



Prepared by and Return to:
Michael W. Cochran, Esq.
Law Offices of Wells | Olah | Cochran, P.A.
3277 Fruitville Road, Bldg. B
Sarasota, FL 34237
Telephone: (941) 366-9191

CERTIFICATE OF AMENDMENT

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
SEA SHELL, A CONDOMINIUM**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
AND
AMENDED AND RESTATED BYLAWS
OF
SEA SHELL CONDOMINIUM ASSOCIATION, INC.**

We hereby certify that the attached amendments to the Declaration of Condominium, Articles of Incorporation and Bylaws of **SEA SHELL CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation** (herein, the "Association") were adopted at the annual membership meeting of the Association on October 24, 2022 and continued to November 16, 2022, by the affirmative vote of two-thirds (2/3) of the voting interests which is sufficient for approval under Article 9 of the Declaration of Condominium, Article X of the Articles of Incorporation and Article XV of the Bylaws. The Association further certifies that the attached amendments were proposed and adopted as required by the governing documents and applicable Florida law.

The **Declaration of Condominium for Sea Shell, a Condominium** was recorded at Official Records Book 1093, Page 705, et seq. of the Public Records of Sarasota County, Florida.

DATED this 21st day of November, 2022.

Signed, sealed and
delivered in the presence of:

Sign: Maria F Mitchell

Print: Maria F Mitchell

Sign: Paula Powell

Print: Paula Powell

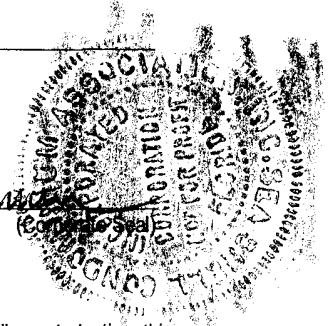
STATE OF OHIO
COUNTY OF Hamilton

SEA SHELL CONDOMINIUM ASSOCIATION, INC.,
a Florida not for Profit Corporation

By: Cheryl Hill
Cheryl Hill, President

ATTEST:

By: Dennis Palmer
Dennis Palmer, Secretary



21st The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this day of November, 2022, by Cheryl Hill as the President of **SEA SHELL CONDOMINIUM ASSOCIATION, INC.,** a Florida corporation, on behalf of the corporation, who is personally known to me or has produced DRIVER'S LICENSE as identification.

NOTARY PUBLIC

Sign: Nathan Walter

Print: Nathan Walter
My Commission expires: 12-13-25



NATHAN WALTER
Notary Public
State of Ohio
My Comm. Expires
December 13, 2025

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
SEA SHELL CONDOMINIUM

*[Substantial rewording of Declaration. See existing
Declaration and amendments thereto for present text.]*

WHEREAS, the original Declaration of Condominium of SEA SHELL CONDOMINIUM was recorded at Official Records Book 1093, Page 705 et seq. of the Public Records of Sarasota County, Florida; and

WHEREAS, given the substantial number of changes being proposed to the Declaration of Condominium, the Unit Owners and the Association believe that using underlines to indicate the words added and ~~strike-throughs~~ to indicate the words deleted would hinder rather than assist in the understanding of these substantial amendments; and

WHEREAS, the Board of Directors of SEA SHELL CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, proposed and approved this Amended and Restated Declaration of Condominium at a duly-noticed Board of Directors' meeting.

NOW THEREFORE, the membership of SEA SHELL CONDOMINIUM ASSOCIATION, INC. does hereby amend and restate the Declaration of Condominium of Sea Shell Condominium for the purpose of including all previously recorded amendments and additional changes made herein, and does hereby adopt and approve this document, which shall be a covenant running with the Condominium Property and binding all existing and future Unit Owners and all others having an interest in the Condominium or using the Condominium Property.

1. NAME OF CONDOMINIUM AND NATURE OF RESTRICTIONS.

1.1 **Name of Condominium.** The name by which this Condominium shall be known and identified is SEA SHELL CONDOMINIUM ("Condominium").

1.2 **Nature of Restrictions.** All the restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein and shall be binding upon all parties or persons subsequently owning property in the Condominium, and in consideration of receiving and by acceptance of a conveyance, grant, devise, rental or mortgage, all grantees, devisees, lessees, and assigns and all parties claiming by, through or under such persons, agree to be bound by all the provisions hereof. Both the burdens imposed and the benefits shall run with each Unit and the interests in Common Elements as herein defined.

2. SURVEY AND FLOOR PLAN.

2.1 **Development of Condominium.** The Developer constructed the Condominium upon the following described real property:

Commence at the center of the west wing wall on Old Stickney Point Bridge; thence S 51° 05' W along the center line of Old Stickney Point Road, 1375.5 ft. to intersect a point on the centerline of Midnight Pass Road; thence continuing along said line 25.0 ft. to intersect a point on the W' ly R/W of Midnight Pass Road for a

P.O.B.; thence S 38° 37'10" E along said R/W line 109.83 ft.; thence S 52°46' W, 344.60 ft. to a point; thence South 51°05' W, 509.60 ft. more or less to the mean high water line of the Gulf of Mexico; thence NW'ly along the meanders of said mean high water line 105.0 ft. more or less to intersect a line bearing S 51°05'W from the P.O.B.; thence N 51°05'E along said line, 820.8 ft. more or less, to the P.O.B.

Being and lying in Section 19, Twp. 37 S. Rge. 18 E., Sarasota County, Florida and containing 1.95 acres more or less.

2.2 **Survey of the Land.** A survey of said Land and plot plan locating the improvements thereon and identifying each Condominium Unit and the Common Elements and their relative locations and approximate dimensions are attached hereto as Exhibit "A" and are recorded in Condominium Book 8, Pages 49 and 49A of the Public Records of Sarasota County, Florida.

2.3 **Unit Boundaries.** Locations, dimensions, and descriptions of the respective Condominium Units shall be as described in Exhibit "A" and subsequent amendments thereto as hereinafter provided. A Unit shall consist of the space bounded by the vertical projection of the respective Unit boundary line shown in Exhibit "A" and subsequent amendments representing the surface of the outside finished walls where applicable and from the plane from the bottom of the foundation of the structure to the plane of the peak of the roof and shall include the roof overhang, eaves, window sills, balconies/terraces/porches/patios, stoops, and all projecting integral parts of the structure and balconies. In the event that the actual physical location of any Unit, at any time, does not precisely coincide with Exhibit "A" and subsequent amendments, the actual physical location shall control over the location, dimensions and descriptions contained in Exhibit "A" and subsequent amendments. In the event of a total or substantial destruction of the building, the locations, dimensions, and descriptions of the respective Units as contained in Exhibit "A" and subsequent amendments will then control. Architectural plans of all structures in the Condominium shall be retained by the Association and be made available for use by all persons properly having an interest therein.

2.4 **Prohibition of Further Subdivision.** The space within any of the Units and the Common Elements shall not be further subdivided.

3. **THE CONDOMINIUM ACT AND DEFINITIONS.**

3.1 **The Condominium Act.** Chapter 718, Florida Statutes, as it may be amended from time to time, is incorporated hereto by reference, and all provisions thereof shall apply to this Condominium to the extent that it is inconsistent with the provisions contained in this Declaration.

3.2 **Definitions.** The terms used in this Declaration of Condominium, the Articles of Incorporation, and the Bylaws shall have the meanings stated below and in the Condominium Act, unless the context otherwise requires.

3.2.1 "Articles of Incorporation" means the Articles of Incorporation for SEA SHELL CONDOMINIUM ASSOCIATION, INC., as subsequently amended from time to time.

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

3.2.3 "Association" means SEA SHELL CONDOMINIUM ASSOCIATION, INC., a Florida not for Profit Corporation.

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

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

3.2.6 "Bylaws" means the Bylaws of the Association, as subsequently amended from time to time.

3.2.7 "Common Elements" means the portion of the Condominium Property not included in the Units and shall include without limitation those items identified in Article 5 of this Declaration.

