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This instrument prepared by:
Hill Law Firm, P.A.
456 S. Tamiami Trail
Osprey, FL 34229

CERTIFICATE OF RECORDATION
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF GOLDEN STRAND APARTMENTS
AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF GOLDEN STRAND APARTMENTS, INC.
AND
AMENDED AND RESTATED BYLAWS OF GOLDEN STRAND
APARTMENTS, INC.

WE HEREBY CERTIFY THAT the attached Amended and Restated Declaration of Condominium of Golden Strand Apartments was duly adopted in the manner provided in the Condominium Association documents at the membership meeting held April 27, 2016.

Amended and Restated Declaration of Condominium of Golden Strand Apartments, Amended and Restated Articles of Incorporation of Golden Strand Apartments, Inc., and Amended and Restated Bylaws of Golden Strand Apartments, Inc. are attached hereto. All previous site plans of record are incorporated by reference.

IN WITNESS WHEREOF, we have affixed our hands this 9th day of May, 2016, in Sarasota County, Florida.

Carol C. Rigby
Signature

Carol Rigby
Printed Name

Michael Rigby
Witness Signature

Michael Rigby
Printed Name

GOLDEN STRAND APARTMENTS, INC.

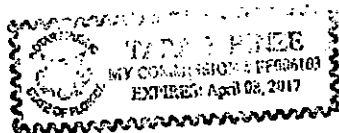
By: Paul Rigby
Paul Rigby, President

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2016070104 46 PG(S)
June 06, 2016 04:08:38 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 9 day of May 2016, by Paul Rigby, as President of Golden Strand Apartments, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.



Michael Rigby
Notary Public, State of Florida

IN WITNESS WHEREOF, we have affixed our hands this 6th day of May, 2016, in Sarasota County, Florida.

[Signature]

Signature of Witness

[Signature]

[Signature]

Printed Name

[Signature]

Witness Signature

Jennifer D. Hatchett

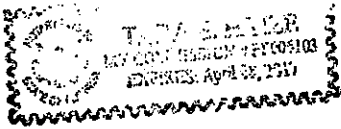
Printed Name

GOLDEN STRAND APARTMENTS, INC.

By: [Signature]
Attest: Diane Kenefic, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 6 day of May 2016, by Diane Kenefic, as Secretary of Golden Strand Apartments, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.



[Signature]
Notary Public, State of Florida

Plus 25
A+B exhibit
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This instrument prepared by:
Cindy A. Hill, Esq.
Hill Law Firm, P.A.
456 S. Tamiami Trail
Osprey, FL 34229

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
GOLDEN STRAND APARTMENTS
A Condominium**

WHEREAS, the original Declaration of Condominium of Golden Strand Apartments, A Condominium, (the "Original Declaration") was recorded in Official Records Book 526, Pages 402, et seq., as amended in the Public Records of Sarasota County, Florida, and Condominium Plat recorded for the Condominium in Condominium Plat Book 1, Page 32, all in the Public Records of Sarasota County, Florida.

Pursuant to Section 718.110(1), Florida Statutes, the Original Declaration is hereby amended and restated in its entirety by the recording of this Amended and Restated Declaration of Condominium of Golden Strand Apartments, A Condominium ("Declaration"). Nothing herein shall in any way alter the configuration or size of any Condominium Unit or the appurtenances to any Unit, the percentage or proportionate share by which the Owner of a Unit shares the Common Expenses, Common Elements and the Common Surplus as created by the Original Declaration amended herein. The purpose of this amendment and restatement is to make certain and specific changes within this Declaration to bring it into compliance with the Florida Condominium Act and the Florida Administrative Code, to incorporate prior amendments to the Original Declaration, and to provide a complete and updated document regarding the restrictions on the units in this Condominium.

This is a substantial rewording of the Original Declaration. See the Original Declaration and prior amendments for prior text.

**ARTICLE I
IDENTIFICATION**

1.1 Name and Location: The name by which this Condominium shall be identified is GOLDEN STRAND APARTMENTS, INC. (the "Condominium"), and is located in Sarasota County, Florida.

1.2 The Lands: The lands which have been previously submitted to the condominium form of ownership are the lands described in Exhibit "A" which is attached hereto and incorporated herein.

1.3 Survey and Plot Plan: A survey of the lands described in Article 1.2 above and a plot plan locating the improvements thereon and identifying each Condominium Unit, a graphic description of the improvements in which the Units are located, and the Common

Elements and their relative locations and approximate dimensions are attached hereto as Exhibit "B" and are incorporated herein, and are also recorded in Condominium Plat Book 1, Page 32, inclusive, of the Public Records of Sarasota County, Florida. The locations, dimensions, description, identification and numbering or lettering of the respective condominium units shall be described in Exhibit "B." A Unit shall consist of the space identified in Exhibit "B." In the event that the actual physical location of any Unit at any time does not precisely coincide with Exhibit "B," the actual physical locations shall control over the locations, dimensions, and descriptions contained in Exhibit "B."

ARTICLE II DEFINITIONS

2.1 **Articles** means the Amended and Restated Articles of Incorporation of the Association, a copy of which is attached to this Declaration as Exhibit "C."

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

2.3 **Association** means Golden Strand Apartments, Inc., and its successors and assigns.

2.4 **Board** means the Board of Directors of the Association which is responsible for the operation and administration of the Association.

2.5 **Bylaws** means the Amended and Restated Bylaws of the Association, a copy of which is attached to this Declaration as Exhibit "D."

2.6 **Common Elements** means the portions of the Condominium Property not included within any Unit as further defined in Article IV hereof, together with all improvements, devices or installations which are of common use or are otherwise necessary for the common use or existence of any other property owned by the Association and for the maintenance and operation of the Condominium or of the Common Elements.

2.7 **Common Expenses** means all expenses for the operation, maintenance, repair, or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, and any other expense designated as a Common Expense by the Act, the Declaration, the documents creating the Condominium, or the Bylaws, as further defined in Article IX hereof.

