope of the contemplated repair;

.5 Restrictions as to hours of work;

.6 Imposition of time limits in which jobs must be completed and prohibitions against major renovations during certain times of year.

.7 Restrictions regarding equipment that may be parked or stored on or near the Condominium Property during construction.

.8 Restrictions regarding the transport and storage of materials and supplies necessary for the construction to be performed.

9.6 Association as Agent. Nothing shall preclude the Association from acting as the Owner's agent and obtaining the services of Contractors to perform Unit Owner maintenance responsibilities, provided that the Association and the Owner so agree, or when necessary (as determined by the Board) to facilitate projects involving the Association's maintenance of the Condominium Property, and provided that the Owner is deemed to consent to reimbursement of expenses incurred, secured by such rights as exist for collecting Common Expenses under these Condominium Documents i.e., a lien for Charges. Unit Owners shall at all times be responsible to ensure, whether or not Association approval is required for work being done within the Unit, that all Contractors and other persons performing services for the Unit or Owner are properly licensed and insured, including required Worker's Compensation insurance. The Unit Owner shall hold the Association harmless from any claim of any nature arising out of failure to comply with this requirement.

9.7 Lanais. Lanais are designated as part of the Unit. The Unit Owner who has the right to the exclusive use of said lanai is responsible for the maintenance, care and preservation of:

.1 Lanai floor coverings (the Board may prohibit certain types of floor coverings or require the removal of existing coverings when necessary for the structural preservation of the Building);

.2 Ceiling fans;

.3 Replacement of light bulbs.

9.8 Alterations by Unit Owners. No Owner may make or permit the making of any modifications or alterations to any portion of his/her Unit visible from the exterior, or in any manner change the appearance of any portion of the condominium visible from the exterior, or make any structural change within the Unit interior without first obtaining the written consent of the Board of Directors, which consent shall be denied if the Board determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the condominium in part or whole. "Structural" alterations include, but are not limited to: relocation of existing electrical, plumbing, air conditioning or heating installations; relocation of existing Fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges; the removal or modification of any partition (if load bearing), door, window or screen; raising ceilings; or relocating kitchen or bathroom cabinetry. For purposes of this provision, the term "structural" shall also include the addition, removal, or relocation of any plumbing line or fixture, any electrical line or fixture, or the removal or creation of any interior partition if load bearing or visible from the exterior. Replacement of cabinetry, appliances, Fixtures, etc., with substantially equivalent installations, in the same location, shall not be deemed "structural" and shall not require approval of the Association, unless a building or other permit is required. Further, "structural" work shall include any and all work that requires a Building permit, an electrical permit, a plumbing permit, a mechanical permit, or similar permits from the appropriate governmental agency, whether or not mentioned above. The Board may, in appropriate circumstances, require sealed plans from an Architect or Professional Engineer licensed to practice in Florida as a condition of reviewing any requested structural modification, alteration or addition to the Condominium Property.

9.9 Additional Unit Owner Responsibility for Alterations and Additions. If a Unit Owner makes, or has made any modifications, installations, or additions to the interior or exterior of the Unit, Common Elements, or Limited Common Elements, the Unit Owner (and his/her heirs, successors in title and assigns) shall be financially responsible for the insurance, maintenance, care, and preservation of the modifications, installations or additions and shall execute such documents as the Association may promulgate accepting said financial responsibility. Any modification, alteration, or addition to the Condominium Property made by a Unit Owner may be required to be removed in connection with the Association's maintenance of the Condominium Property. In such cases, the Unit Owner who installed the alteration, addition, or improvement (and/or their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or re-installation of the item, with said obligation being secured by a right of lien for Charges of equal dignity to the common expense lien created by this Declaration, or alternatively, said Owner may be required to remove and reinstall said additions, if so determined by the Board of Directors. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent.

9.10 Alterations by Association. There shall be no material alterations or substantial additions to the Common Elements or association real property by the Association, except as authorized by the Board of Directors. Provided, however, that if any such alterations or additions require or obligate the expenditure of Association funds of more than five percent (5%) of the Association's budget for the fiscal year in which the work is authorized, including reserves, the Board shall obtain the approval of 75% of the voting interests present (in person or by proxy) and voting at an Association meeting. Necessary maintenance of the Common Elements or Association Property, regardless of the level of expenditure, is not a material alteration and is the responsibility of the Board of Directors

9.11 Enforcement of Maintenance. If, after reasonable notice, the Owner of a Unit fails to maintain the Unit or other portions of the Condominium Property as required above, the Association shall have, without waiver of other remedies, the right to enter the Owner's Unit or Limited Common Element and perform or cause performance of the necessary work, and/or institute legal proceedings at law or in equity to enforce compliance, and/or to take any and all other lawful actions to remedy such violation, in which event the Unit Owner shall be charged for the costs of such activities (including attorney's fees incurred by the Association) by the Association which shall be secured by a lien for Charges.

9.12 Negligence Damage Caused by Condition of Unit. Each Unit Owner shall be liable to the Association and/or other Unit Owners for the expenses of any maintenance, repair or replacement of the Condominium Property, made necessary by his/her intentional act or negligence, or by that of any member of his/her Family or his/her or their guests, invitees, employees, agents, or lessees. If any condition, defect or malfunction existing within a Unit or Limited Common Elements which the Unit Owner is obligated to maintain, if caused by the Owner's negligence or failure to comply with the Condominium Documents or applicable law, shall cause damage to the Common Elements, Association Property, or to other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance (including the deductible) and without waiver of any insurer's subrogation rights. If one or more of the Units involved is not occupied at the time a damage incident is discovered, the Association may enter the Unit(s) without prior notice to the Owner(s) and take reasonable action to mitigate damage or prevent its spread, at the Unit Owner's expense. The Association may, but is not obligated to; repair the damage without the prior consent of the Owner, in the event of an emergency, and the Owner shall be responsible for reimbursement of the Association, with the cost being secured by a lien for Charges. Unit Owners are required to shut off the main water valve when the Unit will be unoccupied for periods in excess of 72 hours. Failure to do so will create a presumption of negligence.

9.13 Combination of Units. Two contiguous Units may, subject to the prior written approval of the Board of Directors, be combined in to a single living space. The Board may disapprove such request, based upon its discretion, and upon a finding that the proposed combination of Units is not in the best interests of the Association. The Owner (and his/her successor in title) shall be required to indemnify and hold the Association and Unit Owners harmless for any claim of any nature arising from the combination or reconfiguration of the Unit. Should the Board, in its discretion, determine that the Association must retain independent professionals to review the request, including but not limited to engineers, architects, or attorneys, the Association may also condition approval of the requesting Unit Owner's agreement to reimburse the Association for said fees and expenses. Units which have been combined shall, after combination, be used only as a "single family" residence (including rental rights), and may not be used as two living quarters. Units which have been combined shall constitute two units for purposes of sharing common expense, ownership of Common Elements, and voting rights. If units which have been combined are sold, they shall be sold as a single living quarters, unless specifically approved in writing by the Board to the contrary.

10. ASSESSMENTS AND CHARGES. Assessments against Owners shall be made by the Board of Directors of the Association, in the manner provided in the Bylaws and as follows, and shall be borne by the Unit Owners on the same basis as their percentage of ownership of the entire condominium as set forth in Article 6.

10.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while

he/she is the Unit Owner. The grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his/her share of the Common Expenses including attorney's fees and other costs of collection incurred by the Association up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made.

10.2 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall incur a late fee and bear interest in an amount as determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law. The Board may accelerate unpaid Assessments in the manner prescribed by law. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such parcel, with interest, late Charges and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The Association may also accelerate all Assessments or Charges which are accrued, but not yet due, in the manner provided by law. The 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 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 in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien.

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

10.4 Appointment of Receiver to Collect Rental. Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws, or applicable law, the Association shall have the following options when payment of Assessments is in default (more than thirty (30) days in arrears). The Association may, without order of the court, direct rental income (by written notice to the tenant with copy to Owner) from Units in default to be paid directly to the Association until all outstanding Assessments, interest, costs and attorney's fees and receiver's fees if applicable are satisfied.

10.5 First Mortgagee. The priority of the Association's lien and the obligation for payment of past due Assessments in relation to first mortgagees who obtain title as a result of

foreclosure or deed in lieu of foreclosure, shall be determined by the Florida Condominium Act, Chapter 718, Florida Statutes (2010), as amended from time to time.

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

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

10.8 Lien for Charges. There is hereby created a common law and contractual lien to secure any service which the Association provides for an individual member and which is not otherwise secured by the statutory lien for Common Expenses created herein. By way of example, but not limitation, a lien for Charges exists to secure repayment to the Association when it must remove or reinstall Unit Owner alterations or items of Unit Owner maintenance responsibility in connection with the Association's discharge of its Common Element maintenance responsibilities, or address emergency situations, such as water extraction from a Unit. The lien for Charges shall be of equal priority to, shall be secured as to interest, late fees and attorney's fees and the like, and shall be foreclosed in the same manner as the common expense lien.

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

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

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

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

11.4 Delegation. The power to enter into contracts with others, for valuable consideration, for maintenance and management of the Condominium Property and in connection therewith, or to its officers and agents, to delegate the powers and rights herein contained, including, without limitation, the making and collecting of Assessments and other Charges against Unit Owners, and recording claims of liens for non-payment thereof.

11.5 Regulations. The power to adopt and amend Rules and Regulations covering the details of the operation of the Association and use of the Condominium Property.

11.6 Acquisition or Transfer of Real Property; Leasing Common Elements and Association Property. The power to acquire or transfer real property or otherwise convey and mortgage real property for the use and benefit of its members with the same approval of Unit Owners as needed to amend the Declaration. No Unit Owner approval shall be required to purchase (or mortgage) a Unit through foreclosure, deed in lieu of foreclosure, or in connection with the Association's right of first refusal set forth in Article 10.6 hereof. Leasing of Units, Common Elements or Association Property may be approved by the Board of Directors, as well as the lease fees, use fees, and other fees permitted by the Act or the Condominium Documents.

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

11.8 Fees for Use of Common Elements. Pursuant to Section 718.111(4), Florida Statutes (2010), as amended from time to time, the Board of Directors shall have the authority to set use fees for private use of Common Elements or Association Property, as well as the regulations and policies pertaining to such use.

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

11.10 Limitation upon Liability of Association. Other than the duty to maintain and repair parts of the Condominium Property, the Association is not liable to Unit Owners or any other person for injury or damage, other than for the cost of maintenance and repair of items for which the Association is otherwise responsible, caused by any latent or unknown condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any alterations or improvements done by or on behalf of any Unit Owners, regardless of whether or not same shall have been approved by the Association pursuant to the provisions hereof.

Notwithstanding anything contained herein or in the Condominium Documents or any other document governing or binding the Association, the Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Condominium Property, including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or

subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

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

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

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

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

As used in this section, "Association" shall include within its meaning all of the Association's Directors, officers, committee members, and employees.

11.11 Disclaimer, Waiver and Release of Claims Regarding Mold and Mildew. Mold occurs naturally in almost all indoor environments. Mold spores may also enter a condominium through open doorways, windows or a variety of other sources. The Unit Owner acknowledges that the Condominium is located in a hot, humid climate ("Florida Environment"), which is conducive to the growth of mold and/or mildew. Mold and/or mildew may be present during or after construction in the indoor air and/or on the interior surfaces of the Unit, including, but not limited to, wall cavities, windows, and/or on the exterior surfaces of the Unit or any part thereof.

.1 What the Unit Owner Can Do. The Unit Owner can take positive steps to reduce and/or eliminate the occurrence of mold growth in and around the Unit and thereby minimize the possibility of adverse effects that may be caused by mold. The following suggestions have been compiled from the recommendations of the U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the American Lung Association, and the National Association of Home Builders, among others but they are not meant to be all-inclusive.

a. Before bringing items into the Unit, check for signs of mold. Potted plants (roots and soil), furnishings, stored clothing and bedding material as well as many other household goods could already contain mold which can then be spread to other areas of the Unit.

b. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.

c. Keep the humidity in the Unit low. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, and/or by running air conditioning equipment to remove excess moisture in the air and to facilitate evaporation of water from wet surfaces.

d. Raise the temperature in areas where moisture condenses on surfaces, and open doors between rooms to increase air circulation in the Unit including doors to closets.

e. Have major appliances (e.g. furnaces, heat pumps, central air conditioners, ventilation systems, and humidifiers) inspected, cleaned and serviced regularly by a qualified professional,

f. Clean and dry refrigerator, air-conditioner and dehumidifier drip pans and filters regularly and are certain that refrigerator and freezer doors seal properly.

g. Inspect for condensation and leaks in and around the Unit on a regular basis. Look for discolorations or wet spots. Take notice of musty odors and any visible signs of mold.

h. Fix leaky plumbing and leaks in the exterior and interior surfaces of the Unit and all other sources of moisture problems immediately.

i. Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry wet surfaces and materials. Do not let water pool or stand in the Unit. Promptly replace materials that cannot be thoroughly dried such as drywall or insulation.

j. Do not let water pool or stand. If standing or excessive water is found, remove or seek professional help to remove it.

k. Perform routine visual inspections. Respond promptly upon seeing signs of moisture or mold. Thoroughly clean the affected area with a mild solution of bleach after first testing to determine if the affected material or surface is color safe. After cleaning, dry the affected surfaces completely. Porous materials such as fabric, upholstery or carpet should be discarded. Should the mold growth be severe, qualified trained professionals may be needed to assist in the remediation effort.

l. Regularly maintain the Unit. For example regularly caulk the windows, faucets, drains, tub and showers.