3.2.8 "Common Expenses" include the expenses properly incurred by the Board in performance of its duties, including without limitation the expenses specified in Section 718.115, Florida Statutes. Common Expenses also include the following: administration, operation, repair, replacement, protection, preventative maintenance and maintenance of the Condominium Property; the expenses of maintenance, operation, repair and replacement of the Common Elements and other expenses declared to be Common Expenses in the Declaration and by the Bylaws, any other valid charge against the Condominium as a whole, basic cable television expense if so approved by the Board, and if any unpaid share of Common Expenses or Assessments is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure of a superior lien, the unpaid share of Common Expenses or Assessments.

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

3.2.10 "Condominium" means SEA SHELL CONDOMINIUM.

3.2.11 "Condominium Act" means Chapter 718, Florida Statutes, as amended from time to time. The Condominium Act is incorporated herein by reference and all provisions thereof shall apply to this Condominium except that this Declaration and the exhibits incorporated herein shall control to the extent that the Condominium Act allows such documents to vary the provisions of the Condominium Act.

3.2.12 "Condominium Association" or "Association" means SEA SHELL CONDOMINIUM ASSOCIATION, INC., the entity responsible for the operation, maintenance, and management of the Condominium.

3.2.13 "Condominium Documents" mean the Declaration of Condominium, the Condominium Plats, Surveys, Plot Plans, graphic description of improvements of record, the Articles of Incorporation and the Bylaws, Rules and Regulations, all as amended from time to time.

3.2.14 "Condominium Parcel" is a separate parcel of real property, the ownership of which is fee simple, and means a Unit, together with the undivided share in the Common Elements as designated herein as appurtenant to that Unit. By virtue of the Condominium Act, such undivided share of the Common Elements: (i) cannot be separated from the Unit, (ii) must pass with the title to the Unit, (iii) cannot be conveyed or encumbered except together with the Unit, and (iv) must remain undivided with no right on the part of any Unit Owner to an action for partition of the Common Elements. Also appurtenant to a Unit is an exclusive easement for the use of the air space occupied by the Unit, an undivided share of the Common Surplus, and the exclusive right to use Limited Common Elements reserved to that Unit.

3.2.15 "Condominium Property" means and includes the Land, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

3.2.16 "Declaration" or "Declaration of Condominium" means the Declaration of Condominium of Sea Shell Condominium (which was originally recorded at Official Records Book 1093, Page 705 et seq. of the Public Records of Sarasota County, Florida; and as subsequently amended from time to time.

3.2.17 "Guest" means 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).

3.2.18 "Land" or "Lands" shall mean the real property described in Article 2 of the Declaration.

3.2.19 "Rental" means the grant by a Unit Owner of a temporary right of use of the Owner's Unit for valuable consideration.

3.2.20 "Majority" means more than half.

3.2.21 "Member" means a Member of the Association by virtue of being a record Owner of legal title to a Unit in the Condominium.

3.2.22 "Mortgagee" or "First Institutional Mortgagee" means a commercial bank, a credit union, a bank holding company, a savings and loan association, an insurance company, a mortgage company, a real estate investment trust or an individual business entity authorized to do business in Florida, holding a duly recorded first mortgage on a Unit.

3.2.23 "Plat" or "Plats" means the Survey and Floor Plan for SEA SHELL CONDOMINIUM as recorded in Condominium Book 8, Pages 49 and 49A, of the Public Records of Sarasota County, Florida. A copy of the Plat is attached hereto and incorporated herein as Exhibit "A".

3.2.24 "Rules and Regulations" or "Rules" mean the rules and regulations promulgated and amended by the Association's Board of Directors from time to time.

3.2.25 "Special Assessment" means any Assessment levied against the Unit Owners other than the Assessment required by a budget adopted annually.

3.2.26 "Tenant" means a person that rents a Unit from a Unit Owner.

3.2.27 "Unit" means a part of the Condominium Property which is to be subject to exclusive ownership and is one element of a Condominium Parcel. There are a total of forty-eight (48) Units in the Condominium.

3.2.28 "Unit Owner" or "Owner of a Unit" means the record owner of legal title to a Condominium Parcel or Unit.

3.2.29 "Voting Certificate" means a document which designates one of the record title owners, or the corporation, trust, LLC, partnership, or other entity representative, who is authorized to vote on behalf of a Condominium Unit that is owned by more than one Owner or by an entity.

3.2.30 "Voting Interests" means the voting rights distributed to the Association Membership pursuant to the Condominium Documents. There are forty-eight (48) Voting Interests in the Association.

4. PERCENTAGE OF OWNERSHIP.

4.1 **1/48th**. The Condominium Units shall be numbered as shown on Exhibit "A" in subsequent amendments thereto. The percentage of ownership and the undivided shares of the respective Condominium Units in the Common Elements and the manner of sharing Common Expenses with owning Common Surplus shall be 1/48th each.

5. COMMON ELEMENTS.

5.1 **Common Elements.** The Common Elements include without limitation the following:

5.1.1 All portions of the Condominium Properly not included in the Units.

5.1.2 Ground support area, stairways, elevators, walks, yard areas, storage areas, foundations, and attic areas.

5.1.3 The exterior walls, roof, floors, and walls between the Units.

5.1.4 Tangible personal property required for the maintenance of the Common Elements even though owned by the Association.

5.1.5 The Land on which the buildings and improvements are located and other land included in the Condominium Property.

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

5.1.7 An easement in support in every Unit which contributes to the support of the building in which the Unit is located.

5.1.8 All parts of the improvements, including but not limited to, gardens and landscaping, which are not included within the Units.

5.1.9 An easement of support in every Unit which contributes to the support of the building in which the Unit is located.

5.1.10 Installation for the furnishing of utility and other services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation.

5.1.11 Community Pool, Barbecue Hut, Tiki Shade Structures, Common Element Bathrooms, Exterior Corridors, Laundry Rooms, Property office.

5.1.12 One (1) Association owned Unit.

5.1.13 Assigned parking spaces. Each Unit is assigned one (1) parking space underneath the Condominium building. The Association shall maintain a roster of parking assignments.

5.2 **Ownership of Common Elements and Common Surplus.** The Owner or Owners of each Unit shall have a one forty-eighth (1/48th) undivided interest in the Common Elements. The Owner or Owners of each Unit shall likewise have a one forty-eighth (1/48th) undivided interest (and where there is more than one Owner of a Unit, the percentage ownership of such Owners shall be divided among the collective Owners in the proportion of their ownership), in any Common Surplus. An Owner may freely convey an interest in a Unit together with an undivided interest in the Common Elements, subject, however, to the other provisions of the Declaration.

5.3 **Equal and Full Use.** The Unit Owners in the aggregate shall be entitled to equal and full use and enjoyment of all the Common Elements except as they may be restricted herein or by the reasonable and uniform Rules and Regulations duly adopted by the Association's Board of Directors, which usage shall always be in recognition of the mutual rights and responsibilities of each of the Unit Owners. The Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division of the whole or any part thereof.

6. COMMON EXPENSES.

6.1 **1/48th**. Each Unit owner shall be liable for the payment of a fraction (1/48th) of the Common Expenses in accordance with his or her percentage of ownership in the Common Elements hereinabove provided. The Common Expenses shall include those enumerated in Section 718.115, Florida Statutes, as amended from time to time, the cost of maintenance and repair of the Common Elements, fire and liability insurance as provided hereinafter, costs of management of the Condominium, administrative costs of the Association, including professional fees and expenses, costs of water, electricity and other utilities (not metered to specific Condominium Units) and supplies used in conjunction with the Common Elements and other costs and expenses that may be duly incurred by the Association through its management and from time to time in operating, protecting, managing and conserving the Condominium Property and carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration or the Bylaws.

7. THE CONDOMINIUM ASSOCIATION.

7.1 **Name**. The not-for-profit corporation which is responsible for the operation and affairs of the Condominium is SEA SHELL CONDOMINIUM ASSOCIATION, INC, a Florida not for profit corporation.

7.2 **Mandatory Membership**. All persons owning a vested present interest in the fee title to any of the Condominium Units, which interest is evidenced by a proper instrument duly recorded in the Public Records of Sarasota County, Florida shall automatically be Members of the Association and their respective memberships shall terminate as their vested interest in the fee title terminates. The Association shall maintain a current roster of names and mailing addresses of its Unit Owners.