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

2.9 **Condominium Act** means the Florida Condominium Act (Chapter 718, Florida Statutes) as amended, which shall apply to this Condominium.

2.10 **Condominium Documents** means the Declaration, Articles, Bylaws, and Rules and Regulations, all exhibits to any of them and all amendments thereto as may be adopted from time to time.

2.11 **Condominium Parcel** means the combinations of a Condominium Unit and the undivided share in the Common Elements appurtenant to the Unit.

2.12 **Condominium Property** means the land and personal property that is 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.

2.13 **Condominium Unit or Unit** means that portion of the Condominium Property which is subject to private ownership as defined by the Condominium Act, as further and specifically described in this Declaration and as designated on the Association's Condominium Plats.

2.14 **Declaration or Declaration of Condominium** means this instrument.

2.15 **Guest** means any person (other than the Unit Owner and the family of the Unit Owner) who is physically present in, or occupies a Unit on a temporary basis at the invitation of the Unit Owner or other permitted occupant, without the payment of consideration.

2.16 **Improvements** means all structures, or any portion thereof, and artificial changes to the natural environment (exclusive of landscaping), located on the Condominium Property, including but not limited to the buildings.

2.17 **Institutional Mortgagee** means a bank, savings and loan association, insurance company, real estate or mortgage trust, pension fund, an agency of the United States Government, mortgage banker, or any other lender generally recognized as an institutional-type lender, holding a mortgage on a Unit or Units.

2.18 **Limited Common Elements** means those Common Elements which are reserved for the use of certain Condominium Unit or Units to the exclusion of other Units, as specified in this Declaration and the Association's Condominium Plats.

2.19 **Member** means and refers to any person, natural or corporate, who is a Unit Owner.

2.20 **Occupant**, when used in conjunction with a Unit, refers to a person staying overnight in a Unit.

ARTICLE III DESCRIPTION OF CONDOMINIUM

3.1 **Appurtenances, Possession and Enjoyment:** The Condominium Parcel is a separate parcel of real property owned in fee simple. A Unit shall not be separable from the parcel and shall pass with each Condominium Parcel as appurtenances thereto an undivided share in the Common Elements.

3.2 **Parcels:** The Condominium Property contains five (5) parcels, identified as Parcels A, B, C, D and E on the Plat.

ARTICLE IV COMMON ELEMENTS

4.1 **Undivided Share of Common Elements:** Each Unit shall have as an appurtenance thereto an undivided share in the Common Elements, such share as indicated on Exhibit "B." Any right, title or interest in a Condominium Unit shall automatically carry with it as an appurtenance and without the necessity of specific reference thereto, its respective undivided share of the Common Elements and a right to use the Common Elements in conjunction with the owners of other Condominium Units.

4.2 **Common Elements:** The Common Elements shall include but not be limited to the following:

A. All of the real property heretofore described in Article I of this Declaration and Exhibit "A;"

B. All improvements and parts thereof which are not included within the boundaries of the respective Condominium Units or designated as Limited Common Elements;

C. Any utility areas and installations of utility services which are available to more than one Unit or to the Common Elements, including but not limited to electricity, gas, water, heating, air conditioning, garbage and sewer disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services;

D. All parking areas, driveways, walkways and other means of ingress and egress;

E. All corridors, elevators, stairways and other areas designed for the common use of all Unit Owners;

F. All structural beams and posts within a Unit and any easement of support in any portion of a Unit which contributes to the support of the building;

G. All roadways, sidewalks, paths, and other means of ingress and egress being a part of the Condominium Property;

H. All lighting fixtures used to illuminate the Common Elements;

I. All trees and landscaping;

J. All tangible personal property required for the administration, maintenance and operation of the Condominium and for the common use and enjoyment of the Unit Owners;

K. All conduits and wires up to their outlets and all other utility lines and pipes up to their outlets, regardless of location;

L. All electrical apparatus and wiring, plumbing pipe and apparatus and other ducts, conduits, cables, wires or pipes within the Common Elements and up to the interior surface of the Unit boundary walls;

M. The four (4) designated guest parking spaces and such additional designated guest spaces as may be designated by the Board as allowed by law;

N. The laundry rooms; and

O. The swimming pool, pool area and equipment, and the common area shed.

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

4.4 Limited Common Elements: All areas designated on the Association's Condominium Plats as Limited Common Elements shall be appurtenant to the designated Unit and shall be reserved for the exclusive use of the corresponding Unit Owner, and as follows:

A. The automobile parking spaces designated in the parking area of parcel E. Each Unit has an assigned parking space for the sole use of the Unit's Owner, tenant or guest. There are a total of forty (40) designated parking spaces, twenty-five (25) of which are covered parking.

B. Storage closets for the Units.

C. The Limited Common Elements are reserved for the use of the Units appurtenant thereto to the exclusion of other Units, and there shall pass with a Unit, as an appurtenance thereto, the exclusive right to use the Limited Common Elements so appurtenant.

ARTICLE V UNIT BOUNDARIES

5.1 Unit: Each Unit shall be bounded as to both horizontal and vertical boundaries as shown on the Plats, whether the same exist now or are settlement or movement of the building, or permissible repairs, reconstruction or alterations. The boundary line of each Unit shall extend from the horizontal plane of the unfinished floor to the horizontal plane of the unfinished ceiling, and from the vertical plane of the unfinished interior surface of the common boundary walls to the vertical plane of the unfinished interior surface of the exterior wall, and shall include all doors, windows, and equipment attached to or exclusively servicing such Units. All bearing walls located within a Unit constitute part of the Common Elements to the unfinished surface of said walls.