The Association is not responsible for the prevention of mold and/or mildew or any damages, including, but not limited to any special or consequential damages, property damages, personal injury, loss of income, emotional distress, death, loss of use, loss of income diminution or loss of value of the Unit, economic damages, and adverse health effects relating to, arising from or caused by mold and/or mildew accumulation regardless of the cause of said mold/or mildew. EACH UNIT OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND

SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES LOSSES AND EXPENSES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR UNFORESEEN, THAT PURCHASER HAS, OR MAY HAVE IN THE FUTURE, IN LAW OR IN EQUITY ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH, RELEASE, DISCHARGE, DISPERSAL OR PRESENCE OF MOLD AND/OR MILDEW OR ANY CHEMICAL OR TOXIN SECRETED THEREFROM.

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

12. INSURANCE. The Association, through its Board of Directors, and the Unit Owners must obtain and maintain insurance as follows:

12.1 Authority to Purchase Insurance. The Association is authorized to purchase insurance policies for the benefit of the Association, the Unit Owners and their mortgagees as their respective interests may appear.

12.2 Coverage.

12.2.1 Casualty. Except as otherwise provided herein, the Association shall obtain and maintain fire, wind, general casualty and extended coverage insurance with a responsible insurance company upon all of the Insurable Improvements of the entire Condominium, including Association Property, the Common Elements, the Units, and the personal property of the Association, for the full replacement cost thereof, including coverage for changes in building codes, if reasonably available and determined commercially practicable by the Board, and less a commercially reasonable deductible as determined by the Board, provided the Board may exclude landscaping and exterior improvements not customarily insured by condominium associations in the locality, and foundation and excavation costs, in its discretion. The Association shall insure air conditioning and heating equipment (HVAC) if required by the Act. The Association shall determine the full replacement value of the insurable improvements through an independent appraisal, at least every 36 months, so long as required by the Act. The Board shall establish the deductible annually, at a duly noticed meeting of the Board, and shall give notice of such meeting, and determine the deductible, as required by the Act. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be reasonably available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11), Florida Statutes (2010), as amended from time to time. The Association must hold the original insurance policy and, upon request, furnish mortgagees a mortgage endorsement covering the mortgagees' respective interests.

The word "Building" or "Insurable Improvement" in every hazard policy issued to protect a Condominium building does not include: personal property in the Unit or Limited Common Elements; Unit floor, wall, or ceiling coverings; Unit or lanai 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 are also responsible to insure all alterations, modifications, upgrades 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 Association Property and insuring the Association and the Unit Owners as their interest may appear in such amount as the Board of Directors may deem appropriate. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The Unit Owners shall have no personal liability upon such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Unit Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each Unit Owner will be responsible for procuring and maintaining liability insurance covering losses which may occur in and about the Owner's Unit, and such other insurance as the Owner may deem appropriate.

12.2.3 Worker's Compensation. Such worker's compensation coverage as may be required by law, or deemed advisable by the Board.

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

12.3 Deductible and Other Insurance Features. The Board of Directors shall establish the amount of the deductible under the insurance policies, and other features, as they deem desirable and financially expedient, in the exercise of their business judgment.

12.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

12.5 Insurance Shares or Proceeds. The Association will receive any and all insurance proceeds covering property losses from its insurance policies and all policies and endorsements thereon shall be deposited with the Association. The Association will receive such proceeds as are paid 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 Common Elements. Proceeds On Account Of Damage To Common Elements: An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Expenses appurtenant to the Unit.

12.5.2 Unit. Proceeds On Account Of Damage to Units Shall Be Held In the Following Undivided Shares:

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

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

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

12.5.3 Mortgages. In the event a Unit has a mortgage endorsement, the share of that Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property will 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, except those proceeds paid to the Unit Owner and mortgagee, pursuant to the provisions of this Declaration.

12.6 Distribution of Proceeds. The Association will distribute any insurance proceeds it receives as follows:

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

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 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 Insurance by Unit Owners. Unit Owners are required to purchase and maintain adequate insurance coverage as follows: Title insurance is optional, and is the sole responsibility of the Unit Owner. Flood insurance, excess to the Association's coverage is optional. Unit Owners are required to carry basic hazard and liability insurance. Such insurance must include liability coverage of at least $300,000.00 for injury to persons or property occurring within the Unit, the Limited Common Elements, or claims involving the Unit Owner's Family members, Tenants, Guests, Invitees and Unit Occupants. Unit Owners must also obtain and maintain hazard insurance (commonly known as "HO-6" insurance, or similar product), in amounts deemed sufficient by the Board (which may establish additional and supplemental

individual Unit Owner's insurance obligations from time to time through the Rules and Regulations) to provide for the Unit Owner's having adequate insurance to rebuild the interior of the Condominium premises, and any other items the Owner is obligated to reconstruct after casualty in the event of a casualty loss. If required by the Act, Owners must also carry at least $2,000.00 in "Loss Assessment" coverage. If so provided in the Act, every hazard insurance policy issued or renewed on or after January 1, 2009, must contain a provision stating that the coverage afforded by such policy is excess coverage over the amount recoverable under any other policy covering the same property. The Board may require that Unit Owners provide Certificates of Insurance, or other appropriate evidence of the Unit Owners carrying such insurance. The Board may, but shall not be obligated to, obtain insurance on behalf of individual Unit Owners, secured by a right of lien, as provided in the Act. The Association shall be a named additional insured and loss payee on all hazard and liability policies obtained by the Unit Owner pertaining to the Unit, if required by the Act.

13. RECONSTRUCTION AFTER CASUALTY. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

13.1 Common Elements. If the damaged improvement is any of the Common Elements, the damaged Common Element shall be reconstructed or repaired.

13.2 The Building.

.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.

.2 Major damage. If the damage renders more than 50% of the Units in the Condominium uninhabitable, as determined by the Board of Directors or governmental agencies of jurisdiction, the damaged property will be reconstructed or repaired, unless 75% of the entire voting interests in the Condominium agree in writing that such reconstruction or repair shall not take place. The decision whether or not to reconstruct or repair shall be made within one hundred eighty (180) days after the casualty, provided however that the Board of Directors shall have the authority to extend this period for decision-making, not to exceed two (2) 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.

.3 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Building, as set forth in the plans and specifications for the Building, or if not, then according to plans and specifications approved by the Board of Directors.

.4 Definition of "Uninhabitable." For purposes of this Declaration, "uninhabitable" shall mean that the Board of Directors has concluded that the Buildings cannot be restored to the condition (or a better condition) in which they existed prior to the casualty through available insurance proceeds, plus a special assessment against each unit owner not to exceed 10% of the average fair market value of the units, as determined by the Board. This calculation shall not include costs affiliated with those items the unit owner is obligated to repair or replace, at the unit owner's expense. A governmental agency's declaration or order that the Condominium Property may not be occupied 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. After a casualty, the Association must perform the reconstruction work necessary to repair/replace those damaged items that it insures. However, a Unit Owner may undertake reconstruction work on portions of the Unit with the prior written consent of the Board of Directors. Such work, and the disbursement of insurance proceeds, may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, the contract that is used for that purpose, and reasonable verification of appropriate steps to ensure that the work is done and that the contractor is paid for the performance of said work. Unit Owners are responsible to repair those items (damaged by casualty) that the Unit Owners are obligated to insure. The party performing such work must obtain all required governmental permits and approvals prior to commencing reconstruction. Any Assessments needed for the cost of the work shall be in accordance with 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 9.3.2, in which event the Unit Owner shall be charged for the costs of such activities (including attorney's fees incurred by the Association) by the Association which shall be secured by such rights as exist for collecting Common Expenses under these Condominium Documents i.e., a Lien for Charges.

13.4 Estimates of costs. After a determination is made to rebuild or repair damage to property for which the Association or Unit Owner has the responsibility of reconstruction and repair, the Association or Unit Owner shall obtain promptly reliable and detailed estimates of the cost to rebuild or repair. However, if the Association determines to perform the work on behalf of the unit owners, the Association shall obtain the estimates for that portion of the work to be performed by the Association.

13.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including shortfalls or no insurance proceeds occasioned by a deductible), or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made as follows:

13.5.1 If the damage includes those parts of a Unit or Limited Common Element, or additions or upgrades, for which the responsibility of maintenance and repair is that of the Unit Owner, and if the Association performs the work on behalf of the Unit Owner, the Unit Owner shall be responsible for the expenses relating to the reconstruction and repair after casualty of said portion of the work.

13.5.2 If the damage is to the Common Elements (including Limited Common Elements, which the Association maintains, repairs, and replaces as a Common Expense), assessments shall be made against all unit owners as a Common Expense, in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to Common Elements shall be in proportion to the Owner's share in the Common Expenses. Assessments shall be a Limited Common Expense if damage is to a Limited Common Element that the Association maintains as a Limited Common Expense.

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

13.7 Additional Board Authority. In addition to Board authority granted by law and the Condominium Documents, the Board shall have the following power and authority after a casualty:

.1 To determine after a casualty whether the units can be safely occupied, which decision shall not be conclusive as to the determination of habitability in Article 13.2.

.2 To declare any portion of the Condominium Property or Association Property unavailable for occupation by owners, tenants, or guests after a casualty, including during the rebuilding process. Such decision by the Board shall be made only if necessary to protect the health, safety, or welfare of the Association, owners, tenants, or guests.

.3 To mitigate damage and take action to prevent the spread of fungus (mold, mildew, etc.) 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 store at a offsite location, with owners responsible for reimbursing the Association for items for which the owner is responsible but which may be necessary to prevent further damage. The Association shall bear no liability for such actions, if taken in good faith.

.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, dry-out of units and replacement of damaged air conditioners when necessary to provide climate control in the units.

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

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

.7 To hold Board meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

.8 To change or postpone the annual meeting date to a date and time determined by the Board, even if such change will result in not holding an annual meeting in a particular calendar year.

.9 To use reserve funds to meet Association needs, and use reserve funds as collateral for Association loans.

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

.11 To adopt emergency Rules and Regulations governing the use and occupancy of the units, common elements, limited common elements, and Association property, with notice given only to those Directors with whom it is practicable to communicate.

14. 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. A condominium Unit shall be used only as a single family residence. As used in the Condominium Documents, "single family" means one natural person, a group of two or more natural persons who customarily reside together as a single family housekeeping Unit, each of whom is related to each of the others by blood, marriage or adoption, or not more than two persons not so related, who customarily reside together as a single housekeeping Unit. No more than five (5) persons may permanently occupy a two-bedroom Unit and no more than six (6) persons may permanently occupy a three-bedroom Unit. For purposes of these Condominium Documents, "permanently occupy" means to sleep in the Unit for more than thirty (30) nights during a calendar year. No Unit may be divided or subdivided into a smaller Unit nor any portion sold or otherwise transferred. No person other than an owner and the owner's immediate family may occupy the Unit on an overnight basis for more than thirty (30) days in a calendar year unless the Association, through the Board of Directors, has specifically approved person's occupancy. For purposes of this Declaration the term "immediate family" shall mean the owner, the owner's spouse and the children of the owner and the owner's spouse. In considering such requests, the Board may consider factors set forth in Article 17 hereof, and may charge a reasonable fee for review of occupancy requests. Article 15 of this Declaration of Condominium governs visitations by guests. Units may not be used for commercial or business purposes. Owners (and their Family members and tenants) may use Units for "home office" or "telecommuting" purposes, provided that such uses do not involve customers or clients coming onto the Condominium Property, the postage of any signage in the Condominium, the storage of equipment, products, or materials in the Condominium, nor more than two regular deliveries per day of correspondence or similar items from customary express delivery services.

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 will 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 condominium residents, or which will increase insurance rates. 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 such residents. The Condominium Property shall be used in accordance with all federal, state, and local laws and ordinances.

14.3 Vehicles. Unit owners may not park vehicles upon the roads overnight. Otherwise, vehicles must be parked upon the paved driveways only. Parking on the lawns or any unpaved areas is not permitted. Vehicles such as trucks, pickup trucks and work vans, boats, trailers, campers and buses may only be parked out of sight in a closed garage or in the Master Community Association storage area.

14.4 Pets. Unit owners may maintain only one domestic dog or one domestic cat within the confines of a Unit. The Board of Directors is authorized to promulgate and adopt rules, regulations and policies regarding the ownership and maintenance of pets. Pets must be maintained on a leash at all times when outside of the units and must always be supervised by its Owner. No pet may become a danger, nuisance or source of annoyance to any other Unit Owner, guest, occupant or tenant. Pets are not permitted within the pool area. Owners must promptly pick up after their pets. Exotic pets such as reptiles or other wild animals are not permitted.

14.5 Additional Restrictions. The Board may, from time to time, promulgate rules and regulations governing the use of the units and common elements that may, but need not, be recorded in the Public Records. Additional use restrictions are also contained elsewhere in the Condominium Documents.

15. GUEST OCCUPANCY. A "guest" is defined as a person who enters upon the Condominium Property at the invitation of a Unit Owner or tenant, (or their respective families) for the purpose of visiting the Unit Owner or tenant (or their respective families), occupying the Condominium Unit for less than thirty days during any calendar year, or utilizing the Condominium Property. Use or visitation without consideration (payment) distinguishes a guest usage from a tenancy. There are various types of guest uses, which are regulated as follows:

15.1 Non-Overnight Visitation by Guests When Unit Owner or Tenant is in Residence. There is no restriction against this type of guest usage, provided that same does not create a nuisance or annoyance to other condominium residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Non-overnight guests need not be registered with the Association. Non-overnight guests shall be entitled to use the Condominium facilities only when accompanied by the Unit Owner or tenant (or an adult resident member of the Unit Owner's or tenant's Family), unless otherwise approved by the Board of Directors. The Board may establish additional restrictions on non-overnight guest usage of Condominium facilities, such as maximum numbers of guests who may use common facilities, maximum numbers of common facility usages per guest, and the like.