7.3 **Control and Operation**. All the affairs and property of the Condominium and of the Association shall be controlled by the officers and Board of Directors of the Association. A copy of the Articles of Incorporation which has been filed with and certified by the Secretary of the State of Florida is attached hereto and marked Exhibit "B". The Bylaws governing the operation of the Condominium and of the Association are attached hereto and marked Exhibit "C". Unless the approval or affirmative vote of the Unit Owners is specifically made necessary by some provision of the Condominium Act or the Condominium Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the Unit Owners. A Unit Owner does not have the authority to act for or on behalf of the Association by reason of being a Unit Owner.

7.4 **Purposes and Powers**. The principal purposes of the Association are to perform the acts and duties desirable for condominium management for the Units and Common Elements and to levy and enforce collection of Assessments that are necessary to perform the acts and duties expressly or impliedly imposed upon the Association. The Association shall have all the powers and duties reasonably necessary to operate the Condominium, as set forth in this Declaration, the Articles of Incorporation, and the Bylaws of the Association, and as they are subsequently amended from time to time.

7.5 **Association Management**. The Association shall have the power to contract for the professional management of the Condominium and to delegate to the community association manager or management firm all the powers and duties of the Association, except such as are specifically required by the Condominium Act, this Declaration or by the Bylaws to have the approval of the Board of Directors or the membership of the Association.

7.6 **Bulk Cable and Internet Services**. The Association may, but shall be under no legal obligation or duty, to contract for bulk cable television, internet and/or Wi-Fi services, and security, as Common Expenses.

7.7 **Pest Control**. The Association may, but shall not be required to, provide pest control services and/or termite treatment to the interior and exterior of each Unit and the Common Element as a Common Expense. The Board, in its

discretion, may allow an Owner to decline pest control service to the interior of the Unit by the Association, if the Owner employs a licensed pest control company to enter the Unit on a regular basis to perform pest control services; if the Owner provides written evidence to the Association that such services are being performed in the interior of the Owner's Unit; and if the Owner also allows the Association's pest control service company access to the Unit to verify service. The election of an Owner to decline pest control services by the Association shall not reduce the Unit Owner's Assessments, as the cost of pest control services is part of the Common Expenses. The Association's Board of Directors may also elect to supply pest control (bugs, termites, rodents, etc.) to the Common Elements.

7.8 **Voting Interests.** There shall be a total of forty-eight (48) Voting Interests, with the votes to be cast by the Unit Owners or authorized voting representatives of the Condominium Units. The Owner(s) of each Condominium Unit shall be entitled to cast one (1) vote in the manner stated in the Bylaws. The Association's Board of Directors may suspend a delinquent Unit Owner's voting right in the manner provided in Section 718.303(5), Florida Statutes. If a Unit is owned by the Association, no vote shall be counted or cast for that Unit.

7.9 **Accounting Records.** The Association shall maintain accounting records for the Condominium according to good generally accepted accounting practices and as more fully provided in the Bylaws and Section 718.111(13), Florida Statutes.

7.10 **Official Records.** The Association's official records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times. The Association's official records shall include all documents listed in Section 718.111(12), Florida Statutes.

7.11 **Hurricane Shutters.** The Association may adopt or has adopted, by Board resolution, hurricane shutter specifications for the Condominium building. Such specifications shall include color, style and other factors deemed relevant by the Board and all specifications adopted by the Board shall comply with the applicable building code. Unit owners are responsible for the maintenance, repair, and replacement of hurricane shutters they install on the Common Element.

7.12 **Rental Program.** The Association may appoint an exclusive rental agent to handle Unit rentals as a convenience for the Unit Owners at such rates as the Board of Directors shall deem advisable. Any Unit Owner shall have the option for using the rental agent designated by the Board or another of the Unit Owner's choice.

8. VOTING RIGHTS.

8.1 **One (1) Vote Per Unit.** Each Unit shall be entitled to one (1) vote at meetings of the Association. The manner of exercising that vote shall be in accordance with the Bylaws.

9. AMENDMENTS.

9.1 **2/3rds Vote.** This Declaration may be amended at any time by an affirmative vote of 2/3rds of all the Condominium Unit Owners, except that Paragraphs 4 and 8 may be amended only upon unanimous votes of all Units, and Paragraph 20 and that part of Paragraph 19 relative to easements may not be amended at any time. No amendment shall be effective unless it is in writing, executed by the President or Vice President and attested by the Secretary of the Association with the formalities required of a conveyance of real property in the State of Florida, and recorded in the Public Records of Sarasota County, Florida. It shall not be necessary for the individual Unit Owners or owners of recorded liens thereon (except institutional first mortgage holders as hereinafter provided) to join in the execution of any amendment, and the execution of any amendment by the President or Vice President and the Secretary of the Association as provided herein shall be prima facie evidence that the amendment was properly adopted.

10. MAINTENANCE AND REPAIR.

10.1 **Unit Owner.** Each Unit Owner shall maintain in good condition and repair everything within confines of his Unit, except that the painting and waterproofing of the exterior walls, window frames and roof surfaces shall be the responsibility of the Association.

All plumbing, electrical, heating and air conditioning, appliance, masonry, carpentry, and repair and replacement of windows or doors with respect to an individual Unit shall be made by such Unit Owner.

All such repairs and replacements which are visible from the exterior of a Unit shall be identical with the original items so as to maintain a harmonious appearance with the remaining improvements in the Condominium. No Owner shall paint any exterior wall, door, window, balcony, or any exterior surface, nor erect any radio or television antennae, nor plant any plantings, nor erect any exterior lights or erect or attach any structures or fixtures within the Common Elements, nor make any structural additions or alterations in any Unit or the Common Elements without the prior written consent of the Association, acting through its Board of Directors.

In the event an Owner fails properly to maintain or repair his or her Unit, the Association, at the discretion of the Board of Directors, may make such maintenance or repairs as the Board may deem necessary and the cost thereof shall be charged against such defaulting Unit Owner. The Association shall have the authority to charge a Unit Owner for the cost of any repairs it shall make and shall be entitled to recover any reasonable attorneys' fees and costs incurred by the Association in the collection thereof, including appellate fees.

10.1.1 Each Unit owner shall pay for all utilities which are separately metered to his or her Unit.

10.2 **Condominium Association.** The Association will be responsible for the maintenance, management, repair, and replacement of all the Common Elements (other than any easements of way over adjoining lands) the title to which is subjected to Condominium Unit purposes hereunder, including all driveways, parking spaces and for painting and waterproofing of the exterior walls, balconies/terraces/porches/patios, the exterior side of window frames and roof surfaces of the Unit, and shall determine the landscaping, exterior color scheme and exterior lighting of all buildings and improvements. The Association shall maintain the landscaping and exterior appearance of all of the Condominium Property in a first-class condition to a standard, at least the equivalent of that established by the developer upon the completion of the Condominium development. To accomplish its maintenance responsibilities, the Association may employ part-time or full-time agents or contractors, either singly or in conjunction with others.

11. MAINTENANCE, REPAIR AND REPLACEMENTS.

11.1 **By the Association.** The Association shall maintain repair and replace as part of the Common Expense all the Common Elements as defined herein. The Association shall have the irrevocable right to have access to each Unit as provided in the Condominium Act, as may be necessary for the maintenance, repair, or replacement of any Common Elements therein or accessible therefrom, or for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the Common Elements or to another Unit.

11.1.1 The exterior front door of the Unit. The exterior front door includes the door, the casing, and threshold. The Association shall be responsible to repair, maintain, and replace the jam, the handle, and the locking mechanism on the front entry door. The Association shall be responsible to paint the exterior front door.

11.2 **By the Unit Owners.** Each Unit Owner shall maintain, repair, and replace everything within the confines of his or her Unit which is not part of the Common Elements as defined herein including, but not limited to:

11.2.1 Paint, finish, covering, wallpaper and decoration of all walls, floors, and ceilings within the unfinished surfaces of said walls, floors, ceilings, and interior of the front door.

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

11.2.3 All mechanical, ventilating, heating and air conditioning equipment, water heaters, and appliances serving the individual Unit (whether located within the boundaries of the respective Unit or not); any refrigerators, stoves, ovens, disposals, dishwashers, and other kitchen equipment; all bathroom fixtures, equipment, and apparatus.