ARTICLE VI EASEMENTS

The following non-exclusive easements are expressly provided for and granted and/or reserved in favor of the Association, the Unit Owners and Occupants in this Condominium, their successors and assigns, and their guests, invitees, or other authorized occupants or visitors as follows:

6.1 Access: A perpetual easement shall exist for the purpose of ingress, egress, passage and entry in favor of the Unit Owners and their Guests and invitees, and any officer, agent, employee or designee of the Association.

6.2 Utilities: Perpetual, non-exclusive easements are reserved throughout the Condominium Property and improvements as may be required for utility services which may be provided by the Association, its successors and assigns, or by any utility company to provide services to the Condominium. The grant of easement includes the right to install and maintain all necessary equipment upon the Condominium Property and to enter upon the Condominium Property to service same. In the event any Unit, Common or Limited Common Element encroaches upon any utility easement either granted or reserved hereby by plat or otherwise, such encroachment shall entitle the owner or owners of such encroaching property and their mortgagees, if any, to an automatic non-exclusive easement on said utility easement for as long as such encroachment shall continue.

6.3 Encroachments: In the event that any Condominium Unit, Common Element, or Limited Common Element shall encroach upon any of the Common Elements of the Condominium Property or upon any Condominium Unit, for any reason except the intentional or negligent act of another Unit Owner, then an easement shall exist to the extent of such encroachment for so long as the same shall exist. There shall also be a valid easement appurtenant for the maintenance of such encroachments.

6.4 Traffic: A perpetual easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, driveways, recreation facilities, parking areas and lawns and other portions of the Common Elements as may be necessary and intended and designated for such purpose and use for the purpose of going from one portion of the Condominium Property to another, and for vehicular traffic as may be necessary for the Unit Owners, the Association, its assigns, Guests and invitees. Provided, however, that nothing contained herein shall be construed to allow any person or entity to enter upon the Condominium Property unless it is upon an area specifically designated for such traffic and necessary for such ingress and egress as described above and under no circumstances shall such traffic be allowed through or over any Condominium Unit. Provided additionally that no person or entity shall have the right to park upon any portion of the Condominium Property except to the extent that the space may be specifically designated and assigned for parking purposes under the Rules and Regulations of the Association.

6.5 **Maintenance:** Perpetual, non-exclusive easements are reserved throughout the Common and Limited Common Areas of the Condominium Property for maintenance purposes in order to adequately maintain the Condominium.

6.6 **Easement Rights:** The Association shall at all times subsequently have the right, power and authority to declare and create, convey and dedicate, modify, relocate and amend, without joinder and consent of any Unit Owner, mortgagee, or lienor, or, with respect to the Association, reasonable easements over, upon, in and through the Condominium Property for drainage, utility or other purposes and for ingress and egress, provided however, that at the time of the creation of such easements and at the time of the modification or amendment of any such easements, such easements and such modifications and amendments shall not unreasonably interfere with the peaceful and lawful use and enjoyment of the Condominium Property and the Units by the Unit Owners. Such easement rights specifically include an air space easement for the use of the air space occupied by the Units as they exist at any particular time.

ARTICLE VII MAINTENANCE AND IMPROVEMENTS

7.1 **By the Association:** The Association shall maintain, repair and replace at the Association's expense:

A. All portions of the Unit, except interior surfaces, contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the Units, roofs, floor and ceiling slabs, load-bearing columns, and outside doors, other than the kitchen door. Provided, however, that in the event that a Unit Owner desires to replace either or both outside doors to his or her Unit, he or she may undertake such a replacement at his or her sole expense after obtaining the permission of the Board for the replacement, in accordance with uniform standard designs adopted by the Board from time to time.

B. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained within the Common Elements, including but not limited to the common plumbing stacks and common horizontal drains; and all such facilities contained within a Unit which service part or parts of the condominium other than the Unit within which such is contained.

C. All Common Elements areas, included but not limited to the pool, pool area, parking areas, covered parking carports, laundry rooms, storage closets and the common storage shed.

D. All incidental damage caused to a Unit by such work shall promptly be repaired at the expense of the Association.

The Association shall have the irrevocable right to have access to each Unit during reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of any Common Elements and Unit equipment therein or accessible there from, and during any hours for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the Common Elements or to another Unit. The Association may elect to

maintain, repair or replace portions of the Units or Limited Common Elements as a Common Expense in the discretion of the Board in the reasonable exercise of its business judgment, when such maintenance, repairs, or replacements will preserve the exterior appearance of the Condominium, result in cost savings, or otherwise be beneficial to the Condominium and its Members.

Notwithstanding the provisions of the above paragraphs, if, due to the willful, careless or negligent act or omission of a Unit Owner, a member of the family, Guest, invitee or other authorized Occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance shall be required which would otherwise be a Common Expense, then such Unit Owner shall be responsible for such damage and such maintenance as may be determined by the Association.

7.2 By the Unit Owners: Each Unit Owner shall maintain at all times in good condition and repair and replace at his expense:

A. All portions of the Unit except the portions maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of the other Unit Owners.

B. All sliding glass doors, windows, window frames, and window screens.

C. All built-in shelves, cabinets, counters, storage areas and closets.

D. All mechanical, ventilating, heating and air conditioning equipment service for the individual Condominium Unit (whether located within the boundaries of the respective Unit or not, including, but not limited to, compressors for a Unit located within a Unit or on the Common Elements); any and all water heaters; any refrigerators, stoves, ovens, dishwashers and other kitchen equipment; all bathroom fixtures, equipment and apparatus.

E. All electrical, plumbing, telephone and television systems and parts and components thereof, apparatus, equipment, outlets, switches, wires, pipes, and conduits serving only the respective Unit, including but not limited to horizontal plumbing drains within an Unit; all electrical lines between the Unit and its individual service panel or meter, all sanitary facilities, fixtures, and equipment, and all water and waste lines between the Unit and the main distribution lines.

F. All interior doors, walls, partitions, and room dividers.

G. All furniture, furnishings and personal property contained within the respective Unit.

Unit Owners shall promptly report to the Association any defect or need for repairs for which the Association is responsible for remedying.