15.2 Overnight Guests When Unit Owner or Tenant is in Residence. Unit Owners and tenants (and their respective families) may have related or unrelated overnight guests, so long as the Unit Owner or tenant is in simultaneous residence. There is no requirement for registration of overnight guests with the Board. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Under no circumstances may more than six (6) persons (including the Unit Owner or tenant, and their families) sleep overnight in a two (2) bedroom Unit, and no more than eight (8) people in a three-bedroom Unit.

15.3 Non-Overnight Guests in the Absence of the Unit Owner or Tenant. Unit Owners and tenants are not permitted to have non-overnight guests when the Unit Owner or tenant is absent from the Condominium. Unit Owners and tenants may have their Units inspected by caretakers, family members, etc. However, such individuals shall not be permitted to use Condominium facilities, such as recreational facilities (pool, parking areas, etc.).

15.4 Overnight Guests in the Absence of the Unit Owner or Tenant. Tenants are not permitted to have overnight guests (related or non-related) in the absence of the tenants' simultaneous residence. Unit Owners are permitted to have overnight guests in the absence of the Unit Owner subject to the following conditions, and such other rules and regulations as may be deemed necessary by the Board to effectuate the residential, non-transient nature of this Condominium.

.1 Non-Related Overnight Guests in the absence of the Owner will be limited to two (2) occupancies or no more than three (3) days per calendar year. The limitation on Unit density in Article 15.2 applies. Ten (10) days prior notice to the Association is required.

.2 Related Overnight Guests may occupy a Unit in the absence of the Owner. For the purpose of this clause, "related" means all persons who are staying in the Unit on an overnight basis, in the absence of the Owner, are related to the Unit Owner or Primary Occupant (by blood, marriage, or adoption) to the following degree: parent, grandparent, child, grandchild, or sibling. The limitation on Unit density in Article 15.2 applies. Ten (10) days prior notice to the Association is required.

15.5 Additional Board Authority. The Board may promulgate such rules, policies, and procedures as are necessary to implement this Article. In the event that Unit Owners are suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as guest occupancies, the Association may require proposed guest occupants to submit proof of familial/relationship, an affidavit as to absence of payment for the right to occupy the premises, and the like.

16. LEASING. Leasing is defined as occupancy of the Unit by any person other than the Unit Owner for periods of more than thirty (30) consecutive days or more than an aggregate of sixty (60) days in any calendar year, whether pursuant to verbal or written agreement, and regardless of whether said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, etc.). The term "leasing" and "renting" are used interchangeably for the purpose of this Declaration of Condominium. The term "tenant" and "lessee" shall likewise be used interchangeably. All leases must be in writing.

16.1 Procedure. Any Owner wishing to lease a Unit must notify the Board of Directors in writing at least thirty (30) days prior to the intended lease term and submit a copy of the proposed lease, including the name of the proposed lessee(s) and occupants. Any person occupying the Unit after initial approval shall be subject to a separate application and approval process. The Association shall have thirty (30) days from the receipt of notice within which to approve or disapprove of the proposed lease or proposed lessees or occupants. The Association shall give the Unit Owner 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 is prohibited. All leases shall be for a minimum period of three (3) months and for a maximum period of one (1) year. If approved, Units may be leased no more than two (2) times in any 12 month period. Leases may be renewed, subject to Board approval. No person may occupy a Unit as a tenant, family member of a tenant, or otherwise without prior approval of the Board of Directors. The Board has the authority to promulgate or use a uniform lease application and require such other information from the proposed tenant and all proposed occupants as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed tenant and their spouse, if any, and all proposed occupants of a Unit, as a condition for approval.

16.2 Tenant Conduct, Remedies. All Leases shall be on a uniform form of lease or lease addendum if so promulgated by the Board of Directors. Uniform leases, addenda and all other leases will provide or be deemed to provide that the tenants have read and agreed to be bound by the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations as the same may be amended from time to time (the "Condominium Documents"). The uniform lease or addendum and other leases 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 fails to abide by the Condominium Documents, the Unit Owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The Unit Owner shall have the duty to bring his tenant's conduct

into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings. If the Unit Owner fails to bring the conduct of the tenant into compliance with the Condominium Documents, the Association shall have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the tenants' noncompliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association, or as agent of the Unit Owner. The Association has the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Unit Owner which shall be secured by a continuing lien in the same manner as assessments for Common Expenses.

16.3 Security Deposit. The Board of Directors has the authority, as a condition of granting approval to a lease or renewal or extension thereof, to require that a prospective lessee or Unit Owner place a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association to protect against damage to the Common Elements or Association Property. Payment of interest, claims against the deposit, refunds and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes (2010) as amended from time to time.

16.4 Disapproval. The Association may automatically deny a lease application upon any of the following factors:

16.4.1 The person seeking approval (which shall hereinafter include all proposed occupants) has been convicted of a crime involving violence to persons, dishonesty, sexual misconduct or any felony.

16.4.2 The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicate that the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium Documents.

16.4.3 The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his conduct in any of the individual condominiums as a tenant, Unit Owner or occupant of a Unit.

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

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

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

16.6 Association Fee. The Unit Owner or lessee seeking lease approval shall pay a transfer fee for each applicant in an amount determined by the Board but not exceeding the maximum permitted by law per transaction. No charge shall be made in connection with a lease extension or renewal.

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 by any Owner shall be subject to the following provisions as long as the Association exists, which provisions each Unit Owner covenants to observe:

17.1 Forms of Ownership:

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

17.1.2 Co-Ownership. Co-ownership of Units is 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.

17.1.3 Corporate Ownership. 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. Any change in this Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents.

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 is not 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 submitting to the Board a notification of intent to sell. 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 acquires title by gift, continued ownership will be subject to Board approval in the same manner as a sale described in Article 16.3 herein.

17.2.3 Devise or Inheritance. If any Owner acquires title to a Unit by devise or inheritance, continued ownership will be subject to Board approval in the same manner as a sale described in Article 16.3 herein.

17.2.4 Other Transfers. If any Unit Owner acquires title by any manner not considered in the foregoing subsections, continued ownership will be subject to Board approval in the same manner as a sale described in Article 16.3 herein. 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 unless approved by the Board of Directors under the procedures outlined below.

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

17.3 Sales. Approval by Association. The Association will approve or reject the sale of a Unit in the following manner:

17.3.1 Notice to Board of Directors. A Unit Owner intending to make a bona fide sale of his Unit or any interest in it must give the Board of Directors notice of such intention, together with the name and address of the intended purchaser(s), an executed copy of the purchase contract and its exhibits, an application fee not to exceed the maximum amount permitted by law and such other information concerning the intended purchaser and the transaction as the Board of Directors may reasonably require. Then within thirty (30) days after receipt of such notice and information, including a personal interview if requested by Board of Directors, the Board of Directors must either approve or disapprove the proposed transaction. The Board may require, without limitation, credit history, a criminal background investigation, past residency or employment verification and personal references from the purchaser(s) and all proposed Unit occupants. Such notice at the Unit Owner's option may include a demand by the Unit Owner that the Association furnish a purchaser of the Unit if the proposed purchaser is not approved.

17.3.2 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.

17.4 Sales. Disapproval by Board of Directors. If the Board of Directors disapproves the proposed sale of a Unit, the matter shall be disposed of in the following manner:

17.4.1 Right of First Refusal. If the Unit Owner requests that the Board furnish an alternate purchaser as described in Article 16.3.1 herein, and if the Board determines to reject the original proposed purchaser, then within thirty (30) days after the Board's decision to so reject, the Board 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 (including the Association itself) who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

.1 At the option of the Association to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Unit Owner and the other of whom shall be appointed by the Association, who

shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

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

17.4.2 Disapproval for Good Cause. The Board may automatically deny approval of any proposed purchase contract without any obligation to purchase the unit or provide an alternate purchaser when any of the following criteria exist:

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

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

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

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

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

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

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

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

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

17.7 First Mortgagees. The provisions of this Article 16 do not apply to transfers to a foreclosing first mortgagee, or any other person or entity who obtains title through foreclosure of

a judgment lien superior to the Association's lien. However, such parties must comply with Article 16 in their transfer to third parties.

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

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

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

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

18.4 Adoption of Amendments. A proposed amendment may be adopted by a vote of a majority of the voting interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present (i.e. a majority of the quorum), or by the written agreement of a majority 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.

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

18.6 Automatic Amendment. Whenever Chapter 718, Florida Statutes (2010) Chapter 617, Florida Statutes (2010) or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in this Declaration of Condominium, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors without a vote of the Owners, may adopt by majority vote, amendments to this Declaration of Condominium as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes (2010), or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

18.7 Proviso. Provided, however, that no amendment shall change the configuration 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.

19. TERMINATION. The Condominium may be terminated under any one of the following alternatives:

19.1 Agreement. The Condominium may be terminated at any time by written

agreement of all the Owners of the Units, and all the holders of mortgage liens.

.1 Statute. The Condominium may be terminated as provided in the Condominium Act, as amended from time to time.

.2 Very Substantial Damage. If the Condominium suffers major damage as defined in Article 13, which shall mean that more than one-half the Units in the Condominium are rendered uninhabitable as determined in the sole discretion of the Board of Directors the Condominium may be terminated if seventy-five percent (75%) of the total voting interests in the Condominium vote to terminate the condominium. The Board shall have the discretion in scheduling the date of the meeting. No further consent from any other person or entity shall be necessary to effectuate a termination of the condominium after major damage.

.3 Loss of one or more Units. The Condominium shall be terminated in the event there is lesser or major damage and the application of applicable governmental regulations prevent the reconstruction of the Condominium with the same number of units. The termination of the Condominium under this 19.1.4 shall be evidenced by a Certificate of Termination executed by the President or Vice President of the Association with the formalities of a deed certifying to the facts requiring the automatic termination, in which event the procedures for termination and sale set forth in 19.2 through 19.7 hereof shall apply without necessity of obtaining unit owner or mortgagee approval.

19.2 Certificate of Termination; Termination Trustee. The termination of the Condominium via either of the methods set forth in 19.1.1 through 19.1.4 herein shall be evidenced by a Certificate of Termination, executed by the President or Vice President of the Association with the formalities of a deed, certifying to the facts effecting the termination. Written joinders or consents executed with the formalities of a deed from the requisite number of voting interests of the Association, and mortgage holders, if required, shall be included in or be attached to the Certificate of Termination. The certificate shall include the name and address of a Termination Trustee, which must be one of the following: (1) the Association; (2) a Florida financial institution with trust powers; or (3) a licensed Florida attorney. The Certificate of Termination shall be signed by the Trustee indicating willingness to serve in that capacity. Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this section is recorded in the Public Records of Sarasota County, Florida. The recording of that Certificate of Termination automatically divests the unit owners of legal title, and vests legal title to all real and personal property formerly the condominium property (hereinafter the "Property") in the Termination Trustee named in the Certificate of Termination without need for further conveyance. Beneficial title to the Property shall be owned by the former unit owners as tenants in common in undivided shares, such shares being the same as the undivided shares in the common elements appurtenant to the units as provided elsewhere in this Declaration. On termination, each lien encumbering a condominium parcel shall be transferred automatically to the beneficial shares in the Property with the same priority.

19.3 Wind-up of Association Affairs. The termination of the Condominium does not, by itself, terminate or dissolve the Association. The former unit owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, the Articles of Incorporation, and Bylaws, and by law, for the purpose of winding up the affairs of the Association. The powers of the Association include the authority to sell real or personal property owned by the Association and distribute net proceeds therefrom, and

insurance proceeds, to the unit owners in shares that are the same as the undivided shares in the common elements appurtenant to the units as provided elsewhere in this Declaration.

19.4 Trustee's Powers and Duties. The Termination Trustee shall hold title to the Property for the benefit of the former unit owners and their successors, assigns, heirs, devisees, mortgagees, and other lien-holders, as their interests shall appear. If the former unit owners approve a sale of the Property as provided in this section, the Termination Trustee shall have the power and authority to convey title to the Property and distribute the net proceeds in accordance with the provisions of this Declaration. In the event the Association is not the Trustee, the following provisions shall apply:

.1 The Trustee shall be entitled to charge a reasonable fee for acting in such capacity, and that fee, and all costs and expenses incurred by the Trustee in the performance of its duties, may be paid from the proceeds of the sale of the Property.

.2 The Trustee shall be entitled to be indemnified and held harmless by the Association and its members from any and all liabilities and costs incurred by virtue of acting as Trustee, except those resulting from the Trustee's gross negligence or malfeasance.

.3 The Trustee may rely on written instructions and information provided by the officers, directors, and agents of the Association, and shall not be required to inquire beyond such information and instructions.