11.2.4 All electrical, door lock connectivity (hub) trouble shooting, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes, and conduits serving only one Unit; all electric lines between the Unit and its individual service panel or meter, and all water and waste lines between the Unit and the main lines.

11.2.5 All interior doors, walls, partitions, and room dividers, sliding glass doors, glass, porches and porch walls and all screens.

11.2.6 All furniture, furnishings and personal property contained within a Unit.

11.2.7 All exterior windows and screening shall be maintained in such manner as to preserve a uniform appearance to the exterior of the building.

12. INSURANCE.

12.1 **Authority to Purchase Insurance.** Insurance policies may be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees as their respective interests may appear.

12.1.1 Coverage.

12.1.1.1 Casualty. Except as otherwise provided herein, the Association shall obtain and maintain fire and extended coverage insurance with a responsible insurance company, or through alternate sources as may be available, upon all of the insurable improvements of the entire Condominium, including Association Property, the Common Elements, the Units, and the personal property of the Association, for the full replacement or insurable value thereof, provided the Board may exclude foundation and excavation costs in its discretion. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be available 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. The original policy of insurance shall be held by the Association, and institutional Lenders shall be furnished, upon request, mortgage endorsements covering their respective interests.

Each Unit Owner shall be responsible for insuring personal property located within the Unit; ceiling, floor and wall coverings, and electrical fixtures, appliances, air conditioning and heating equipment, water heater, and built-in cabinets to the extent these items are located within the Owner's Unit boundaries; and any improvements made within the Unit which are not covered by the Association policy. The Owners shall also be responsible to insure any portion of the Condominium Property which may be removed from Association insurance responsibilities by virtue of future amendments to Section 718.111(11), Florida Statutes. Each Unit Owner is responsible to purchase liability insurance, endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that the Owner bears financial responsibility for any damage to the Owner's Unit, property or liability to others that would otherwise be covered by such insurance.

12.1.1.2 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 public liability insurance covering losses which may occur in and about the Owner's Unit, as the Owner may deem appropriate.

12.1.1.3 Worker's Compensation. Such worker's compensation coverage as may be required by law.

12.1.1.4 Other Insurance. Such other insurance as the Board of Directors may from time to time deem to be necessary, including but not limited to Director's and Officer's ("D&O") liability insurance coverage, umbrella insurance, hurricane insurance, wind insurance, flood insurance, and other insurance as the Board determines appropriate and necessary.

12.1.1.5 Deductible and Other Insurance Features. The Board of Directors shall establish the amount of the deductibles under its various insurance policies, and other features, as the Board deems desirable and financially expedient, in the exercise of its business judgment.

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

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

12.1.2.1 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 Elements appurtenant to the Unit.

12.1.2.2 Unit. Proceeds on account of damage to Units shall be held in the following undivided shares:

12.1.2.2.1 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.

12.1.2.2.2 When the Condominium Building is not to be restored - an undivided share for each Unit Owner, such share being the same as the shares set forth in Article 4 of this Declaration.

12.1.2.2.3 Mortgages. In the event a mortgage endorsement has been issued as to a Unit, 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 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 those proceeds paid to the Unit Owner and mortgagee, pursuant to the provisions of this Declaration.

12.1.2.2.4 Deductible. The deductible shall be paid by the party who would be liable for the loss or responsible for repairs in the absence of insurance, if multiple parties would be responsible, the deductible shall be allocated among them in relation to the amount each party's loss bears to the total.

12.1.3 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed in the following manner:

12.1.3.1 Costs of Protecting and Preserving the Property. If a person other than the person responsible for repair and reconstruction has properly advanced funds to preserve and protect the property to prevent further damage or deterioration, the funds so advanced shall first be repaid, with interest if required.

12.1.3.2 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 beneficial Owners, remittances to Unit Owners and their mortgagee's being payable jointly to them. This is a covenant for the benefit of any mortgagee of any Unit and may be enforced by such mortgagee.

12.1.3.3 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 to the beneficial Owners, remittances to Unit Owners and their mortgagee 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.

12.1.4 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.

12.1.5 Repair and Reconstruction after Casualty.

12.1.5.1 The improvements shall be restored unless two-thirds (2/3rds) of the Voting Interests vote to terminate this Condominium. Except for the consent of Institutional Lenders provided in this Declaration, no further consent from any other person or entity shall be necessary to effectuate a termination of the Condominium in the manner above described. In the event the Condominium is to be terminated, then all Owners of Units shall immediately convey all their right, title, and interest to their respective Units to the Association. The recording of each such conveyance in the Public Records of Sarasota County will have the immediate effect of releasing all liens upon the respective Unit and shall cause their instantaneous transfer to that Unit Owner's share of the funds to be subsequently distributed by the Association as provided herein. The Association shall serve as the trustee as provided in Article 19 of this Declaration.

The Association shall collect all Insurance proceeds payable as a result of such destruction, shall collect all assets of the Association which are allocable to the Units in this Condominium and which may remain after the Association pays its liabilities, and shall effect a public or private sale of the Condominium Property, by whatever means the Association Board of Directors shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local real estate market conditions. The Association may make partial distributions of each Unit's share of the funds at such times and in such aggregate amounts as the Association Board of Directors may deem appropriate. In determining the amount of any partial distribution, the Association Board of Directors shall ensure that sufficient funds are retained to cover unpaid or anticipated costs, fees, or other liabilities of the Association. When the Association has collected all insurance proceeds and all proceeds from the sale of the Condominium Property and, to the extent applicable, the assets of the Association and has paid all applicable Association liabilities, appraiser's fees, and other costs reasonably incurred, the Association shall make a final distribution of each Unit's share of the remaining funds held by the Association. All distributions, whether partial or final, shall be apportioned based upon the shares set forth in Article 4 of this Declaration.

Any distribution, whether partial or final, of a Unit's share of the funds held by the Association shall be made jointly to the Owner of the Unit and the record Owners of any mortgages or other liens encumbering the Unit at the time of the recording of the conveyance to the trustee by the Unit Owner. All mortgages and other liens upon the respective Units

shall be fully released and discharged as provided herein even though the share of a particular Unit in the funds distributed by the Association is insufficient to pay all liens in full; in such event the lienholders who had priority against the title to the Unit shall have priority of payment of the Unit's share of such funds. Nothing herein provided shall in any way relieve the Unit Owner of his or her personal liability for any deficiency which may remain upon any liens which encumbered his or her Unit at the time of the Owner's conveyance to the trustee.

Mortgagees and other lienholders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgages or perfection of their liens. The provisions of this paragraph may be enforced by injunction, by suit for specific performance, or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

12.1.5.2 Method.

12.1.5.2.1 Plans and Specifications. Any repair or reconstruction must be substantially in accordance with the plans and specifications for the original improvements, if available, or if not, then according to plans and specifications approved by the Board of Directors of the Association, provided that if the damaged property is a building containing Units, approval must also be obtained from the Owners of all Units and mortgagees of record in the damaged building, which approval shall not be unreasonably withheld. If reconstruction in accordance with the original plans and specifications cannot be effectuated due to governmental regulations intervening between the time of original construction and reconstruction, then the Board shall have authority to make such modifications to the construction plans as may be necessary to comply with such changes, as determined by the Board, without any Unit Owner approval.

12.1.5.2.2 Unit Owner. Responsibility, if the loss or damage is only to those parts of a Unit or Units for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for repair and reconstruction. In all other instances, the responsibility for repair and reconstruction after casualty shall be that of the Association.

12.1.5.2.3 Estimates of Costs. Immediately after a determination is made to repair or reconstruct damage to property for which the Association has responsibility for repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost of the repair or reconstruction.

12.1.5.2.4 Assessments. If the insurance proceeds are insufficient to defray the estimated cost of repair of the Common Elements or any property in which the Association owns an interest, or if at any time during repair or reconstruction the insurance proceeds are insufficient, Assessments shall be made against all Unit Owners who own the damaged Units in the proportion that the damage to their Unit bears to the whole, and against all Unit Owners in the case of damage to Common Elements or Association Property, in sufficient amounts to provide the necessary funds for the payment of such costs. Such Assessments on account of damages to Common Elements or Association Property, shall be in proportion to the Unit Owner's share of the Common Expense and need not be approved by the Unit Owners.