In the event that an Owner fails or refuses to properly and timely maintain, repair, and replace his Unit and those portions of the Limited Common Elements for which the Owner is responsible, the Association, at the discretion of the Board, may perform such maintenance, repairs and replacements as the Board may deem necessary and the costs thereof shall be

assessed against the defaulting Unit Owner. The Association shall have a lien against a Unit for the costs of any such maintenance, repairs, or replacements to the extent as is provided by the Condominium Act for unpaid assessments, plus interest at the rate of eighteen percent (18%) per annum, and reasonable attorneys' fees incurred by the Association in the collection thereof.

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

7.4 Interpretation: The Board shall have the exclusive authority to interpret this Article VII and to promulgate such uniform and reasonable rules, regulations and policies as shall be necessary or desirable to implement its intended purposes. Such rules, regulations, and policies shall be effective when duly adopted and shall be distributed to each of the Unit Owners as soon as possible after their adoption.

7.5 Alteration of Units or Common Elements by Unit Owners: No Owner shall make or permit the making of any material alterations or substantial additions to his Unit, the Limited Common Elements or the Common Elements, or in any manner change the exterior appearance of any portion of the Condominium Property, without first obtaining the written approval of the Board, which approval may be denied if the Board determines that the proposed modifications or alterations would adversely affect or be detrimental to the Condominium. With the exception of the Units located on the first (1st) floor, hard flooring is not allowed in the living room, bedroom and hallways without the prior approval of the Board. The Board further reserves the right to require that Unit Owners who receive such permission additionally install soundproofing materials in connection with that installation so as to reduce noise. Notwithstanding anything to the contrary, the Board must grant a Unit Owner permission to attach a religious object to the mantle or frame of a Unit's door in the manner permitted in the Condominium Act.

7.6 Unit Owner Maintenance of Alterations of Units or Common Elements: If a Unit Owner makes any modifications, installations or additions to his Unit, the Limited Common Elements or the Common Elements, the Unit Owner and successor in title, shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the costs of repairing any damage to the Common Elements or other Units resulting from the existence of such modifications, installations or additions, and the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium Property; provided however, nothing herein shall be construed to authorize a Unit Owner to proceed with any such work without first obtaining the written approval of the Board as required elsewhere in this Declaration and/or fulfilling the requirements of Chapter 718, Florida Statutes, as applicable.

7.7 **Hurricane Shutters:** Notwithstanding any provisions set forth hereinabove to the contrary, the Board may adopt and approve types, styles and colors of hurricane shutters as standard hurricane shutters for use in the Condominium. A Unit Owner may install such approved shutters without specific consent from the Board provided the hurricane shutters and all attachments and equipment conform in all respects to the approved hurricane shutters plans and specifications. No hurricane shutters except for those approved by the Board shall be permitted.

7.8 **Alteration and Improvement by the Association:** Whenever in the judgment of the Board, the Common Elements or Condominium Property shall require capital additions, alterations or improvements with a cost in excess of twenty percent (20%) of the Association's budget for the year, including reserves, the Association may only proceed if such additions, alterations or improvements have the prior approval of not less than a majority of the Association's total voting interests. This monetary limitation shall not apply to Association expenditures for the purpose of maintenance, repair, replacement, preventative maintenance or compliance with a governmental order or requirement. Further, as provided in the Condominium Act, a Board decision to install energy efficient devices in the Common Elements or on the Condominium Property for the benefit of all Unit Owners does not require approval by the Membership.

ARTICLE VIII THE CONDOMINIUM ASSOCIATION

8.1 **Association:** The operation of the Condominium shall be by the Association. The Association shall have all the powers, rights, and duties set forth in this Declaration, the Bylaws and the Rules and Regulations enacted pursuant to such Bylaws and the Condominium Act and Chapter 617, Florida Statutes, as amended.

8.2 **Limitation Upon Liability of the Association:** Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Owners or persons.

8.3 **Ownership of Common Elements and Common Surplus:** Each Unit shall have an undivided percentage interest in the Common Elements and Common Surplus. The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

8.4 **Share of Common Expenses:** Each Unit Owner shall be responsible for the payment or a proportionate share of the Common Expenses.

8.5 **Voting Rights:** Subject to the applicable provisions of the Bylaws, a Unit Owner is entitled to one vote for each Unit owned. In the event that the Unit shall be owned by more than one individual, then all owners of such Unit shall agree upon and designate, in writing, the

name of one of the individual Unit Owners of that Unit as the designated voter, which written designation of voter shall be filed with the Association. Only the Unit Owner so designated shall be entitled to vote the one vote for the subject Unit.

8.6 Restraint Upon Separation and Partition of Common Elements: The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit. The shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements shall be permitted.

ARTICLE IX COMMON EXPENSES

9.1 Common Expenses: The Common Expenses means all expenses properly incurred by the Association in the performance of its duties, and shall include all items described in the Condominium Act and the following:

A. Costs of operation, maintenance, repair and replacement of the Common Elements, and Limited Common Elements and those portions of the Unit for which the Association is responsible pursuant to the Condominium Act or the Declaration;

B. Costs of management of the Condominium and administrative costs of the Association including without limitation professional fees and expenses;

C. Costs of water and sewage service, electricity, and other utilities which are not metered to individual Units;

D. Labor, material and supplies used in conjunction with the Common Elements or Limited Common Elements;

E. Damages to the Condominium Property in excess of insurance coverage and reasonable insurance deductibles as provided for by the Board;

F. Compensation of a general manager and other expenses incurred in the management of the Condominium Property;

G. Premium costs of fire, windstorm, flood, directors' and officers' liability, and other property insurance, casualty insurance, and liability insurance as provided herein;

H. The cost of such additional land and improvements as may be purchased and added to the Condominium as Common Elements or Association property by action of the Board as provided herein; and

I. All other costs or expenses that may be duly incurred by the Association through its Board in operating, protecting, managing and conserving the Condominium Property and in carrying out its duties and responsibilities as provided by the Condominium Act, the Declaration, the Articles and the Bylaws.