19.5 Partition; Sale. Following termination, the Property may be partitioned and sold on the application of any unit owner. If at least two-thirds of the total voting interests of the membership of the Association agree to accept an offer for the sale of any or all of the Property or to create a new Condominium, the Board of Directors shall notify the Termination Trustee, and the Trustee shall complete the transaction. The Trustee shall have the authority to execute any and all documents to complete the sale and convey legal title to the Property provided an agreement setting forth the terms and conditions of the sale is approved and executed by the requisite two-thirds of the voting interests, with the formalities of a deed, which agreement must be recorded in the Public Records of Sarasota County, Florida prior to or simultaneous with the sale of the Property to a third party. In the event of a sale approved by the unit owners, any action for partition of the Property shall be held in abeyance pending the sale, and on the consummation of the sale shall be discontinued by all parties thereto. If the former unit owners have not authorized a sale of the Property within one year after the recording of the Certificate of Termination, the Trustee may proceed to sell the Property in a commercially reasonable manner without agreement by the former unit owners, or may file an appropriate lawsuit to request judicial assistance regarding the partition and sale of the Property. The proceeds of the sale of any of the Property or assets of the Association shall be distributed by the Termination Trustee to the beneficial owners thereof, as their interests shall appear.

19.6 New Condominium. The termination of the Condominium does not bar creation of another condominium including all or any portion of the same property.

19.7 Provisions Survive Termination. The provisions of this Section 19 are covenants running with the land, and they shall survive the termination of the Condominium until all matters covered by these provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation, and applicable law, and shall have the power to levy assessments and to pay the costs and expenses of maintaining the property until it is sold. The costs of termination, the fees, and expenses of the

Termination Trustee, as well as post-termination costs of maintaining the Property, are common expenses, the payment of which is secured by a lien on the beneficial interest owned by each former unit owner, which to the maximum extent permitted by law shall be superior to, and take priority over, all other liens.

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

20. CONDEMNATION.

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

20.2 Determination Whether to Continue Condominium. Whether the condominium will be continued after condemnation will be decided in the same manner as repair after casualty as set forth in Paragraph 13 hereof.

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

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

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

.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 Owner of the Unit.

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

20.6 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:

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

.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.

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

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

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

21. COMPLIANCE AND DEFAULT.

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

.1 The Association;

.2 A Unit Owner; or

.3 Anyone who occupies a Unit as a Family Member, Tenant or a Guest in a Unit, of a Unit Owner. Unit Owners shall be jointly and severally liable for violations of the Condominium Documents by their Family Members, Tenants, or Guests.

21.2 Waiver of Rights. The failure of the Association to enforce any right, provision, covenant, or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived if the waiver would adversely affect the rights of the Owner or defeat the purpose of the provision, except that Unit Owners or Directors may waive notice of specific meetings as provided in the Bylaws.

21.3 Attorney's Fees. In any legal proceeding arising out of an alleged failure of a Unit Owner, tenant, guest, or invitee or the Association to comply with the requirements of the Condominium Act or the Condominium Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and a reasonable attorney's fee before trial, at trial and on appeal. The Association may also recover attorney's fees it incurs because of noncompliance with the Condominium Documents in cases where no court action is filed including, but not limited to, arbitration and pre-litigation fees incurred in the collection of delinquent Assessments, and fees reasonably incurred by the Association in obtaining compliance with the Condominium Documents. Said costs and fees shall be secured by a lien for Charges, as provided in Article 10.8 hereof.

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

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

21.6 Notice of Lien or Suit.

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

.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/her Unit, such notice to be given five (5) days after the Unit Owner receives actual knowledge thereof.

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

22. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

22.7 All persons joining this Declaration subjects his/her interest to the provisions of this Declaration and the provisions of Chapter 718, Florida Statutes, as now or hereafter amended.

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

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

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

ACTIVE: 2505669_1

SHEET 1 OF 7 SHEETS

EXHIBIT A TO DECLARATION OF CONDOMINIUM RECORDED IN O.R. BOOK 1235 AT PAGE 1293 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

VILLAS OF PAPILLON
A CONDOMINIUM
IN SEC. 11, TWP. 36S., RGE. 18E.
SARASOTA COUNTY, FLORIDA

DESCRIPTION

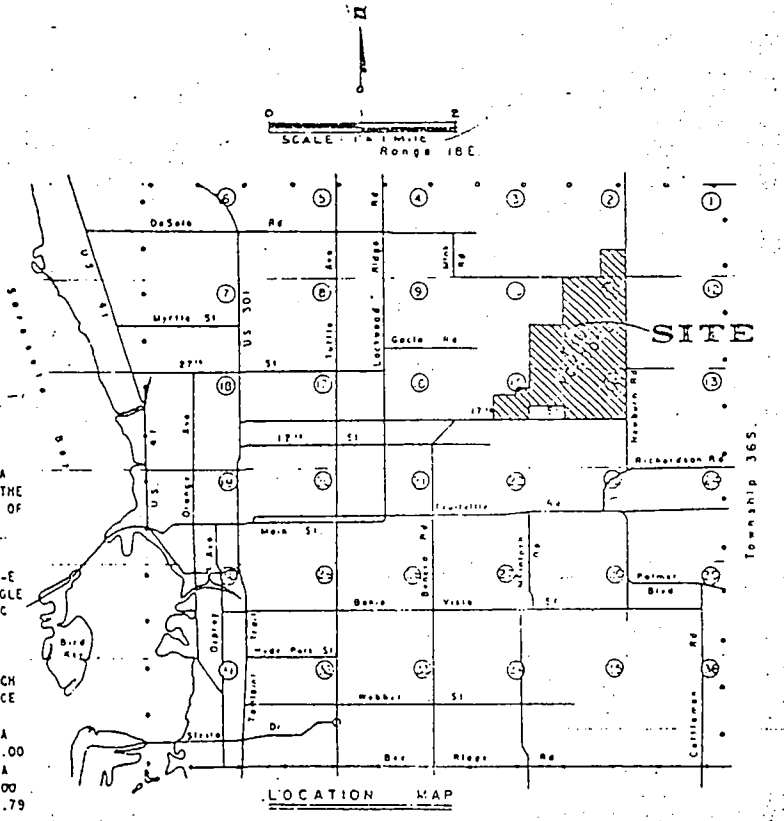
UPLAND

TWO TRACTS OF LAND IN PARCEL "M" OF THE MEADOWS, UNIT 2 SUBDIVISION RECORDED IN PLAT BOOK 24, PAGES 23 THROUGH 23G OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID PARCEL "M" (THE FOLLOWING 5 CALLS ARE ALONG THE SOUTHERLY LINE OF SAID PARCEL "M"): THENCE S-79°-27'-57"-E A DISTANCE OF 60.00 FEET; THENCE N-73°-17'-49"-E A DISTANCE OF 63.66 FEET; THENCE N-66°-39'-55"-E A DISTANCE OF 169.01 FEET; THENCE N-79°-03'-23"-E A DISTANCE OF 89.41 FEET TO THE NORTHWEST CORNER OF LOT 27 OF SAID MEADOWS, UNIT 2 SUBDIVISION; THENCE N-29°-28'-57"-E A DISTANCE OF 35.60 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES N-45°-03'-02"-E A RADIAL DISTANCE OF 39.38 FEET; THENCE NORTHWESTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 69°-24'-39" A DISTANCE OF 47.62 FEET; (THE FOLLOWING 4 CALLS ARE ALONG THE EASTERLY LINE OF A F.P. & L. CO. EASEMENT RECORDED IN O.R. BOOK 1174, PAGES 259 AND 260 OF SAID PUBLIC RECORDS): THENCE N-25°-24'-19"-E A DISTANCE OF 120.69 FEET; THENCE N-20°-38'-40"-W A DISTANCE OF 63.74 FEET; THENCE N-64°-09'-20"-W A DISTANCE OF 81.80 FEET; THENCE N-52°-16'-23"-W A DISTANCE OF 35.26 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 57°-48'-43" AND A RADIUS OF 63.39 FEET; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 63.96 FEET TO THE PCC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 42°-21'-34" AND A RADIUS OF 35.73 FEET; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 30.16 FEET TO THE PCC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 47°-14'-57" AND A RADIUS OF 99.50 FEET; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 82.05 FEET; THENCE S-78°-51'-17"-E A DISTANCE OF 129.02 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 44°-33'-20" AND A RADIUS OF 103.74 FEET; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG THE ARC A DISTANCE OF 80.67 FEET; THENCE N-55°-35'-26"-E A DISTANCE OF 46.00 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 15°-00'-00" AND A RADIUS OF 220.28 FEET; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 57.67 FEET TO THE PRC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15°-00'-00" AND A RADIUS OF 189.89 FEET; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 49.71 FEET TO THE PCC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14°-00'-00" AND A RADIUS OF 553.82 FEET; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 135.32 FEET; THENCE N-42°-35'-26"-E A DISTANCE OF 37.34 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 34°-12'-25" AND A RADIUS OF 162.49 FEET; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 97.01 FEET; THENCE N-76°-47'-51"-E A DISTANCE OF 71.16 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12°-00'-00" AND A RADIUS OF 350.58 FEET; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 73.71 FEET; THENCE N-83°-47'-51"-E A DISTANCE OF 46.00 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 70°-33'-32" AND A RADIUS OF 42.32 FEET; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 52.20 FEET; THENCE N-18°-03'-20"-E A DISTANCE OF 60.00 FEET; THENCE N-22°-06'-20"-E A DISTANCE OF 81.27 FEET TO THE EASTERLY LINE OF SAID PARCEL "M" (THE FOLLOWING 2 CALLS ARE ALONG THE LINES OF SAID PARCEL "M"): THENCE N-05°-43'-13"-W A DISTANCE OF 281.28 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES S-31°-08'-57"-E A RADIAL DISTANCE OF 490.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 00°-50'-57" A DISTANCE OF 7.26 FEET; THENCE S-58°-00'-06"-W A DISTANCE OF 516.45 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 26°-55'-32" AND A RADIUS OF 1040.00 FEET; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 482.69 FEET TO THE PRC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 100°-13'-42" AND A RADIUS OF 320.00 FEET; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 559.79 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 26°-10'-13" AND A RADIUS OF 375.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 171.28 FEET; THENCE S-10°-32'-03"-W A DISTANCE OF 170.24 FEET TO THE POINT OF BEGINNING, CONTAINING 11.92 ACRES.

2ND ISLAND

COMMENCE AT THE WESTERNMOST CORNER OF LOT 23 OF SAID MEADOWS, UNIT 2 SUBDIVISION; THENCE N-40°-23'-45"-E ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL "M" A DISTANCE OF 71.17 FEET; THENCE N-57°-20'-53"-W A DISTANCE OF 121.71 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N-57°-20'-53"-W A DISTANCE OF 15.02 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 60°-00'-00" AND A RADIUS OF 45.00 FEET; THENCE NORTHWESTERLY AND WESTERLY ALONG THE ARC A DISTANCE OF 47.96 FEET TO THE PCC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 56°-29'-16" AND A RADIUS OF 28.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 28.10 FEET; THENCE S-05°-09'-51"-W A DISTANCE OF 35.81 FEET; THENCE S-40°-26'-26"-E A DISTANCE OF 29.15 FEET; THENCE N-73°-42'-47"-E A DISTANCE OF 22.82 FEET; THENCE N-30°-10'-17"-E A DISTANCE OF 61.56 FEET; THENCE N-73°-59'-59"-W A DISTANCE OF 33.76 FEET TO THE POINT OF BEGINNING, CONTAINING 0.12 ACRES.



CERTIFICATE OF SURVEYOR

I, DAVID D. KEALY, A PROFESSIONAL LAND SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS IN WHICH THE UNITS ARE LOCATED DESCRIBED IN PHASE 1 IS SUBSTANTIALLY COMPLETE SO THAT THIS MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS IN WHICH THE UNITS ARE LOCATED AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH PHASE 1 UNIT CAN BE DETERMINED FROM THESE MATERIALS, AND I FURTHER CERTIFY THAT THIS SURVEY, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY IS AN APPROXIMATE REPRESENTATION OF THE LOCATIONS AND DIMENSIONS OF THE PROPOSED IMPROVEMENTS IN WHICH THE UNITS ARE LOCATED IN PHASES 2-6, AND THAT THE IDENTIFICATION APPROXIMATE LOCATION AND APPROXIMATE DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH PHASE 2-6 UNIT CAN BE DETERMINED FROM THESE MATERIALS.

DAVID D. KEALY, P.L.S.

NOTES

1. ELEVATIONS REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.
2. BEARINGS ARE BASED ON THE PLAT OF THE MEADOWS, UNIT 2 SUBDIVISION AS RECORDED IN PLAT BOOK 24, PAGES 23 THROUGH 23G OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND DO NOT REFER TO THE TRUE MERIDIAN.
3. THE UNIT BOUNDARIES ARE AS FOLLOWS:
   a. VERTICAL STANDING BOUNDARIES:
      THE PLANE OF THE UNFINISHED INTERIOR SURFACE OF THE CONCRETE BLOCK WALLS AND THE PLANES EXTENDED VERTICALLY UPWARD FROM THE EXTERIOR EDGES OF THE PATIO SLAB.
   b. HORIZONTAL LYING BOUNDARIES:
      LOWER: THE PLANES OF THE UPPER SURFACE OF THE UNFINISHED CONCRETE SLABS SERVING AS THE UNIT FLOORS.
      UPPER: THE PLANE OF THE LOWER SURFACE OF THE UNFINISHED HORIZONTAL CEILING BEAMS.
   c. PATIOS ARE PART OF THE UNIT.
4. IMPROVEMENTS WITHIN THE COMMON ELEMENTS SUCH AS BUT NOT LIMITED TO WATER METERS, WATER LINES, STORM DRAINS, SEWERS, SIDEWALKS, POOL AND TREES HAVE NOT BEEN LOCATED.
5. BUILDINGS AND IMPROVEMENTS AS SHOWN ON THIS EXHIBIT ARE PROPOSED, EXCEPT IN PHASE 1. DIMENSIONS IN PHASES 2 THROUGH 6 HAVE BEEN TAKEN FROM ARCHITECTURAL PLANS AND DO NOT REPRESENT CONSTRUCTED IMPROVEMENTS.