12.1.5.2.5 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of insurance proceeds and funds collected by the Association by Assessments against Unit Owners shall be disbursed in payment of such costs in the following manner:

12.1.5.2.5.1 Association - Insurance. The proceeds of insurance collected on account of casualty and the sums from collections of Assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

12.1.5.2.5.2 Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$250,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

12.1.5.2.5.3 Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$250,000.00 then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect or engineer qualified to practice in Florida and engaged by the Association to supervise the work.

12.1.5.2.5.4 Unit Owners. The portion of insurance proceeds representing damage for which responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the Association to the Unit Owner and if there is a mortgagee endorsement to such Unit, then to the Unit Owner and the mortgagee jointly, who may use such proceeds as they may be advisable.

12.1.5.2.5.5 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of 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; except, however, that the part of a distribution to a beneficial Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable to any mortgagee.

13. RESTRICTIONS, EASEMENTS AND APPURTENANCES. The following restrictions shall apply to and bind the Condominium and each Unit:

13.1 **Residential Use.** Each Condominium Unit shall be used exclusively as a residential dwelling. Nothing herein shall be applied or construed to permit discrimination based on familial status, handicap, or other protected classification under the applicable Fair Housing laws. No business, hobby or trade that involves the sale of goods or services shall be permitted thereon or therein.

13.2 **Pets.** Pets are prohibited from living in a Unit, visiting a Unit or being on or in the Common Elements or Condominium Property at any time. The Association will comply with all Federal, State, and local laws regarding Service Animals and Emotional Support Animals.

13.3 **Loud Noises, Obnoxious Odors or Nuisance.** Unit Owners, Tenants, residents, Guests, and occupants of Condominium Units shall not suffer, permit, or maintain in or on their premises loud noises or obnoxious odors or any activity which would constitute a nuisance to neighboring Units or residents in the reasonable opinion of the Board of Directors.

13.4 **Signs.** No permanent signs of any type, including without limitation realtor signs, shall be kept, permitted, or maintained on or in any part of the Common Elements or in or on any Unit where the same may be viewed from the Common Elements, except for signs approved by the Association's Board of Directors. Written approval from the Board of Directors must be obtained before any sign is posted on or in a Unit.

13.5 **Laws, Ordinance, Regulations and Governmental Rules.** All Unit Owners, Tenants, Guests, residents, invitees, and other occupants on the Condominium Property shall keep and obey all laws, ordinances, regulations, requirements, rules of all governmental bodies, the restrictions enumerated in this Declaration, and the Rules and Regulations that may be adopted from time to time by the Board of Directors.

13.6 **Written Consent of Board.** No wire, antennas, clothes lines, garbage or refuse receptacles, reflective window coverings or other equipment or structure shall be erected, constructed, or maintained on the exterior of the building or on or in any of the Common Elements, except upon the written consent of the Association Board of Directors.

13.7 **No Increase in Insurance Rates.** No Unit Owner, Tenant, Guest, resident, or other occupant, shall permit or suffer anything to be done or kept in a Unit which will increase insurance rates on any Unit or on the Condominium Property.

13.8 **No Nuisance.** No Unit owner, Tenant, Guest, resident, or other occupant, shall commit or permit any nuisance, immoral, or illegal act in a Unit, on the Common Elements, or on the Condominium Property.

13.9 **Conformance with Restrictions and Rules.** All Unit owners, Tenants, Guests, residents, and other occupants shall conform to and abide by the restrictions enumerated herein, the Bylaws, and the Rules and Regulations in regard to the use of the Units, the Common Elements, and Condominium Property, which may be adopted from time to time by the Association through its Board of Directors.

13.10 **Access to Units.** The Board of Directors, or its agent, shall have the right to enter any Condominium Unit as provided in the Condominium Act for the purpose of maintenance, inspection, repair, or replacement of the improvements within the Units or the Common Elements therein or accessible therefrom or to determine compliance with the Condominium Act, this Declaration, the Bylaws, and Rules and Regulations of the Association.

13.11 **Trash and Garbage.** No Unit Owner, Tenant, Guest, or other Occupant shall dispose of trash and garbage other than in receptacles provided therefor pursuant to the Declaration, Bylaws, or Rules and Regulations of the Association. No saline or other regenerating solution from water softening equipment shall be discharged into any street, easement, or common area so as to harmfully affect any law or planting.

13.12 **No Subdivision or Structural Alterations.** No Condominium Unit shall be divided or subdivided and no structural alterations or changes shall be made therein without the prior written consent of the Board of Directors of the Association.

13.13 **Easement.** Each Unit Owner shall have a perpetual easement for ingress and egress to and from his or her Unit over steps, terraces, lawns, walkways, driveways, and other Common Elements from and to the public or private roadways bounding the Condominium Property, except as otherwise provided herein.

13.14 **No Obstruction.** No Unit Owner, Tenant, Guest, resident, or other occupant shall in any way obstruct the common way of ingress and egress to the other Units or Common Elements.

13.15 **Prohibition on Parking of Boats, Trailers, and Recreational Vehicles in Community.** No Unit Owner, Tenant, Guest, resident, or other occupant shall bring a boat, trailer, or recreational vehicle, onto Condominium Property at any time.

13.16 **Flooring Rules and Regulations.** The Board of Directors shall adopt and may from time to time amend Rules and Regulations regarding the removal, replacement, addition, alteration, improvement, or modification of any of the carpeting, flooring, flooring surfaces, subflooring, or acoustical subflooring in a Unit (the "Flooring Rules and Regulations"). The Flooring Rules and Regulations shall include an approved list of carpeting, flooring, flooring surfaces, subflooring, and acoustical subflooring that will be approved for use in a Unit.

13.17 **Prohibition on Legal Proceedings against the Association.** No Unit Owner shall commence any litigation, arbitration, or administrative proceedings, against the Association unless first having provided the Association written notice of said proposed/possible litigation, arbitration, or administrative proceeding, and thirty (30) days for possible resolution of said matter.

13.18 **Prohibition on Installation and Use of Certain Appliances.** No Unit Owner or Tenant shall install any equipment or appliances which will place additional burden on the mechanical aspects of the Condominium building including but not limited to, washers, dryers, on-demand water heaters, car chargers or similar electrical or mechanical or plumbing devices. However, Units 501 and 502 are authorized to have a washer and dryer in the Unit.

14. SALE, TRANSFER, RENTAL, OR GUEST OCCUPANCY OF UNIT

14.1 Approval of Sale or Transfer of a Unit.

14.1.1 The approval of the Association that is required prior to the sale, transfer of ownership, or occupancy of a Unit shall be obtained in the following manner:

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

14.1.1.2 Gift. If any Unit Owner shall acquire his or her title by gift, the continuance of his ownership of his or her Unit shall be subject to the written approval of the Board of Directors. Any gift recipient including a spouse or child that has engaged in any of the activity enumerated in Article 14.1.4 of this Declaration can be denied approval.

14.1.1.3 Devise or Inheritance. If any Unit Owner acquires his title by devise or inheritance, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. His right to occupy or use the Unit shall also be subject to the approval of the Board of Directors. Any Unit Owner including a spouse or child that acquires his/her title by devise or inheritance that has engaged in any of the activity enumerated in Article 14.1.4 of this Declaration can be denied approval.

14.1.1.4 Transfers to Trusts. Any person who is the recipient of use or occupancy rights arising from a trust agreement, or a transfer to a trust that has engaged in any of the activity enumerated in Article 14.1.4 of this Declaration can be denied approval.

14.1.1.5 Other Transfers. If any Unit Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership or use of such Unit shall be subject to the approval of the Board of Directors. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors. Any Unit Owner that has acquired his title by any manner not considered in the foregoing subsections that has engaged in any of the activity enumerated in Article 14.1.4 of this Declaration can be denied approval.

14.1.2 Approval by Association.

14.1.2.1 Notice to Board of Directors.

14.1.2.1.1 Sale. A Unit owner intending to make a bona fide sale of his or her Unit or any interest in said Unit shall give the Board of Directors written notice of such intention, on a form approved by the Board of Directors, along with a copy of a criminal background investigation report completed on any proposed purchaser, and any proposed Unit occupant that is 18 years of age or older.