9.2 **Percentage of Sharing of Common Expenses.** Each Unit Owner shall be liable for a share of the Common Expenses in an undivided share as indicated on Exhibit "B," with each owning and sharing the decimal interest shown on that Exhibit. Additionally, Unit Owners whose Units have assigned to them a Limited Common Element covered parking space shall share in equal one twenty-sixth (1/26th) amounts in the cost of any repairs, replacement and improvements to the covered parking roof or roof supports, including any deductible portion of an insurance claim of damage or loss.

ARTICLE X INSURANCE

All insurance policies purchased by the Association covering portions of the Condominium Property shall be governed by the following provisions:

10.1 **Authority to Purchase:** All insurance policies upon the Condominium Property (except for the individual Units and their contents) shall be purchased by the Association and the named insured shall be the Association, individually and as agent for the Unit Owners, naming them and their mortgagees as their interest may appear. Provisions shall be made for the issuance of mortgage certificates, endorsements and memoranda of insurance to the mortgagees of the Unit Owners.

10.2 **Responsibility of Unit Owners:** It shall not be the responsibility or the duty of the Association to obtain insurance coverage upon the Units, or insurance for personal liability, personal property or living expenses of any Unit Owners, but Unit Owners are authorized to obtain such insurance at their own expense provided that such insurance shall not be of such nature to affect the policies purchased by the Association. The Association shall have the authority to require Unit Owners to provide copies of all insurance policies obtained by the Owner.

10.3 **Mortgagee Approval:** Any institutional first mortgagee holding a mortgage encumbering a Condominium Unit shall have the right for so long as it owns and holds such mortgage, to approve the insurer on all insurance policies covering the Condominium Property, which approval shall not be unreasonably withheld. If requested, the Association shall submit to the mortgagee proof of payment of the annual premiums on all such insurance policies purchased by the Association.

10.4 **Coverage:** The Association shall maintain insurance as follows:

A. **Casualty:** Casualty insurance protection for all portions of the Condominium Property as originally installed or replacement of like kind and quality, in accordance with the original Condominium plans and specifications, and all alterations or additions made to the Condominium Property pursuant to the Condominium Act. The coverage afforded by such policies shall exclude all personal property within the Unit or Limited Common Elements, and floor, wall and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware and similar window treatment components, or replacements of any of the foregoing, and all other

items addressed by the Condominium Act, as amended. Such coverage shall afford protection against the following:

1. Damage by fire or other hazards covered by standard extended coverage endorsement; and

2. Such other risks as shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

B. Liability: The Association shall maintain comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences in amounts as required by the Board.

C. Workmen's Compensation: Workmen's Compensation insurance if required by law or deemed necessary by the Board.

D. Flood: Flood Insurance if required by Florida law, or if deemed necessary by the Board.

E. Additional Coverages: Directors and Officers Insurance, or any such other insurance if deemed necessary by the Board.

10.5 Premiums: Premiums for insurance policies purchased by the Association shall be paid for by the Association as a Common Expense.

10.6 Insurance Trustee and Share of Proceeds: All insurance policies obtained by the Association shall be for the benefit of the Association, the Unit Owners and their Mortgagees, as their respective interests may appear, and shall provide that all proceeds shall be paid to the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective Mortgagees in the following shares, but which shares need not be set forth on the records of the Association:

A. Insured Property: Proceeds on account of damages to the insured property shall be held in undivided shares for each Unit Owner, such shares being the same as an Owner's share in the Common Elements and Common Surplus appurtenant to each Unit as set forth in the Declaration.

B. Mortgagees: Except as provided herein, no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and Mortgagee pursuant to the provisions of the Declaration.

10.7 Distribution of Proceeds: Proceeds of insurance policies received by the Association shall be distributed to and for the benefit of the beneficial Unit Owners, and

expended or disbursed after first paying or making provision for the payment of the expenses of the Association in the following manner:

A. Expenses of Trustee: All expenses of the Insurance Trustee shall be first paid or provisions made therefore.

B. Reconstruction or Repair: If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners with remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee. Said remittance shall be made solely to an institutional first Mortgagee when requested by such Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

C. Failure to Reconstruct or Repair: If it is determined in the manner elsewhere herein provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be disbursed to the beneficial owners, with remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee. Said remittance shall be made solely to an institutional first Mortgagee when requested by such Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

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

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

10.10 Assessments: If the proceeds of insurance are not sufficient to defray the estimated costs of the reconstruction and repair by the Association, or if at any time during reconstruction and repair, the funds for the payment of the costs thereof are insufficient, the Association shall pay over sufficient amounts to provide funds to pay the estimated costs, which amount shall be part of the Common Expenses of the Association assessed against the Unit Owners.

**ARTICLE XI
RECONSTRUCTION OR REPAIR AFTER CASUALTY**

11.1 Partial Destruction: If less than ninety percent (90%) of the amount of the casualty insurance applicable to the building is forthcoming by reason of a casualty, then the building shall be reconstructed and repaired unless seventy-five percent (75%) of the owners and all of the institutional mortgagees holding first mortgages on the units shall within sixty (60) days after the casualty agree in writing that the same shall not be reconstructed or repaired.

11.2 Total or Substantial Destruction: If ninety percent (90%) or more of the casualty insurance applicable to the building is forthcoming by reason of a casualty, then the building shall not be reconstructed or repaired unless within sixty (60) days after casualty seventy-five percent (75%) of the owners of the Units and all institutional mortgagees holding first mortgages upon the Units shall agree in writing that the same shall be reconstructed or repaired.

11.3 Surplus: It shall be presumed that the first moneys disbursed in payment of cost of construction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated.