EXHIBIT A PAGE 1 OF 7

SMALLEY, WELLFORD & WALKER, INC.
CONSULTING ENGINEERS AND SURVEYORS
SARASOTA, FLORIDA

VILLAS OF PAPILLON

Phase 1

BEGIN at the Southwest corner of Parcel "H" of The Meadows, Unit 2 Subdivision, recorded in Plat Book 24, Pages 23 through 23G of the Public Records of Sarasota County, Florida (the following 5 calls are along the Southerly line of said Parcel "H"); thence S-79°-27'-57"-E a distance of 60.09 feet; thence N-75°-17'-46"-E a distance of 68.66 feet; thence N-65°-39'-55"-E a distance of 169.01 feet; thence N-73°-04'-28"-E a distance of 89.41 feet to the Northwest corner of Lot 27 of said Meadows, Unit 2 Subdivision; thence N-23°-20'-57"-E a distance of 35.00 feet to a point on a curve of which the radius point lies N-55°-02'-02"-E a radial distance of 24.00 feet; thence Northwesterly along the arc through a central angle of 02°-21'-33" a distance of 91.62 feet; (the following 4 calls are along the Easterly line of a Florida Power & Light Company easement recorded in O.R. Book 1174, Pages 259 and 260 of said Public Records); thence N-25°-24'-40"-E a distance of 120.68 feet; thence N-20°-38'-40"-W a distance of 46.74 feet; thence N-64°-49'-26"-W a distance of 51.59 feet; thence N-52°-16'-28"-W a distance of 35.26 feet; thence S-82°-35'-39"-W a distance of 308.69 feet to a point on a curve of which the radius point lies S-74°-21'-50"-W a radial distance of 375.00 feet, said point being on the Westerly line of said Parcel "H", (the following 2 calls are along said Westerly line); thence Southeasterly and Southwesterly along the arc through a central angle of 26°-10'-13" a distance of 171.28 feet; thence S-10°-32'-03"-W a distance of 170.24 feet to the POINT OF BEGINNING, containing 2.84 acres.

Phase 2

Commence at the Southwest corner of Parcel "H" of The Meadows, Unit 2 Subdivision, recorded in Plat Book 24, Pages 23 through 23G of the Public Records of Sarasota County, Florida (the following 2 calls are along the Westerly line of said Parcel "H"); thence N-10°-32'-03"-E a distance of 170.24 feet to the PC of a curve to the left having a central angle of 26°-10'-13" and a radius of 375.00 feet; thence Northeasterly and Northwesterly along the arc a distance of 171.28 feet to the POINT OF BEGINNING; thence N-82°-35'-38"-E a distance of 308.68 feet to a point on a curve of which the radius point lies N-37°-43'-32"-E a radial distance of 63.39 feet; thence Northwesterly and Northeasterly along the arc through a central angle of 57°-46'-43" a distance of 63.96 feet to the PCC of a curve to the right having a central angle of 48°-21'-34" and a radius of 35.73 feet; thence Northeasterly along the arc a distance of 30.16 feet to the PCC of a curve to the right having a central angle of 09°-41'-55" and a radius of 99.50 feet; thence Northeasterly along the arc a distance of 16.84 feet; thence N-55°-05'-11"-W a distance of 294.73 feet to a point on a curve of which the radius point lies S-45°-22'-29"-E a radial distance of 320.00 feet, (said point being on the Northwesterly line of said Parcel "H"); thence Southwesterly along the arc and the Westerly line of said Parcel "H" through a central angle of 57°-15'-40" a distance of 319.81 feet to the POINT OF BEGINNING, containing 1.42 acres.

Phase 3

Commence at the Southwest corner of Parcel "H" of The Meadows, Unit 2 Subdivision, recorded in Plat Book 24, Pages 23 through 23G of the Public Records of Sarasota County, Florida (the following 3 calls are along the Westerly line of said Parcel "H"); thence N-10°-32'-03"-E a distance of 170.24 feet to the PC of a curve to the left having a central angle of 26°-10'-13" and a radius of 375.00 feet; thence Northeasterly and Northwesterly along the arc a distance of 171.25 feet to the PRC of a curve to the right having a central angle of 57°-15'-40" and a radius of 320.00 feet; thence Northeasterly along the arc a distance of 319.81 feet to the POINT OF BEGINNING; thence S-55°-06'-11"-E a distance of 294.73 feet to a point on a curve of which the radius point lies S-26°-24'-16"-E a radial distance of 99.50 feet; thence Northeasterly and Southeasterly along the arc through a central angle of 37°-33'-02" a distance of 65.21 feet; thence S-73°-51'-14"-E a distance of 36.58 feet; thence N-01°-51'-14"-W a distance of 290.12 feet to a point on a curve of which the radius point lies N-11°-23'-45"-W a radial distance of 1040.00 feet, said point being on the Northerly line of said Parcel "H", (the following 2 calls are along the Northerly line of said Parcel "H"); thence Southwesterly along the arc through a central angle of 05°-59'-23" a distance of 108.72 feet to the PRC of a curve to the left having a central angle of 42°-54'-07" and a radius of 320.00 feet; thence Southwesterly along the arc a distance of 239.98 feet to the POINT OF BEGINNING, containing 1.44 acres.

Phase 4

Commence at the Northeast corner of Parcel "H" of The Meadows Unit 2 Subdivision, recorded in Plat Book 24, Pages 23 through 23G of the Public Records of Sarasota County, Florida, said point being a point on a curve of which the radius point lies S-31°-05'-57"-E a radial distance of 490.00 feet (the following 4 calls are along the Northerly line of said Parcel "H"); thence Southwesterly along the arc through a central angle of 00°-50'-57" a distance of 7.26 feet; thence S-58°-00'-06"-W a distance of 516.45 feet to the PC of a curve to the right having a central angle of 05°-30'-33" and a radius of 1040.00 feet; thence Southwesterly along the arc a distance of 100.00 feet to the POINT OF BEGINNING; thence continue along the arc through a central angle of 15°-05'-36" a distance of 273.97 feet; thence S-04°-51'-14"-E a distance of 290.12 feet; thence S-75°-51'-14"-E a distance of 92.44 feet to the PC of a curve to the left having a central angle of 44°-33'-20" and a radius of 103.74 feet; thence Southeasterly and Northeasterly along the arc a distance of 80.67 feet; thence N-56°-55'-26"-E a distance of 46.00 feet to the PC of a curve to the right having a central angle of 15°-00'-00" and a radius of 220.28 feet; thence Northeasterly along the arc a distance of 57.67 feet to the PRC of a curve to the left having a central angle of 13°-19'-34" and a radius of 189.59 feet; thence Northeasterly along the arc a distance of 44.17 feet; thence N-11°-37'-52"-W a distance of 317.64 feet to the POINT OF BEGINNING, containing 2.13 acres.

AND

Commence at the Westernmost corner of Lot 23 of The Meadows, Unit 2 Subdivision, recorded in Plat Book 24, Pages 23 through 23G of the Public Records of Sarasota County, Florida; thence N-40°-23'-46"-E along the Southeasterly line of Parcel "H" of said Meadows Unit 2 a distance of 71.17 feet; thence N-57°-20'-53"-W a distance of 121.71 feet to the POINT OF BEGINNING; thence continue N-57°-20'-53"-W a distance of 15.02 feet to the PC of a curve to the left having a central angle of 60°-00'-00" and a radius of 45.80 feet; thence Northwesterly and Westerly along the arc a distance of 47.96 feet to the PCC of a curve to the left having a central angle of 56°-29'-16" and a radius of 28.50 feet; thence Southwesterly along the arc a distance of 28.10 feet; thence S-06°-09'-51"-W a distance of 35.81 feet; thence S-46°-26'-26"-E a distance of 39.15 feet; thence N-73°-42'-47"-E a distance of 22.82 feet; thence N-30°-10'-12"-E a distance of 64.86 feet; thence N-23°-54'-50"-W a distance of 13.28 feet to the POINT OF BEGINNING, containing 0.12 acres.

Phase 5

Commence at the Northeast corner of Parcel "H" of The Meadows Unit 2 Subdivision, recorded in Plat Book 24, Pages 23 through 23G of the Public Records of Sarasota County, Florida, said point being a point on a curve of which the radius point lies S-31°-08'-57"-E a radial distance of 490.00 feet (the following 4 calls are along the Northerly line of said Parcel "H"); thence Southwesterly along the arc through a central angle of 00°-50'-57" a distance of 7.26 feet; thence S-58°-00'-06"-W a distance of 368.91 feet to the POINT OF BEGINNING; thence continue S-58°-00'-06"-W a distance of 147.57 feet to the PC of a curve to the right having a central angle of 05°-30'-33" and a radius of 1040.00 feet; thence Southwesterly along the arc a distance of 100.00 feet; thence S-11°-37'-52"-E a distance of 317.84 feet to a point on a curve of which the radius point lies N-31°-44'-08"-W a radial distance of 189.89 feet; thence Northeasterly along the arc through a central angle of 01°-40'-26" a distance of 5.54 feet to the PCC of a curve to the left having a central angle of 14°-00'-00" and a radius of 553.82 feet; thence Northeasterly along the arc a distance of 135.32 feet; thence N-42°-35'-26"-E a distance of 37.34 feet to the PC of a curve to the right having a central angle of 32°-45'-31" and a radius of 162.49 feet; thence Northeasterly along the arc a distance of 92.90 feet; thence N-24°-41'-20"-W a distance of 88.99 feet; thence N-45°-18'-40"-E a distance of 82.00 feet; thence N-31°-59'-54"-W a distance of 158.70 feet to the POINT OF BEGINNING, containing 1.69 acres.

Phase 6

BEGIN at the Northeast corner of Parcel "H" of The Meadows Unit 2 Subdivision, recorded in Plat Book 24, Pages 23 through 23G of the Public Records of Sarasota County, Florida said point being a point on a curve of which the radius point lies S-31°-08'-57"-E a radial distance of 490.00 feet (the following 2 calls are along the Northerly line of said Parcel "H"); thence Southwesterly along the arc through a central angle of 00°-50'-57" a distance of 7.26 feet; thence S-58°-00'-06"-W a distance of 368.91 feet; thence S-31°-59'-54"-E a distance of 158.70 feet; thence S-45°-18'-40"-W a distance of 82.00 feet; thence S-24°-41'-20"-E a distance of 88.99 feet to a point on a curve of which the radius point lies S-14°-39'-03"-E a radial distance of 162.49 feet; thence Northeasterly along the arc through a central angle of 01°-26'-54" a distance of 4.11 feet; thence N-76°-47'-51"-E a distance of 71.16 feet to the PC of a curve to the right having a central angle of 12°-00'-00" and a radius of 380.58 feet; thence Northeasterly along the arc a distance of 79.71 feet; thence N-88°-47'-51"-E a distance of 44.00 feet to the PC of a curve to the left having a central angle of 70°-39'-32" and a radius of 42.32 feet; thence Northeasterly along the arc a distance of 52.20 feet; thence N-18°-05'-20"-E a distance of 66.00 feet; thence N-27°-06'-20"-E a distance of 81.22 feet to the Easterly line of said Parcel "H"; thence [illegible]°-47'-10"-E along said Easterly line a distance of 264.28 feet to the [illegible] OF BEGINNING, containing 2.40 acres.