14.1.2.1.2 Gift, Devise, or Inheritance; Other Transfers. A Unit Owner who has or it is contemplated will obtain his title by gift, devise, inheritance, or by any other manner not previously considered, shall give the Board of Directors

written notice of the gift, devise, or inheritance or other transfer, on a form approved by the Board of Directors, along with a copy of a criminal background investigation report completed on the new Unit owner, proposed Unit owner, and any proposed Unit occupant that is 18 years of age or older.

14.1.2.1.3 Failure to Give Notice. If the above required notice to the Board of Directors is not given, 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.

14.1.3 Certificate of Approval.

14.1.3.1 Sale. If the proposed transaction is a sale, then within ten (10) days after receipt of the notice form, fee, and completed criminal background check(s), the Board must either approve or disapprove the proposed transaction.

14.1.3.2 Gift, Devise, or Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise, or inheritance, or in any other manner, then within ten (10) days after receipt of the notice form, fee, and completed criminal background check(s), must either approve or disapprove the continuance of the Unit Owner's ownership of his/her Unit.

14.1.3.3 Approval of Occupant. If a Unit Owner or purchaser is a corporation, partnership, trust, limited liability company, or some other entity, the approval of ownership by the corporation, partnership, trust, or other entity shall be conditioned upon approval of a Primary Occupant, and a criminal background check of the Primary Occupant. A Primary Occupant and any other proposed occupant that has engaged in any of the activity enumerated in Article 14.1.4 of this Declaration can be denied approval.

14.1.4 Disapproval by Board of Directors. The Board of Directors can only disapprove a sale, transfer of ownership of a Unit, or occupancy of a Unit, for the following reasons which shall constitute "good cause" for disapproval:

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

If the Association disapproves a prospective sale, or transfer, or occupancy for "good cause" as set forth above, the Association shall have no duty to purchase the Unit or furnish an alternative purchaser, and the transaction shall not be made.

14.1.5 Transfer Fee. The Association may charge a processing fee for the approval of transfers of title or rentals (to cover the costs of processing the application, the costs of criminal background check, credit check, etc.). The fee may not exceed the maximum permitted by Florida law per transaction. The Association or its authorized agent may also charge a reasonable fee for the preparation of a certificate, commonly known as an estoppel certificate, stating all Assessments and other monies owed to the Association by the Unit Owner with respect to the Condominium Parcel. The fee for the preparation of such certificate shall be established by a written resolution of the Board or provided for in a management, bookkeeping, or maintenance contract.

14.1.6 Unauthorized Transactions. Any sale, transfer, rental, or occupancy not authorized pursuant to the terms of this Declaration shall be void and the Association may institute suit to set aside such transaction. In either event the previous and current Unit Owner(s) violating this Article shall be liable for all court costs and reasonable attorney's fees incurred by the Association, both at trial and appellate levels.

14.2 **Rental.** It is not permitted to rent less than an entire Unit or rent an entire Unit for a period of less than three (3) consecutive days.

14.2.2 Board Right of Approval. The Board of Directors shall have the authority to approve all rentals and renewals or extensions thereof, which authority may be delegated to a committee or agent.

14.2.3 Tenant Conduct, Remedies. If a Tenant fails to abide by the Condominium Documents, the Unit Owner(s) shall be jointly and severally 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/her Tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct 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 tenant's 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 shall have 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 Assessment charges.

14.2.4 Liability. The liability of the Unit Owner under the Condominium Documents shall continue notwithstanding the fact that he or she may have rented his/her interest in the Unit as provided herein.

14.3 **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). 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:

14.3.2 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 Rules and 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.

14.3.3 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.

14.3.4 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.

15. ASSESSMENTS AND LIENS.

15.1 Annual Budget. The Association has the authority to levy and collect Assessments against each Unit and Unit Owner in order to provide the necessary funds for the proper administration and management of the Condominium and the operation of the Association. The Board of Directors of the Association shall approve and may amend from time-to-time annual budgets of projected anticipated income and estimated expenses for each fiscal year. The Annual Assessment shall be paid in monthly or quarterly installments in advance of the first day of each month or each calendar quarter, as determined by resolution of the Board of Directors. Failure of the Board to include an item in the annual budget shall not preclude the Board from levying an additional Assessment in any calendar year for which the budget has been projected.

15.2 Share of Common Expenses. The total regular annual Assessment for each fiscal year assessed against each Unit, and all Members owning an interest in each Unit, shall be as set forth in Article 4.1 of the Declaration (Dollar amounts actually assessed on the basis of the following percentages may be rounded off to the nearest half dollar or full dollar at the discretion of the Board of Directors.)

15.3 Monthly/Quarterly Assessments. After adoption of an annual budget and determination of the annual Assessment per Unit, the Association shall assess the sum by promptly transmitting or mailing notice of it to the Member representing each Unit at the Member's most recent address as shown by the books and records of the Association.

15.4 Special Assessments. In addition, the Association's Board of Directors shall have the power to levy Special Assessments against each Unit, if necessary, to cover Common expenses and shall have the power to levy other Special Assessments as provided herein that shall be on a percentage basis as hereinabove provided.

15.5 Ownership. Assessments and other funds collected by or on behalf of the Association become the property of the Association and no Unit Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to the Owner's Unit. No Owner may withdraw or receive distribution of the Owner's share of the Common Surplus, except as otherwise provided by law.

15.6 Liability for Assessments and Charges. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments and charges coming due while he/she is the Unit Owner. Except as provided below, any person or entity which acquires title to a Unit shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and charges against the predecessor for his/her share of the Assessments, including attorney's fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. As provided in the Condominium Act, for purposes of the foregoing, the Association is not included in the definition of a "previous owner" in the event it acquires title to a Unit by foreclosure or deed in lieu of foreclosure.

15.7 Acceleration. In the event Assessments or Special Assessments against a Unit are not paid within sixty (60) days after their due date, the Association may, after written notice to the Unit Owner, elect to declare all past due installments of an Assessment or Special Assessment, and all Assessment or Special Assessment installments to become due during the remainder of such fiscal year then due and payable in full, as if such aggregate sum had originally been stipulated to so become due and payable in full, and the Association shall have the right to foreclose its lien for such Assessments or Special Assessment.

15.8 No Waiver of Use and Enjoyment; Abandonment of Unit. 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 or charges are made.

15.9 **Interests and Late Fees; Application of Payments.** Assessments that are unpaid for over ten (10) days after due date shall bear interest at the highest rate authorized by law per year from the due date until paid. In addition to such interest, the Association may charge an administrative late fee in the amount of \$25.00, or five percent (5%) of each installment of the Assessment, whichever is greater, for each delinquent installment. Any payment upon a delinquent Assessment received by the Association shall be applied first to any interest accrued by the Association, then to the administrative late fee, then to any costs and reasonable attorney's fees incurred incident to collection, and then to the oldest delinquent Assessment, all of which shall be secured by the Association's lien rights. No payment by check is deemed received until the check has cleared the Unit Owner's bank. For Owners who are more than ninety (90) days past due with payment of Assessments, the Association is authorized to: suspend the right of the Owner to use the Common Elements and/or suspend the voting rights of the Owner, in accordance with Section 718.303, Florida Statutes, until the Owner has paid all monetary obligations due to the Association.

15.10 **Lien.** The Association shall have a lien on each Condominium Parcel for any unpaid Assessments including accrued interest, late charges, costs and for reasonable attorney's fees incurred incident to the collection of the Assessment or enforcement of the lien. No lien may be recorded until the Association has provided notice of intent to place a lien, as required by the Condominium Act, as amended from time to time. The lien is in effect until all sums secured by it have been fully paid or until barred by law. A lien shall be signed and acknowledged by an officer or agent of the Association.

15.11 **Priority of Lien.** The Association's lien for unpaid Assessments shall be subordinate and inferior to any recorded first mortgage unless the Association's lien was recorded prior to the first mortgage. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or other lien was recorded, except as otherwise provided by law. Any rental shall be inferior and subordinate to the Association's lien, regardless of when the lien was recorded. Upon recording, the Association's lien shall automatically relate back to the date of the filing of the original Declaration in the Public Records of Sarasota County, Florida.