11.4 Plans and Specifications: Any reconstruction or repair must be substantially in compliance with the plans and specifications of the original building, or if not, in accordance with the plans and specifications approved by the Board, and if the damaged property is a building housing Units, the approval of the Units in the building shall also be obtained, which approval shall not be unreasonably withheld. The approval of the plans and specifications of institutional first mortgagees holding mortgages on the Units involved must also be obtained prior to reconstruction.

11.5 Institutional Lender's Right to Advance Premiums: Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements of the institutional lender holding the greatest dollar volume of Unit mortgages, such institutional lender(s) shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, the mortgagee(s) shall be subrogated to the assessment and lien rights of the Association against the individual Unit Owners for payment of such item of Common Expense.

**ARTICLE XII
OCCUPANCY AND USE RESTRICTIONS**

In order to provide for the congenial occupancy of the Condominium Property and to better protect the values of the Units, the use of the Units and Condominium Property shall be restricted by and in accordance with the following provisions as long as the Condominium exists:

12.1 Alteration: Unit Owners may not alter the exterior of the Unit or building or otherwise change the exterior appearance of the building without the prior written approval of the Board. Unit Owners must receive such approval prior to construction affecting the exterior of a Unit so that the Board may ensure that the Common Elements or other Units are not adversely affected by such construction. The Board shall have the authority to adopt and implement application and approval procedures.

12.2 Nuisance: No Unit Owner shall permit loud and objectionable noises or obnoxious odors to emanate from the Unit or on the Condominium Property which may cause a nuisance to the occupants of other Units in the sole opinion of the Board. Further, no machine or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television or radio reception in other Units. The Board shall have the authority to implement rules and regulations regarding noise restrictions.

12.3 Parking: Parking spaces shall be assigned to individual Units. Only well maintained passenger vehicles with current license tags registered to Unit Owners, their tenants, guests or invitees may park on the Condominium Property. No Unit Owner nor his Guests, licensees or invitees shall keep or park on the Condominium Property any trailer, camper, motorcycle, boat, motorhome, mobile home, truck or other similar vehicles. Additionally, no commercial vehicles shall be permitted to remain upon any portion of the Condominium Property, other than for temporary parking while servicing a Unit or the Condominium Property. Any van which is intended to be used primarily for the purpose of carrying goods, and/or with commercial language or advertising on its exterior, shall be deemed a commercial vehicle. Minivans, sports utility vehicles, pickup trucks, and other vehicles intended primarily for the transportation of passengers may be parked on the Condominium Property, as long as any part of such vehicles do not exceed nineteen feet, six inches (19' 6") in length or extend into the driveway more than nineteen feet, six inches (19' 6") from either end of the curb stop. The measurement of such lengths is deemed to include hitches, racks, and any other extensions installed on a vehicle. Vehicles parked on the Condominium Property which violate this Section are subject to being towed.

12.4 Pets: No pet, including, but not limited to, animals, reptiles, fish, or birds, shall be kept or harbored in the Condominium or in any Unit.

12.5 Single Family Residence: No Unit may be used for any purpose other than a single family residence. Single family shall mean one person or a group of two or more persons living together as a family unit. This restriction shall not be construed to prohibit any Owner from keeping his personal, business or professional records in his Unit, or from handling his personal, business, or professional phone calls or written electronic correspondence in and from his Unit. Such uses are expressly declared customarily incident to use. This Section is, however, intended to prohibit commercial or business activity within or from a Unit which would, in the sole discretion of the Board, unreasonably disrupt the ambiance of the building, or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of the Condominium by persons making deliveries or pick-ups, by employees or other business associates, or by customers or clients.

12.6 Family and Guest Use: When not in residence, Unit Owners may allow their family members to use their Unit. Such family members are defined as the parents, siblings, adult children, and their respective families. No Unit may have a guest under the age of (18) unless such guest is also accompanied by an adult. Any guests in a Unit when the Unit Owner is not in residence, who are not such family members, shall be considered tenants subject to the Association's restrictions in Article XIII below.

12.7 Lawful Use: The occupants and owners of each Unit shall not make any use of a Unit which violates any laws, ordinances, or regulations of any governmental body.

12.8 Partition and Structural Alterations: No condominium parcel or Unit shall be divided or subdivided or severed from the realty, nor shall any Unit be subject to partition in kind, and all Unit Owners do, by their acceptance of a conveyance of a Unit waive any right to a partition in kind. No structural alterations or structural changes shall be made on or in a Unit without prior written approval of the Board.

12.9 Television and Outdoor Installations: Unit Owners shall not erect, construct or maintain any wire, television or other antennas, satellite dish, garbage or refuse receptacles, exposed or outside storage containers, or other equipment or structures on the exterior of the building or on or in any of the Common Elements, except with the written consent of the Board.

12.10 Laundry Drying: No Unit Owner shall hang any laundry, garments, rugs, drapes, spreads or household articles or goods of any sort which are visible from outside the Unit.

12.11 Garbage: No Unit Owner may dispose of or keep refuse, trash or garbage in or on any exterior area of the Owner's Unit or on the Common Elements, except in those receptacles approved by the Association. The use of garbage disposals is prohibited.

12.12 Signage: No signs of any type, including, but not limited to "For Rent" or "For Sale" signs, shall be maintained, kept or permitted on any part of the Common Elements or in or on any Unit where the same may be viewed from the Common Elements, except for the entrance sign and any other signs deemed necessary by the Board in its sole discretion. Additionally, a Unit Owner may display one (1) "For Sale" or "For Rent" sign of such size and content as shall be approved by the Board, on the Building bulletin boards during the time that the Unit is actively listed for sale or rent.

12.13 Hazards: No Unit owner shall allow any fire, flood or health hazard to exist in a Unit. All walkways are to be kept clear at all times.

12.14 Rules: Reasonable rules concerning the use of the Condominium Property may be made and amended by the Association, in the manner provided by its Articles and Bylaws. Copies of such Rules and Regulations thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium by request.