EXHIBIT
A
PAGE 2 OF 7

SMALLY, WELLFORD & NALVEN, INC
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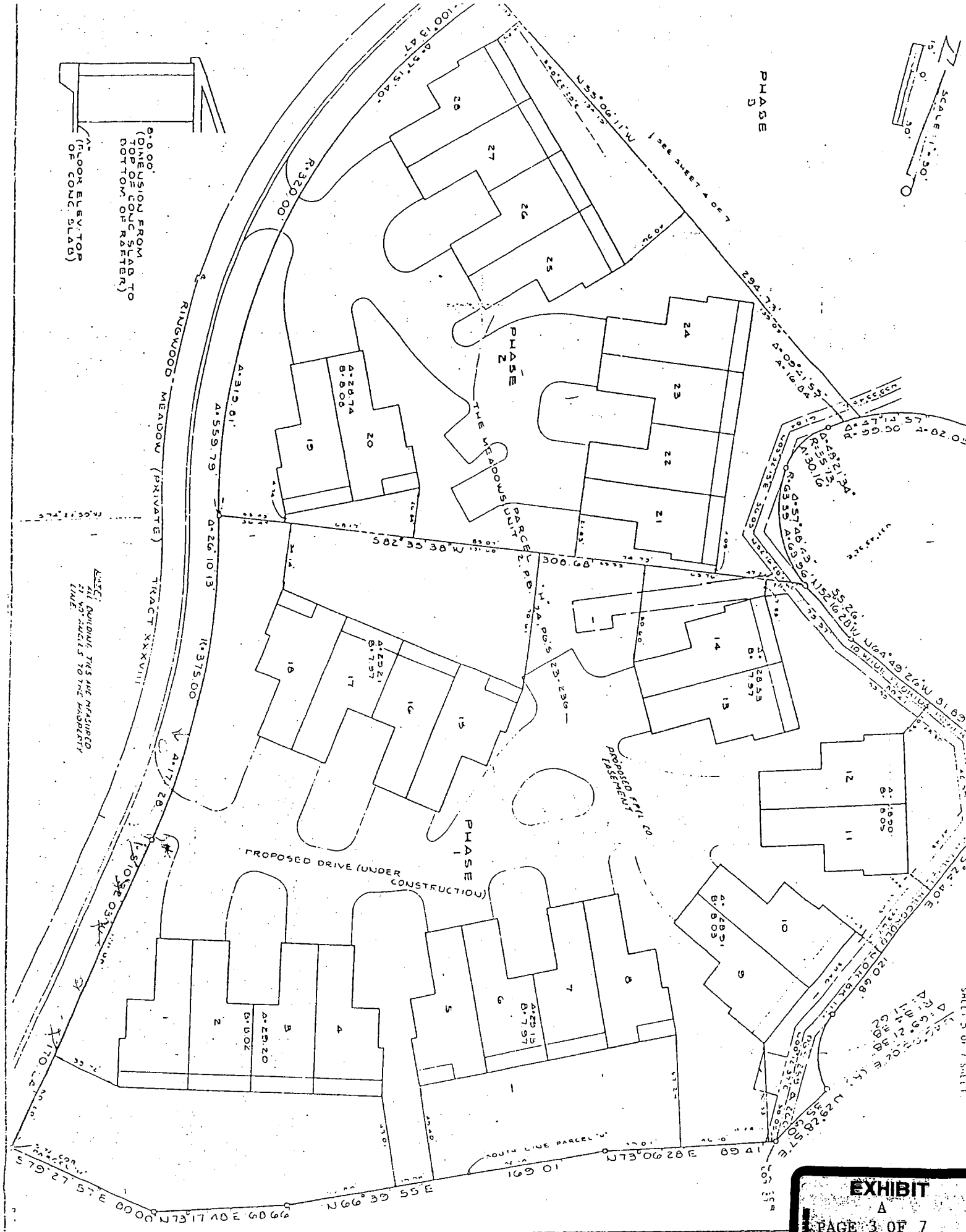
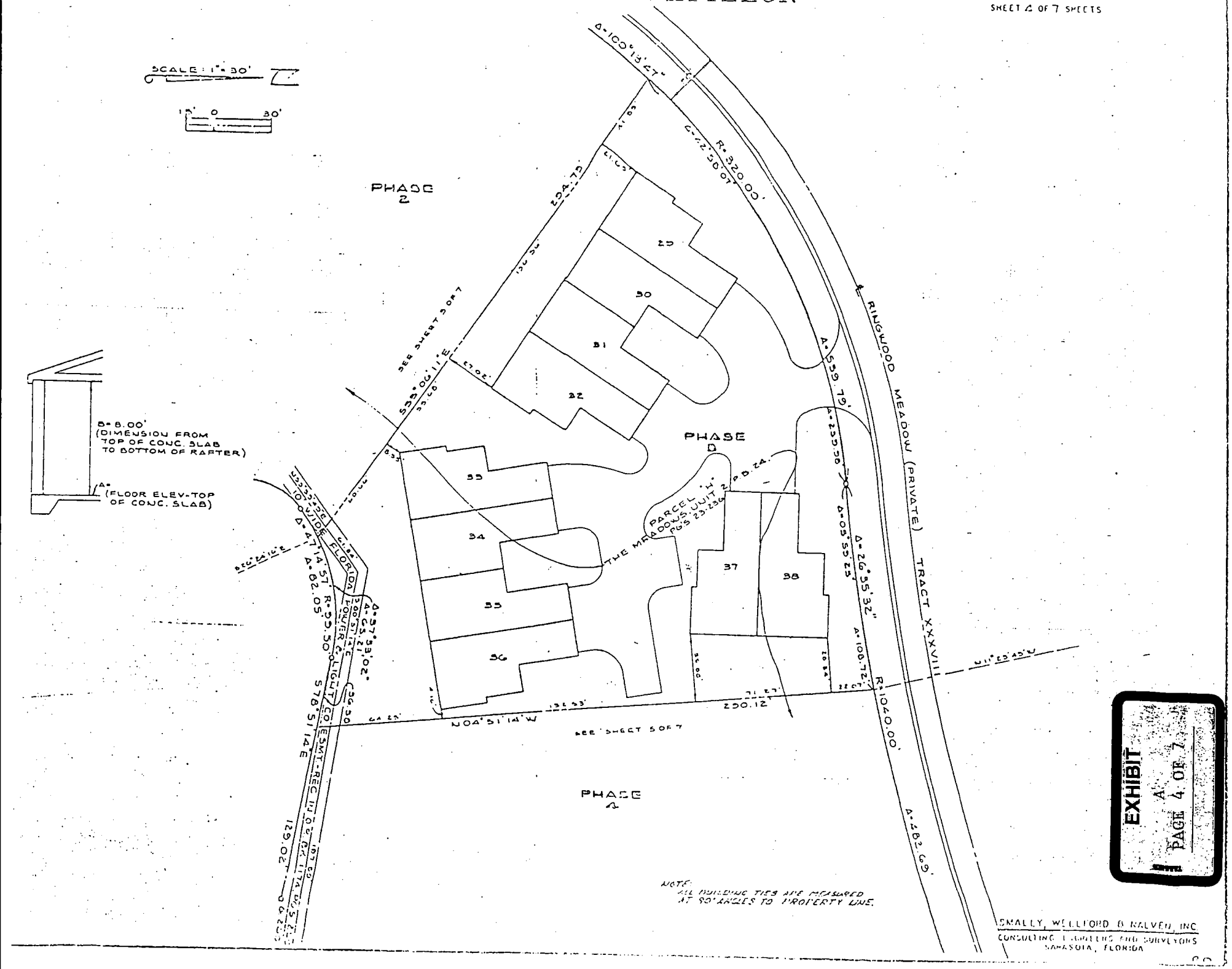
SARASOTA, FLORIDA


PHASE 3
PHASE 2
PHASE 1
THE MEADOWS PARCEL UNIT 2
RINGWOOD MEADOW (PRIVATE)
TRACT XXXVIII
PROPOSED DRIVE (UNDER CONSTRUCTION)
PROPOSED FPL CO EASEMENT
SEE SHEET 4 OF 7
SCALE 1" = 50'
S82°35'38"W 308.68'
N55°06'11"W
N73°06'28"E 89.41
N66°39'55"E
S79°27'57"E 80.00
SOUTH LINE PARCEL "H"
EXHIBIT
A
PAGE 3 OF 7

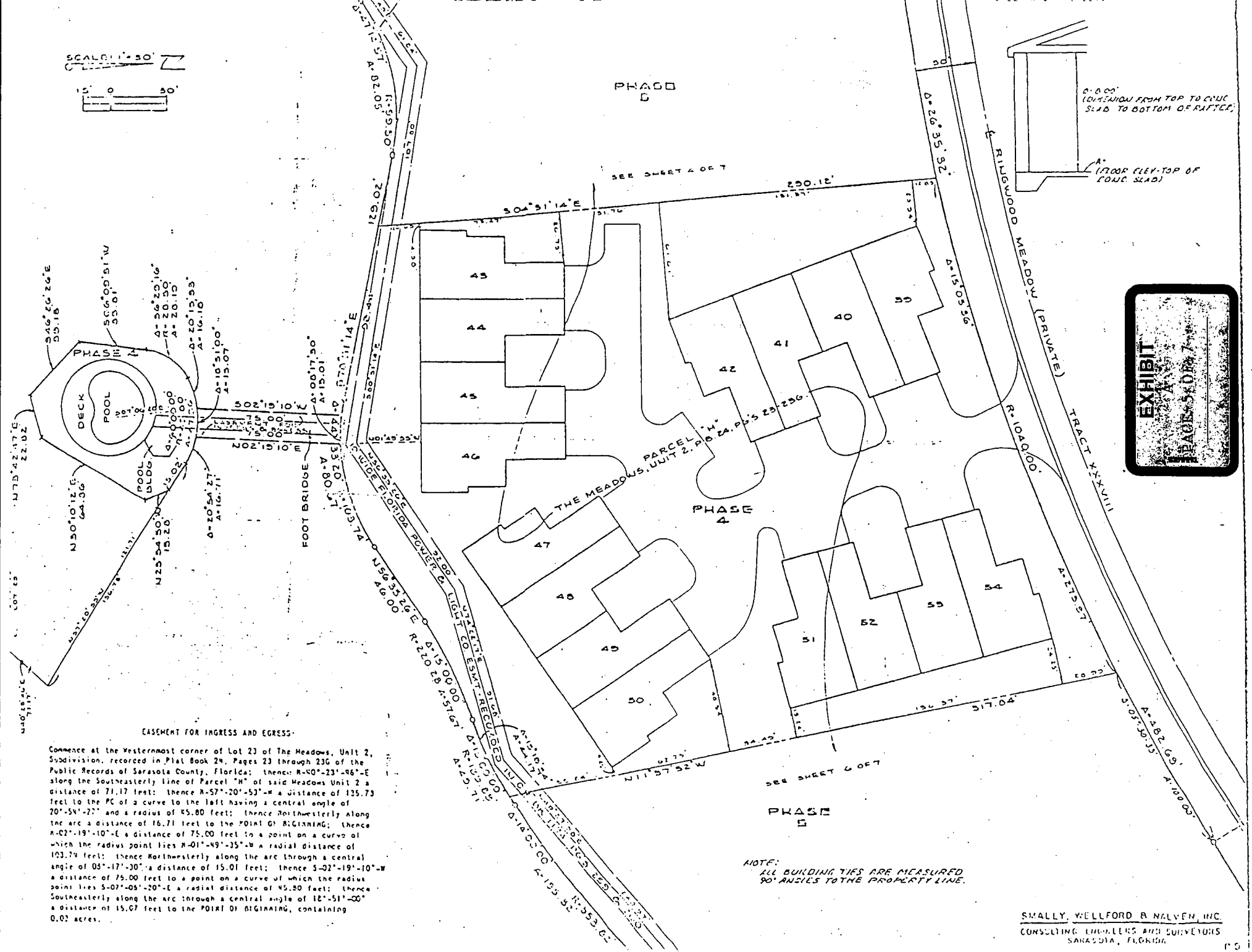
SHEET 4 OF 7 SHEETS



NOTE:
ALL BUILDING TIES ARE MEASURED AT 90° ANGLES TO PROPERTY LINE.

EXHIBIT A
PAGE 4 OF 7

SMALLEY, WELLFORD & NALVEN, INC.
CONSULTING ENGINEERS AND SURVEYORS
SARASOTA, FLORIDA

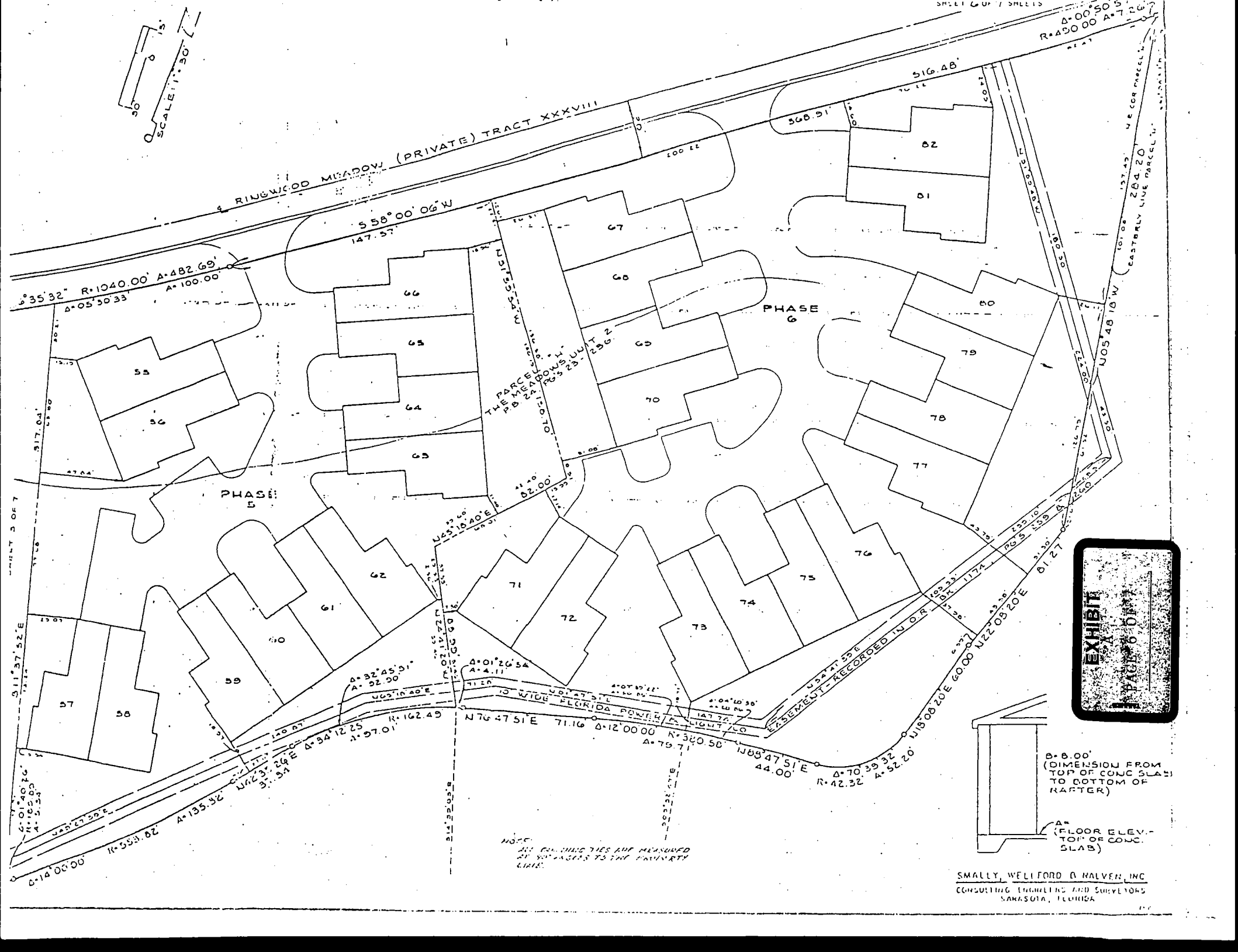


EASEMENT FOR INGRESS AND EGRESS:

Commence at the Westernmost corner of Lot 23 of The Meadows, Unit 2, Subdivision, recorded in Plat Book 24, Pages 23 through 236 of the Public Records of Sarasota County, Florida; thence N-40°-23'-46"-E along the Southeasterly line of Parcel "H" of said Meadows Unit 2 a distance of 71.17 feet; thence N-57°-20'-53"-W a distance of 135.73 feet to the PC of a curve to the left having a central angle of 20°-54'-27" and a radius of 45.80 feet; thence Northwesterly along the arc a distance of 16.71 feet to the POINT OF BEGINNING; thence N-02°-19'-10"-E a distance of 75.00 feet to a point on a curve of which the radius point lies N-01°-49'-35"-W a radial distance of 103.74 feet; thence Northwesterly along the arc through a central angle of 08°-17'-30" a distance of 15.01 feet; thence S-02°-19'-10"-W a distance of 75.00 feet to a point on a curve of which the radius point lies S-07°-05'-20"-E a radial distance of 45.80 feet; thence Southeasterly along the arc through a central angle of 18°-51'-00" a distance of 15.07 feet to the POINT OF BEGINNING, containing 0.03 acres.

NOTE:
ALL BUILDING TIES ARE MEASURED 90° ANGLES TO THE PROPERTY LINE.

SMALLY, WELLFORD & NALVEN, INC.
CONSULTING ENGINEERS AND SURVEYORS
SARASOTA, FLORIDA



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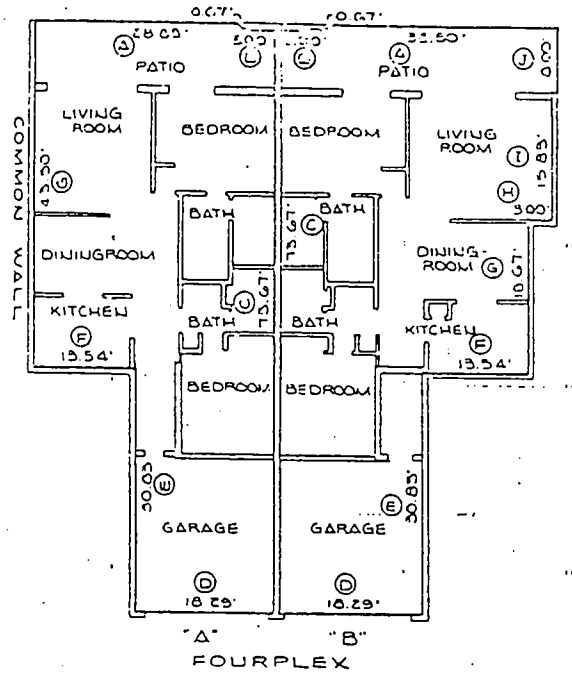
SARASOTA, FLORIDA



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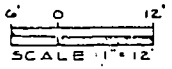

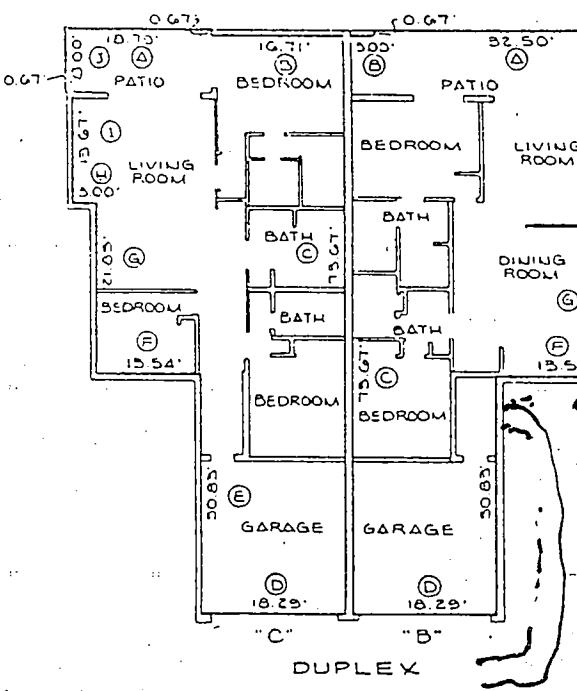

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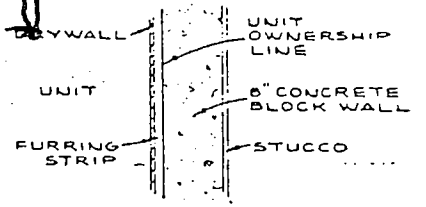

EXHIBIT

PAGE 7 OF

UNIT	TYPE	DIMENSIONS									
		A	B	C	D	E	F	G	H	I	J
	B	32.40	3.00	73.76	18.35	50.85	13.55	19.70	3.07	16.09	8.05
	A	28.50	3.07	73.78	18.40	50.65	13.55	43.60			
	A	28.75	3.10	74.00	18.40	50.65	13.40	43.60			
	B	32.46	3.00	74.00	18.40	50.65	13.39	19.75	3.02	15.66	8.00
	C	18.70	10.75	73.70	18.35	30.90	18.60	21.05	2.99	18.60	8.00
	A	28.50	3.35	73.70	18.35	30.90	13.53	43.35			
	A	28.53	3.35	73.80	18.55	30.85	13.50	43.35			
	C	19.00	16.67	73.80	18.55	50.85	13.58	21.80	3.02	13.75	8.00
	B	32.50	3.00	74.00	18.52	50.65	13.58	19.75	3.00	15.08	8.00
	B	32.55	3.01	73.76	18.39	30.90	13.58	19.67	3.01	15.19	7.97
	B	32.55	3.00	73.76	18.45	30.86	13.57	19.64	3.01	15.50	7.88
	B	32.40	3.05	73.66	18.35	30.85	13.60	19.70	2.99	15.85	8.05
	B	32.65	3.02	73.66	18.32	30.90	13.56	19.70	3.00	15.80	8.02
	C	18.70	16.60	73.75	18.35	30.52	18.65	21.85	2.99	18.65	7.92
	A	28.50	3.35	73.75	18.30	30.85	13.65	43.60			
	A	28.50	3.37	73.75	18.37	30.85	13.58	43.40			
	C	18.75	16.60	73.75	18.38	30.80	18.63	21.80	3.02	18.70	7.98
	D	32.50	2.60	73.85	18.22	30.85	18.62	19.60	3.00	15.85	8.11
	C	18.65	16.67	74.00	18.35	30.80	18.63	21.95	3.01	18.65	8.00

UNIT	TYPE	DIMENSIONS									
		A	B	C	D	E	F	G	H	I	J
29											
30											
31											
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UNIT	TYPE	DIMENSIONS									
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SMALLEY, WELLFORD & BALVEN, P.A.
CONSULTING ENGINEERS AND SURVEYORS
SARASOTA, FLORIDA

EXHIBIT "B"

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

PAPILLON CONDOMINIUM ASSOCIATION, INC.

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EXHIBIT B

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF PAPILLON CONDOMINIUM ASSOCIATION, INC.

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

These are the Amended and Restated Articles of Incorporation for Papillon Condominium Association, Inc. originally filed with the Florida Department of State the 1st day of August, 1979, under Charter Number 748306. Matters of only historical interest have been omitted. Amendments included have been added pursuant to Chapter 617, Florida Statutes (2010).

1. NAME. The name of the corporation shall be PAPILLON CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," the Declaration of Condominium as "Declaration," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

2. PURPOSE. The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act") for the operation of that certain condominium located in Sarasota County, Florida, and known as Villas of Papillon, A Condominium (the "Condominium").

3. DEFINITIONS. The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of the Condominium recorded in the Public Records of Sarasota County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

4. POWERS. The powers of the Association shall include and be governed by the following powers:

4.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles or of the Act.

4.2 Enumeration. The Association shall have all the powers and duties set forth in the Act except as limited by these Articles (as they may be amended from time to time), the Bylaws (as they may be amended from time to time), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as it may be amended from time to time including but not limited to the following:

4.2.1 To make and collect Assessments and other Charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

4.2.2 To buy, own, operate, lease, sell, and trade both real and personal property as may be necessary or convenient in the administration of the Condominium.

4.2.3 To maintain, repair, replace, reconstruct, add to, and operate the Condominium Property and other property acquired or leased by the Association for use by Unit Owners.

4.2.4 To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, Directors, and members as Unit Owners.

4.2.5 To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and for the health, comfort, safety, and welfare of the Unit Owners.

4.2.6 To approve or disapprove the leasing, transfer, mortgaging, ownership, and possession of Units as may be provided by the Declaration.

4.2.7 To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the Rules and Regulations for the use of the Condominium Property.

4.2.8 To contract for the management of the Condominium and any facilities used by the Unit Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those which require specific approval of the Board of Directors or the membership of the Association.

4.2.9 To employ personnel to perform the services required for proper operation of the Condominium.

4.2.10 Make contracts and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, or income.

4.3 Condominium Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

4.4 Distribution of income. The Association shall make no distribution of income to its members, Directors or officers.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

5. MEMBERS. The members of the Association shall consist of all of the record Owners of Units in the Condominium, and after termination of the Condominium shall consist of those who were members at the time of the termination and their successors and assigns.

5.1 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

5.2 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which 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.

5.3 Meetings. The Bylaws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

6. TERM OF EXISTENCE. The Association shall have perpetual existence.

7. 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.

8. DIRECTORS.

8.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than three (3) Directors. Directors must be members or the spouse of a member of the Association.

8.2 Duties and powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Unit Owners when such approval is specifically required.

8.3 Election; removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

9. BYLAWS. The Bylaws of this Corporation may be altered, amended, or repealed in the manner provided in the Bylaws.

10. AMENDMENTS. These Articles may be amended in the following manner:

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

10.2 Proposed Amendment Format. Proposals to amend existing Articles of Incorporation 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 ARTICLE. SEE ARTICLE 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 proposed amendment to these Articles of Incorporation must be approved by a majority of the Board of Directors. Thereafter, the amendment will be adopted if it is approved by a vote of a majority of the voting interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of a majority 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 and filed with the Secretary of State according to law.

10.6 Automatic Amendment. These Articles shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium. Whenever Chapter 718, Florida Statutes (2010) Chapter 617, Florida Statutes (2010) 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. The Board of Directors without a vote of the Owners, may 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 718 of the Florida Statutes (2010), 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. Provided, however, that 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. REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT. The registered office address and the name of the registered agent of the corporation shall be as determined by the Board of Directors from time to time.

ACTIVE: 2505674_1

EXHIBIT "C"

AMENDED AND RESTATED BYLAWS

OF

PAPILLON CONDOMINIUM ASSOCIATION, INC.

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EXHIBIT C

AMENDED AND RESTATED BYLAWS

OF

PAPILLON CONDOMINIUM ASSOCIATION, INC.

SUBSTANTIAL REWORDING OF BYLAWS -
SEE CURRENT BYLAWS FOR CURRENT TEXT

1. IDENTITY. These are the Amended and Restated Bylaws (hereinafter "Bylaws") of Papillon Condominium Association, Inc., a Florida not-for-profit Corporation formed for the purpose of administering Villas of Papillon Condominium (hereinafter "the Condominium") which is located at Villas of Papillon, Ringwood Meadow, Sarasota, Florida, Sarasota County, Florida, upon the lands described in the Declaration of Condominium. (The corporation may hereafter be referred to as the "Association.")

1.1 Office. The Association office is located at 2004 Longmeadow, Sarasota Florida, 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," the year of establishment, and shall identify the Association as a not-for-profit corporation. 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 and the Florida Condominium Act (Chapter 718, Florida Statutes, 2010), all as amended from time to time.

2. MEMBERS' MEETINGS.

2.1 Annual Meetings. Annual members' meetings shall be held at such convenient location in Sarasota County as may be determined by the Board of Directors. The annual meeting shall be held during the month of February each year on a date and time determined by the Board for the purpose of transacting any business authorized to be transacted by the members.

2.2 Special Meetings. Special members' meetings shall be held whenever called by the 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 25% of the voting interests of the Association. Members' meetings to recall a member or members of the Board of Directors may be called by 10% of the voting interests of the Association who shall give notice of the

meeting, stating the purpose of the meeting, pursuant to Section 718.112(2)(k), Florida Statutes (2010), as amended from time to time.

2.3 Notice of Members' Meetings. Notice of all members' 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 electronic notice, unless waived in writing, at least 14 days prior to the meeting as to annual meetings and 10 days as to special meetings. Officers required to give notice may delegate the actual giving of notice to another person, such as an Assistant Officer or managing agent. Any members' meeting or election at which one or more Directors are to be elected must be noticed as provided for in Section 2.4 herein. 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 (2010), 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 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 Board of Directors Election Meetings - Notice and Procedure. The regular election of Directors shall occur as the first item of business at the annual meeting.