15.12 **Claim of Lien.** The lien shall state the legal description of the Condominium Parcel, the name of the record Unit Owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by it are fully paid, or as otherwise provided by law. All claims of lien shall be signed and acknowledged by an officer or agent of the Association. When any lien has been paid in full, the party making payment thereof shall be entitled to receive a satisfaction of lien in such form that it may be recorded in the Public Records of Sarasota County, Florida.

15.13 **Foreclosure of Lien.** The Association may bring an action in its name to foreclose a lien for Assessments in the manner provided in Section 718.116, Florida Statutes and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any lien rights.

15.14 **Notice of Intention to Foreclose Lien.** No foreclosure judgment may be entered until at least forty-five (45) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. 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, as amended from time to time. The Association shall be entitled to bid at any sale held pursuant to an action to foreclose an Assessment lien and to apply as credit against the bid, all sums due the Association that are covered by the lien.

15.15 **Money Judgment.** In addition to its other remedies provided herein and by the Condominium Act, the Association may also sue a Unit Owner to recover a money judgment for unpaid Assessments without waiving the lien securing the same. Interest shall accrue on all final judgments obtained by the Association at the highest lawful rate per annum.

15.16 **Certificate of Unpaid Assessments.** Any Unit Owner, purchaser or mortgagee has the right to request the Association provide a written certificate showing the amount of unpaid Assessments against him/her with respect to his/her Unit. The Association may charge a reasonable fee for the preparation of such certificate. The authority and amount of the fee must be established in a written resolution adopted by the Board or in a written management agreement.

16. WATER AND SEWER SERVICES.

16.1 **Water and Sewer Services.** This Declaration is subject to the rights of such utility company or companies franchised by proper governmental authority to serve the area, it's or their successors and assigns, to furnish water and sewer services to the Condominium Property and the Units for which proper charges will be paid by the Association and Unit owners in accordance with the franchise granted by Sarasota County.

17. RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES.

17.1 **Rights of Institutional First Mortgagees.** Notwithstanding any provisions of this Declaration, the written consent of all savings and loan associations, banks, and insurance companies holding first mortgages upon any of the Condominium Units shall be first obtained prior to: (1) any change in the configuration or size of any Condominium Unit in any material fashion, (2) any change in the percentage of ownership of the Common Elements or Common Surplus, (3) any change in the percentage of participation in the Common Expenses or Assessments, (4) any amendment to language required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, (5) termination of the Condominium hereby created, and (6) any change in the voting rights. The written consent of such institutional lender holding a first mortgage lien upon a Unit which suffers a casualty loss shall be obtained prior to the repair or reconstruction of such Unit, as otherwise required by Article 12 of this Declaration.

18. REMEDIES FOR VIOLATIONS.

18.1 **Duty to Comply.** Each Unit Owner, Tenant, Guest, occupant, resident, contractor, and invitee shall be governed by and shall comply with the terms of the Declaration, Articles of Incorporation, Bylaws and the Rules and Regulations adopted pursuant thereto, as they may be amended from time to time.

18.2 **Enforcement Lawsuit.** In the event of a violation or breach of any of the Condominium Documents, the Association and any Unit Owner shall have the right, but not the duty or legal obligation, to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The prevailing party in such an administrative proceeding, mediation, arbitration, or lawsuit shall recover its reasonable pretrial, trial, bankruptcy, and appellate attorney's fees and costs from the losing party. The failure to enforce promptly any of the provisions of the Condominium Documents shall not be deemed a waiver or bar to their subsequent enforcement.

18.3 **Self-Help.** In addition to the foregoing rights and after providing written notice to the Unit Owner and a reasonable opportunity to comply, the Association may, but shall be under no legal obligation or duty, enter upon the Unit or Limited Common Element when any violation of the Condominium Documents or Rules and Regulations has occurred and summarily abate it at the expense of the Owner of the Unit, provided the Association shall then make the necessary repairs where the violation occurred so that the property shall be in the same condition as it was before the violation occurred, and any such entry and abatement shall not be a trespass.

18.4 **Negligence.** A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by the Owner's act, neglect, or carelessness, or by that of any member of the Owner's family, lessees, Tenants, contractors, or their Guests, invitees, employees, or agents, but only to the extent that such expense is not

met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire and casualty insurance rate occasioned by the use, misuse, occupancy, or abandonment of a Unit or of the Common Elements or of the Limited Common Elements.

18.5 **Attorney Fees.** If it is deemed to be the prevailing party, the Association shall recover from the Unit Owner(s) and the Owner's Tenants (if applicable) its reasonable attorney's fees and costs incurred in arbitration, mediation, trial, appellate or other proceeding, and any attorney's fees and costs incurred by the Association incident to its attempts to enforce the terms of a Condominium Act, the Declaration of Restrictions, the Articles of Incorporation, the Bylaws and/or the Association Rules and Regulations. In addition to all other remedies provided herein or by law, the Association shall have the right to file and foreclose a common law lien against the Unit to collect unpaid attorney's fees and costs. All judgements obtained by the Association against a Unit Owner shall bear interest at the rate of eighteen percent (18%) per year.

19. **TERMINATION.**

19.1 **Termination.** The above-described property may be removed from the provisions of this Declaration at any time by a vote of two-thirds (2/3) of the Units and unanimous consent of all of the institutional first mortgage holders, by an instrument to that affect executed by the President and Secretary of the Condominium Association with the formalities of a deed and duly recorded in the Public Records of Sarasota County Florida. In the event of such termination, the procedure for liquidation of the Condominium assets as provided in Paragraph 12 hereinabove shall apply and shall be under the supervision and control of a trustee in Sarasota County selected by the Board of Directors of the Association. Termination hereof shall in no way terminate or affect easements concerning this property and to which the Condominium is subject, and the trustee referred to in Paragraph 12 and in this paragraph shall execute, deliver, and record such legal instruments upon termination as may be appropriate or needful for the purpose of maintaining such easements in perpetuity.

20. **EASEMENTS.**

20.1 **Easements.** The easements first above described in this Declaration, and the utility and drainage easements which are reserved, are for the following uses in purposes and subject to the following conditions:

20.1.1 All said easements shall exist in perpetuity for the benefit of the Association, its successors, and assigns, as well as its agents, employees, and contractors, utility companies including cable television, Unit Owners in this Condominium, their Guests, and invitees, third persons need fully using the same, such as deliverymen, postmen, real estate brokers and salesman, and owners and occupants of other lands located in Sarasota County, Florida, to-wit:

Commence at the center of the west wing wall on Old Stickney Point Bridge; thence S 51° 05' W along the center line of Old Stickney Point Road, 1375.5 ft. to intersect a point on the centerline of Midnight Pass Road; thence continuing along said line 25.0 ft. to intersect a point on the W'ly R/W of Midnight Pass Road for a P.O.B.; thence S 38° 37'10" E along said R/W line 109.83 ft.; thence S 52°46' W, 344.60 ft. to a point; thence South 51°05' W, 509.60 ft. more or less to the mean high water line of the Gulf of Mexico; thence NW'ly along the meanders of said mean high water line 105.0 ft. more or less to intersect a line bearing S 51°05'W from the P.O.B.; thence N 51°05'E along said line, 820.8 ft. more or less, to the P.O.B.

Being and lying in Section 19, Twp. 37 S. Rge. 18 E., Sarasota County, Florida
and containing 1.95 acres more or less.

for the purpose of ingress and egress, drainage, and for the purpose of installation, repair, reinstallation, and maintenance, under, on, or over the same, of utility lines, appurtenances, and paraphernalia.

20.1.2 The Association shall at all times maintain the paved portion on roadways as shown on the Condominium Plat in good repair in unobstructed and shall maintain the unpaved portions of all easements in a manner consistent with the needs of utility companies for entry thereon and thereunder for the purposes above expressed in subparagraph A: PROVIDED, that paved driveways from the Condominium Units to the pay portions of any of the easements may be constructed and maintained.

20.1.3 Notwithstanding anything in this Declaration to contrary, Association, its successors, and assigns, reserves the right at any time to dedicate to the general public for street, drainage and utility purposes, such lands as Developer deems necessary or desirable for the benefit of the Condominium.

21. MISCELLANEOUS.

21.1 **Miscellaneous.** The following miscellaneous provisions shall apply to the Declaration and the Condominium Documents.