ARTICLE XIII
SALE, TRANSFER, OR LEASE OF A UNIT OR COVERED PARKING SPACE

13.1 Approval Required: In recognition of the close proximity of the Units and the compact living conditions existing in the Condominium, the mutual utilization and sharing of the Common Elements, including the recreational facilities, and the compatibility and congeniality which must exist between Unit Owners and Occupants in order to make the community enjoyable for all parties of interest, it shall be necessary for the Board, or its duly authorized officers, agents or committee, to approve in writing all sales, transfers, leases or occupations of a Unit before such sale, transfer, lease or occupation shall be valid and effective. The Association shall approve or disapprove the proposal to sell, transfer or lease within thirty (30) days after the receipt of such notice. Failure of the Association to act as such within thirty (30) days shall be deemed to constitute approval of the proposed transaction.

13.2 Approval and Qualification: Written application for such approval shall contain such information as may be required by application forms promulgated by the Board and may be accompanied by a transfer fee, but no such fee shall exceed the expenditures reasonably required for review of the application, nor shall such fee exceed that permitted by law. An interview of the proposed purchaser(s) or occupant(s), as applicable, for any proposed sale is required. When considering such application and interview, as applicable, consideration shall be given to good moral character, social compatibility, personal habits, and financial responsibility of the proposed purchaser, transferee, lessee or occupant (hereinafter "Applicant"). As such, to be qualified or approved by the Board, the Applicant shall not have been convicted (either via an adjudication of guilt or a withhold of adjudication) of heinous crimes, such as murder, sexual battery, child molestation, rape or their equivalent under Federal or State laws. No person who is classified as a sexual offender or a sexual predator under Florida law shall be permitted to be an Owner, tenant or Occupant. It shall be the responsibility of each Owner to check with the Florida Department of Law Enforcement's ("FDLE") website (currently www.fdle.state.fl.us) prior to entering into a sale or lease with any person and prior to permitting any person to permanently occupy the Owner's home to ensure the Owner's compliance with this restriction. The Owner shall not be held responsible if a person or conviction record is added to the FDLE's website after the date the Owner conducts his or her original search. A waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver or estop the Association from enforcing this provision in any other instance. A lessee shall not assign his lease or sublet or assign his Unit without the prior written approval of the Board.

13.3 Limitations on Leasing: Unit Owners may only lease one (1) Unit regardless of the number of Units they own. For the purposes of this limitation, family members of a Unit Owner shall not be considered tenants. Any entities owning Units within the Association shall be considered individual Unit Owners unless it can be established to the Board's satisfaction, in its sole discretion, that the entity's unit or units is or are being used for family and not for third party tenants.

13.4 Limitation on Terms of Lease: The terms of leases for the Condominium Units are restricted as follows:

A. Units may be leased only twice during each twelve (12) month period beginning July 1.

B. The total of all leases during each twelve (12) month period beginning July 1 shall not exceed one hundred eighty-two (182) days.

C. Occupancy of tenants in a Unit is limited to two adult tenants per bedroom.

D. In the event that a tenant has overnight guests, there may be no more than two (2) such guests at any one time, and no tenant may have overnight guests more than twice in any one (1) month.

13.5 Disapproval: In the event that a lease, sublease, assignment or occupation of a Unit is disapproved, the Unit shall not be leased, subleased, assigned or so occupied by that disapproved Applicant. In the event that legal proceedings are commenced against the Association, or any Unit Owner or Applicant fails to comply with this Article XIII, the prevailing party in any proceeding shall be entitled to all costs and reasonable attorneys' fees.

13.6 Tenant Compliance: The Unit Owner is responsible for ensuring that all Guests and tenants abide by all Association Rules and Regulations and restrictions. The Unit Owner shall be jointly and severally liable with the tenant to the Association to repair any damage to the Condominium resulting from any acts or omissions of a tenant or a tenant's guests (as determined in the sole judgment of the Association) and to pay for injury or damage to property caused by the negligence of the tenant or the tenant's guests and special assessments may be levied against the Unit Owner in connection therewith. All leases shall be subordinate to any lien filed by the Association, whether prior to or subsequent to such lease.

13.7 Mortgagee Foreclosure: Notwithstanding the above, this Article shall not be applicable on the sale of a condominium Unit by an institutional first mortgagee after such mortgagee shall have acquired title as a result of a foreclosure of its mortgage or as a result of a deed in lieu of foreclosure; provided further that the foregoing provisions shall not be applicable to purchasers at foreclosure sales on institutional first mortgages.

13.8 Assigned Covered Parking Spaces: Covered parking spaces assigned to a Unit may be transferred only with 1) the sale, lease or transfer of the Unit to which the space has been assigned; or 2) an exchange of designated parking spaces with another Unit Owner with the prior written consent of the Board, which consent shall not be unreasonably withheld.

ARTICLE XIV ASSESSMENT AND LIENS

The Association has the power to adopt the Association's budget, and to levy and collect Assessments against each Unit and Unit Owners in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association, including regular Assessments for each Unit's share of the Common Expenses as set forth in the annual budget, including reserves, and Special Assessments for unusual, non-recurring or unbudgeted Common Expenses, as provided in the Declaration and the Bylaws. The Association

may also levy special charges and fines against any individual Unit for any amounts other than Common Expenses which are properly chargeable against such Unit under the Declaration or the Bylaws. Assessments shall be levied and payment enforced as follows:

14.1 Liability for Assessments: The Owner of each Unit, regardless of how title was acquired, is liable for all Assessments or installments thereon coming due while he is the Owner. Except as otherwise provided in the Condominium Act, whenever title to a Condominium Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid Assessments against the transferor to the fullest extent allowed by law, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. If a member shall fail to pay any assessment, or part of it, when due, the Board shall mail notice of default to the member and shall have the authority to turn the collection matter over to the Association's attorney. Tenants and leasees within the Condominium are liable to the Association for unpaid assessments in the manner provided in the Condominium Act, as amended.