2.4.1 Not less than 60 days before a scheduled election, the Association shall mail, or deliver, 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 to the Association not less than 40 days before scheduled election. Not less than 14 days before the election, the Association shall mail or deliver 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.

2.4.2 There is no quorum requirement necessary for an election. However, at least twenty percent (20%) of the Units must cast a ballot in order to have a valid election and elections shall be decided by a plurality of those votes cast.

2.4.3 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.

2.5 Quorum/Voting. A quorum at members' meetings shall consist of persons entitled to cast a majority 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 by Chapter 718, Florida Statutes (2010) or the Condominium Documents require a larger percentage in which case the percentage required in Chapter 718, Florida Statutes (2010), or the Condominium Documents shall govern. To the extent lawful, Unit Owners may join in any

action taken at a meeting of the members through written approval of such action executed after the meeting, and such approval shall be as though the Unit Owner duly approved the action of the meeting in question.

2.6 Indivisible Vote. Each Unit shall have one indivisible vote. If a Unit is owned by multiple individuals, such as a husband and wife, any record owner may vote on behalf of the Unit. If a Unit is owned by a corporation, any officer may vote on behalf of said corporation. 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 grantor, trustee or 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.

2.7 Proxies. Votes may be cast in person or by proxy. Only Unit Owners or the spouse of a Unit Owner may be delegated to hold proxies, provided that the Board may designate agents of the Association (including but not limited to association legal counsel or the association's manager) as an eligible proxy holder. 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 adjournment thereof. 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 Land Sales, Condominiums 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 (2010) requires or permits a vote of the Unit Owners. Provided, however, that it is the intention of this provision to "opt-out" of the requirements of the Statute to the extent that Unit Owners who are given the opportunity to vote by limited proxy, but declined to do so, may grant general powers (including the right to vote with respect to designated agenda items) to the holder of their proxy. No proxy, limited or general, shall be used in the election of Board members. 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. An executed telegram or cablegram appearing to have been transmitted by the proxy giver, or a photographic, photostatic, 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.

2.8 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.

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

2.9.1 Call to order by the President;

2.9.2 At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a member or a Director);

2.9.3 Appointment by the Chair of inspectors of election;

2.9.4 Election of Directors;

2.9.5 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;

2.9.6 Proof of notice of the meeting or waiver of notice;

2.9.7 Disposal of unapproved minutes;

2.9.8 Reports of officers;

2.9.9 Reports of committees;

2.9.10 Unfinished business;

2.9.11 New business;

2.9.12 Adjournment.

2.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, 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 such members, may be taken without a meeting, without prior notice, and without a vote if a consent in writing setting forth the action so taken, shall be signed by the requisite number of voting interests to approve the action. Members may also consent in writing to action taken at a meeting, before or after the meeting, by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

3. BOARD OF DIRECTORS.

3.1 Number, Qualifications and Term. The affairs of the Association shall be governed by a Board composed of five (5) Directors.

3.1.1 All Directors shall be Unit Owners or the spouse of a Unit Owner.

3.1.2 All Directors must be Unit Owners in good financial standing. In the event an incumbent director becomes 90 days delinquent in the payment of any monetary obligation owed to the Association, such director will no longer qualify to serve on the Board and will be deemed to have abandoned his/her position as a director.

3.1.3 Co-owners of a Unit cannot simultaneously serve on the Board unless they own more than one (1) unit or unless there are not enough eligible candidates to fill the vacancies on the Board.

3.1.4 When a Unit is owned by a corporation, a partnership, or similar entity, the Primary Occupant, as designated pursuant to the Declaration of Condominium, and the spouse of the Primary Occupant shall be eligible for Board membership.

3.1.5 Settlers, grantors and beneficiaries of a trust, and the spouses of such persons, shall be considered eligible for Board membership.

3.1.6 Persons who are convicted felons, who have not had their civil rights restored for at least 5 years are not eligible to serve on the Board.

3.1.7 Candidates who are delinquent in excess of 90 days in the payment of any monetary obligation owed to the Association are not eligible for Board membership.

3.1.8 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, when necessary or appropriate. In such cases, those receiving the higher number of votes shall be elected to the longer terms and when no election is held, the decision shall be made by agreement of the affected parties, or by lot. 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. Resignations of Directors are effective when received by the Association in writing, unless a later date is stated. Any Director who becomes 90 days or more delinquent in the payment of assessments is not eligible to serve and will be deemed to have automatically abandoned his/her office. In such event, the remaining directors shall appoint a replacement director to serve out the remaining unexpired term.

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 un-expired 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 each newly-elected 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 immediately 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 fixed by Board resolution, shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile at least two days prior to the day named for such meeting.

3.5 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of any two (2) Directors. Not less than two days' notice of the meeting (except in an emergency) shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile, which notice shall state the time, place, and purpose of the meeting.

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 Notice to Owners of Board Meetings. Notice of 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 for the attention of Unit Owners, except in an emergency. If closed circuit television is available, the Board may use same for posting notices, as permitted by law. 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 mailed or delivered (including electronic delivery as provided by law) to the Unit Owners and posted conspicuously as provided in Section 2.3 of these Bylaws not less than 14 continuous 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. Meetings of the Board of Directors at which a majority of the members of the Board are present, shall be open to all Unit Owners. Unit Owners may not designate third persons, through power of attorney or otherwise, to attend Board meetings, unless agreed to otherwise by the Board. The right to attend such 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, each Unit Owner is entitled to speak for three minutes with reference to designated agenda items. Board meetings subject to the attorney-client privilege shall not be subject to Unit Owner observation.

3.9 Board Meetings, Quorum, and Voting. The designation of the agenda for Board meetings shall be at the discretion of the President. However, the President shall be obligated to include any item on the agenda for a Board meeting, if requested, in writing, by two Board members. A quorum at Directors' Meetings shall consist of a majority of the Directors. The acts approved by a majority of the Board of Directors 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. Directors may not abstain from voting except in the case of an asserted conflict of interest. If at any meeting of the Board there be less than a quorum present, the Director(s) 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. Absent Directors may later sign written joinders in Board actions, but such joinders 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 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 one of their number to preside.

3.11 Director Compensation. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. All of the powers and duties of the Association existing under the laws of Florida generally, Florida Not For Profit Corporation Statute, the Condominium Act, and the Condominium Documents, all as amended from time to time, shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees, subject only to the approval by Unit Owners when such is specifically required. The powers of the Directors shall include, but shall not be limited to, the following:

4.1 To Assess. The 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 Directors shall use the proceeds of Assessments in the exercise of its powers and duties.

4.3 To Maintain The Condominium Property. The Directors shall maintain, repair, replace, and operate the property within the Condominium.

4.4 To Adopt Regulations. The Directors shall enact and may amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, and Association 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.

4.5 To Reconstruct After Casualty. The Directors may reconstruct the Units, Common Elements, Limited Common Elements, and Association Property improvements after casualty and to further improve the property, as specified in the Declaration of Condominium.

4.6 To Approve Transfers. The Directors may approve or disapprove proposed transactions or transfers in the manner provided by the Declaration of Condominium, and to charge a preset fee, not to exceed the maximum permissible by law, in connection with such right of approval. In connection with the Lease of Units, the Board may require the posting of a security deposit to protect against damages to the Common Elements or Association Property, in the manner provided by law.

4.7 To Enforce. The 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 Directors may contract for management, maintenance, and operation of the Condominium.

4.9 To Insure. The 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 (2010), both as amended from time to time.

4.10 To Pay Utility Bills. The Directors shall pay the cost of all utility services rendered to the Condominium and not billed to Owners of individual Units.

4.11 To Hire and Discharge. The Directors may employ personnel and designate other officers 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. The Directors may bring and defend suits and other proceedings and may exercise its business judgment as to whether the interests of the Association are best served with respect to settlement of a matter or whether a suit or other proceeding should be commenced.

4.13 To Deal in Real and Personal Property and Borrow Money. The 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 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. 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, 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. The Directors may, pursuant to Section 718.303, Florida Statutes (2010), impose fines against a Unit not to exceed the maximum permissible by law, for failure to comply with the provisions of the Board policies and resolutions, the Condominium Documents, including the Rules and Regulations, and applicable laws by Owners, occupants, licensees, tenants, and invitees.

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 hearing by being given 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, and as to tenants, to the mailing address for the Unit. Said notice shall include:

(a) A statement of the date, time, and place of the hearing;

(b) 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,

(c) 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 argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a Committee of other Unit Owners. If the Committee does not agree with the 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 a reasonable attorney's fee incurred before trial (including in connection with the preparation for and conduct of fining hearings), at trial, and on appeal. Unit Owners shall be jointly and severally liable for the payment of fines levied against tenants, guests, invitees, or other occupants of a Unit.

4.16 To Appoint Committees. The 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. Committees of the Association as defined in the Section 718.103(7), Florida Statutes (2010), as amended from time to time, shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. 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 Ensure Fire Safety Compliance. The Directors may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the condominium Units with the applicable Fire and Life Safety Code.

4.18 To Approve the Installation of Hurricane Shutters. The Directors shall adopt hurricane shutter 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 shutters are in compliance with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters 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.

4.19 To Exercise Emergency Powers. In the event of any "emergency" as defined in Section 4.19.8 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 (2010), and Section 617.0303, Florida Statutes (2010), as amended from time to time.

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

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

4.19.3 During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

4.19.4 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.

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

4.19.6 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.

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

4.19.8 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:

(a) a state of emergency declared by local civil or law enforcement authorities;

(b) a hurricane warning;

(c) a partial or complete evacuation order;

(d) federal or state "disaster area" status;

(e) 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,

(f) 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.

4.20 To Enter Into Contracts and Borrow Money. The Directors may make contracts and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, or income.

4.21 Suspend Use Rights and Voting Rights. The Directors may suspend a unit owner's use rights of the common elements and voting rights, in accordance with Section 718.303 (3) (2010) as the same may be amended from time to time, where the unit owner is delinquent in excess of 90 days in the payment of any monetary obligation owed to the Association.

5. OFFICERS.

5.1 Executive Officers. The executive 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 peremptorily removed by a majority vote of the Directors at any 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, 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 and 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 Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep and have custody of 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 Directors or the President.

5.5 Treasurer — Powers and Duties. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the Assessment rolls and accounts of the members. He shall keep the books of the Association 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, but shall be entitled to reimbursement of expenses reasonably incurred. 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 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 attorney's fees and appellate attorney's 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 did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership 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.

6.2 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 6.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

6.3 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 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 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 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.

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 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.

6.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 6 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

6.7 Delegation. To the extent permitted by law, the powers and duties of the Directors and officers may be delegated for the purpose of management.

7. MINUTES AND INSPECTION OF RECORDS. Minutes of all meetings of Unit Owners 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 (2010), 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 budget shall be adopted by the Board. A proposed annual budget of Common Expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance, and administration of the Condominium. The proposed budget may also include 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 per Section 718.112(2)(f)2, Florida Statutes (2010), as amended from time to time, the funding of which may be waived or reduced by the Owners. Reserve funds and any accrued interest on the funds shall remain in the reserve account 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 will contain a reasonable allowance for contingencies and provide funds for all operating expenses previously incurred. 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. 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 to the Board, shall call a special meeting of the Unit Owners within 30 days upon not less than 10 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, anticipated expenses by the condominium 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.

8.2 Mailing. A copy of the proposed annual budget shall be mailed or hand-delivered to the Unit Owners not less than 14 days prior to the meeting of the Directors at which the budget will be adopted together with a notice of the meeting.

8.3 Assessments. The annual shares of the Unit Owners of the Common Expenses shall be made payable in installments due monthly or quarterly (as determined by the Board) in advance and 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 Common Expenses. 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 3.7 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 Association 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 is liable for such Unit's Assessments, Charges, or share of the Common Expenses which became due prior to acquisition of title as provided in Section 718.116 (1) of the Florida Condominium Act (2010), as amended or renumbered 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 attorney's fees for collection, including appeals, shall be secured by a continuing lien upon the Unit.

8.8 Lien for Charges. Unpaid Charges due to the Association together with costs, interest, late fees, and reasonable attorney's 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 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 attorney's fees incurred, and then to the Assessment 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 attorney's 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, interest, late fees, costs, and attorney's 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 Depository of the Association in which the funds of the Association shall be deposited, shall be financial institutions authorized to do business in Florida which carry FDIC insurance or equivalent private insurance such as insurance placed through the Society Investor Protection Corporation (SIPC), as shall be designated by the Board of Directors. Alternatively, the Association 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 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 (2010), as amended from time to time, no 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 (2010), as amended from time to time, or 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 (2010), as amended from time to time, and with Section 718.111(13), Florida Statutes (2010), 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 (2010), 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 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 the President of the Association, a majority of the Directors, or by twenty-five percent (25%) 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 BYLAWS. 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 must be approved by a majority of the Board of Directors. The proposed amendment will be adopted if approved by a vote of a majority of the voting interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a *quorum is present* (i.e. a majority of the quorum), or by the written agreement of a majority 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 (2010) Chapter 617, Florida Statutes (2010), 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 (2010), 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. Provided, however, that 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 (2010), 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. 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 attorney's 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 language 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 provisions of these Bylaws is deemed invalid, the remaining provisions shall be deemed in full force and effect.

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