14.2 Collection: If a member shall fail to pay any Assessment, or part of it, when due, the Board shall mail notice of default to the member and shall have the authority to turn the collection matter over to the Association's attorney. Once a Unit Owner is past due in the payment of any assessment or installment thereon then each payment due shall bear interest at the highest rate allowed by law from the date first due until paid and shall incur a late charge of an amount of the greater of twenty-five dollars (\$25.00) or five-percent (5%) of the assessment for each delinquent installment that the payment is late. All payments upon account shall be credited as provided in the Condominium Act, as amended.

14.3 No Waiver or Excuse from Payment: The liability for Assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Elements, by abandonment of the Unit for which the Assessments are made, or by interruption in the availability of the Unit or the Common Elements for any reason whatsoever. No Unit Owner may be excused from payment of his share of the Common Expenses unless all Unit Owners are likewise proportionately excused from payment, except as may otherwise be permitted by law.

14.4 Lien for Assessments and Collection: The Association shall have a lien against each Unit for any unpaid assessments, interest, late fees, costs, and attorneys' fees, with respect thereto, as provided in the Condominium Act, as amended, and the Association's governing documents. Assessments and installments on them not paid when due shall bear interest up to the highest amount allowed by the Condominium Act, as determined by the Board from time to time, from the date due until the date paid. The lien shall be effective from and after recording a claim of lien in the Public Records of Sarasota County, Florida, stating the description of the Unit, the name of the record owner, the amount due and the due date. The lien shall be in effect until all sums secured by it have been fully paid.

14.5 Lien Foreclosure: The Association may bring an action in its name to foreclose a lien for unpaid assessments in the manner provided in the Condominium Act and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights.

14.6 **Acceleration of Assessments:** If a unit owner shall be in default in the payment of an assessment installment for more than thirty (30) days, the Board may accelerate the remaining installments of the assessment upon notice to the Unit Owner, and then the total unpaid balance of the annual assessment shall come due and payable upon the date stated in the notice.

ARTICLE XV AMENDMENT OF DECLARATION

15.1 **Vote Required:** This Declaration may be amended at any time by the affirmative vote of the majority of the Unit Owners. Notice of the subject matter or proposed amendment shall be included in the notice of the meeting at which the proposed amendment is considered.

15.2 **Correction of Errors:** If there is an unintentional omission or error in this Declaration or in other documents required by Florida law to establish the Condominium, the Board may correct the error or omission by following the procedure set forth in the Condominium Act.

15.3 **When Additional Consent is Required:** Unless otherwise specifically provided to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, change voting rights, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus, unless the record Owner(s) thereof, and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment. Additionally, no amendment shall be effective which shall impair or prejudice the rights or priorities of any mortgages or change the provisions of this Declaration with respect to institutional first mortgage holders without the written approval of all institutional mortgagees of record.

ARTICLE XVI TERMINATION

16.1 **Termination:** The Condominium may be terminated at any time in the manner provided by the Condominium Act, as amended, or as further provided herein.

16.2 **Agreement:** The Condominium may be terminated by the approval in writing of all Unit Owners therein, and by all record owners of mortgages thereon.

ARTICLE XVII MISCELLANEOUS

17.1 **Severability:** The invalidity or unenforceability in whole or in part of any covenant or restriction or any article, section, subsection, sentence, clause, phrase or word or other provision of this Declaration shall not affect the remaining portions thereof.

17.2 Headings and Capitalization: The headings of paragraphs or sections herein, and the capitalization of certain words are for convenience purposes only, and shall not be used to alter or interpret the provisions herein.

17.3 Waiver: No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may have occurred.

17.4 Gender Neutral Language: Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural.

17.5 Binding Effect: All provisions of this Declaration shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration is duly revoked and terminated, whichever event shall come first.

EXHIBIT "A"

A condominium of Lots 5, 6, 7, 8 & the West ½ of Lot 4, Block 29, Gulfview Section of Venice as recorded in Plat Book 2, Page 77 of the Public Records of Sarasota County, Florida. All lying and being in Section 12, TWP 39-5, Range 18E.

EXHIBIT "B"

The Condominium consists of forty (40) Units in two (2) buildings containing twenty (20) Units each. The buildings are located on Parcels A and C, as indicated on the Plat. Each Unit has an undivided share in the Common Elements, such share being as follows:

<u>PARCEL A</u>	<u>SHARE</u>
Unit No. 101	2.856%
Unit No. 102	2.114%
Unit No. 103	2.114%
Unit No. 104	2.865%
Unit No. 201	2.856%
Unit No. 202	2.114%
Unit No. 203	2.114%
Unit No. 204	2.865%
Unit No. 301	2.856%
Unit No. 302	2.114%
Unit No. 303	2.114%
Unit No. 304	2.865%
Unit No. 401	2.856%
Unit No. 402	2.114%
Unit No. 403	2.114%
Unit No. 404	2.865%
Unit No. 501	2.856%
Unit No. 502	2.114%
Unit No. 503	2.114%
Unit No. 504	2.865%
<u>PARCEL C</u>	<u>SHARE</u>
Unit No. 101	2.856%
Unit No. 102	2.114%
Unit No. 103	2.114%
Unit No. 104	2.865%
Unit No. 201	2.856%
Unit No. 202	2.114%
Unit No. 203	2.114%
Unit No. 204	2.865%

Unit No. 301	2.856%
Unit No. 302	2.114%
Unit No. 303	2.114%
Unit No. 304	2.865%
Unit No. 401	2.856%
Unit No. 402	2.114%
Unit No. 403	2.114%
Unit No. 404	2.865%
Unit No. 501	2.856%
Unit No. 502	2.114%
Unit No. 503	2.114%
Unit No. 504	2.865%