21.1.1 **Definitions and Interpretation.** Terms used in the Condominium Documents shall have the same meaning as defined in Article 3 of the Declaration or the Condominium Act. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations. The Board of Directors' interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable shall conclusively establish the validity of such interpretation.

21.1.2 **Conflicts.** In the event of a conflict between the language in the Declaration of Restrictions 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 documents shall control in the following order: (1) Declaration, (2) Articles of Incorporation, (3) Bylaws, and (4) Rules and Regulations.

21.1.3 **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.

21.1.4 **Severability.** Invalidation of any of these restrictions, reservations, covenants, conditions and easements, or any provision contained in the Condominium Documents or in a conveyance of a Unit, by judgment, court order or law shall not affect any of the other provisions.

21.1.5 **Headings.** The headings of paragraphs or sections herein are for convenience purposes only, and shall not be used to alter or interpret the provisions therein.

21.1.6 **Binding Effect.** The covenants, restrictions, reservations, conditions, and easements contained in the Declaration shall be binding upon and inure to the benefit of all Unit Owners and their heirs, personal representatives, successors, and assigns.

AMENDED AND RESTATED

**ARTICLES OF INCORPORATION
OF
SEA SHELL CONDOMINIUM ASSOCIATION, INC.,
a Florida Not for Profit Corporation**

*[Substantial rewording of Articles of Incorporation. See existing Articles of Incorporation
and amendments thereto for present text.]*

The Members of **SEA SHELL CONDOMINIUM ASSOCIATION, INC.**, a Florida not for profit corporation, hereby adopt these Amended and Restated Articles of Incorporation. The original Articles of Incorporation were filed with the Florida Secretary of State, Division of Corporations on September 3, 1975 as Document Number 733715. The original Declaration of Condominium of Sea Shell, a Condominium ("Declaration") was recorded at Official Records Book 1093, Page 705 *et seq.* of the Public Records of Sarasota County, Florida.

**ARTICLE 1.
NAME OF CORPORATION AND PRINCIPAL OFFICE**

The name of this not for profit corporation shall be **SEA SHELL CONDOMINIUM ASSOCIATION, INC.** ("Association"). The street address of the principal office of the Association is 6500 Midnight Pass Road, Sarasota, Florida 34242. The Association's Board of Directors may change the address and location of the principal office of the Association from time to time.

**ARTICLE 2.
TERM OF EXISTENCE**

The Association shall exist perpetually unless dissolved according to law.

**ARTICLE 3.
PURPOSES**

3.1 Purposes. The purposes for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes ("Condominium Act") for the administration and operation of **SEA SHELL, A CONDOMINIUM** ("Condominium"), located in Sarasota County, Florida and to perform all acts provided in the Condominium Documents and Florida law.

3.2 Distribution of Income. The Association is organized as a Florida not for profit corporation. As such, it shall issue no stock and make no distribution of income to its Members, directors or officers. The general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of the Condominium, and to perform all acts provided in the Declaration and the Condominium Act.

ARTICLE 4. POWERS

4.1 Common Law and Statutory Powers. The Association's Board of Directors ("Board" or "Board of Directors") shall have all of the common law and statutory powers of a corporation not for profit, not in conflict with the terms of these Articles of Incorporation, the Association Bylaws, the Declaration or the Condominium Act.

4.2 Specific Powers. The Board of Directors shall have all of the powers and duties set forth in the Condominium Act and Chapter 617, Florida Statutes ("Florida Not for Profit Corporation Act"). The Board of Directors shall also have all the powers and duties set forth in the Declaration and the Association Bylaws, as they may be amended from time to time, and all of the powers and duties reasonably necessary to operate the Condominium and the Association pursuant to the Declaration and the Condominium Act, including but not limited to, the following:

A. To make, amend and collect annual Assessments and Special Assessments against Members as Unit Owners to defray the Common Expenses and losses of the Association.

B. To use the proceeds of Assessments in the exercise of its powers and duties.

C. To maintain, repair, alter, improve, replace, administer and operate the Condominium Property, which shall include the irrevocable right of access to each Unit during reasonable hours when necessary for the inspection, maintenance, repair or replacement of any Common Elements or any portion of the Units to be maintained by the Association pursuant to the Declaration or as necessary to inspect and/or prevent damage to the Common Elements or a Unit or Units.

D. To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its directors, officers and its Members as Unit Owners.

E. To reconstruct improvements after casualty and to further improve the Condominium Property.

F. To make and amend reasonable Rules and Regulations regarding the Common Elements, Limited Common Elements, the Condominium Units and the operation and administration of the Association.

G. To approve or disapprove the ownership, transfer and lease of a Unit, as more fully provided in the Condominium Documents.

H. To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles of Incorporation, the Bylaws and the Rules and Regulations.

I. To contract for the management, operation, administration and maintenance of the Condominium Property and to delegate to such contractor any powers and duties of the Association, except such

as are specifically required by the Declaration, these Articles of Incorporation, the Bylaws or by the Condominium Act to have the approval of the Board of Directors or the membership.

J. To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Association and the Condominium Property.

K. To enter into agreements acquiring leaseholds, membership and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Condominium Property, intended to provide for the enjoyment, recreation or other use benefits of the unit owners.

L. To purchase, acquire or take title to Units within the Condominium for any purpose and to hold lease, sell, mortgage, use or convey such Units on terms and conditions approved by the Board of Directors.

M. To grant, modify, move, relocate and/or terminate easements over, under or through the Common Elements or Association Property.

N. To sue and be sued, and the authority to negotiate and settle such lawsuits.

O. To borrow money and secure the same by assigning Assessments, lien rights, Assessment collection authority, and by execution of mortgages encumbering the Association real property (but not the Common Elements) and to acquire property or interests therein encumbered by mortgages which are to be paid or assumed by the Association.

P. To create, modify, and disband committee(s).

Q. To further alter and improve the Condominium Property, both real and personal, and to purchase realty and items of furniture, personal property, furnishings, and equipment, subject to the other provisions of the Condominium Documents.

R. To exercise such other powers and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth in the Condominium Documents and as permitted by the laws of Florida.

S. To operate a rental program and administer rental of units for the convenience of Unit Owners.

T. To use the proceeds of Assessments to encourage and facilitate social interaction among the Owners, renters and occupants of the Units.

4.3 Emergency Powers. In the event of an emergency as defined herein, the Board of Directors may exercise the emergency powers and any other powers authorized by the provisions of Section 718.1265, Florida Statutes, and Sections 617.0207 and 617.0303, Florida Statutes, all as amended from time to time. For purposes of this Section 4.3 only, an emergency exists during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subject to: a state of emergency declared by

civil or law enforcement authorities; a hurricane watch or warning as issued by a governmental authority; a partial or complete evacuation order issued by civil or law enforcement authorities; the declaration of a federal or state "disaster area" status; or catastrophe, whether natural or manmade, which seriously damages, or threatens to seriously damage the physical existence of the Condominium. During an emergency as defined herein, the Board of Directors may exercise the following emergency powers:

A. Conduct meetings of the Board of Directors and membership meetings with notice given as is practicable. Such notice may be given in any practicable manner, including, but not limited to, publication, telephone, radio, United States mail, electronic mail, the Internet, public service announcements, and conspicuous posting in the Condominium or any other means the Board of Directors deems reasonable under the circumstances. Notice of Board of Directors' decisions may be communicated as provided herein. The Directors in attendance at such a meeting of the Board of Directors, if more than one (1) Director, shall constitute a quorum.

B. Cancel and reschedule any membership meeting, committee meeting or meeting of the Board of Directors.

C. Name as interim assistant officers' persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they are assistants during the state of emergency to accommodate the incapacity or unavailability of any officer of the Association.

D. Relocate the Association's principal address or designate alternative principal addresses.

E. Enter into agreements with governmental agencies, local counties and municipalities to assist counties and municipalities with debris removal and other emergency assistance.

F. Implement a disaster plan before or immediately following the event for which a state of emergency is declared which may include, but is not limited to, electricity; water, sewer, or security systems; or heating, ventilating and air conditioners.

G. Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine any portion of the Condominium unavailable for entry or occupancy by Unit Owners, tenants, guests, occupants, or invitees to protect the health, safety, or welfare of such persons.

H. Require the evacuation of the Condominium in the event of a mandatory evacuation order in the locale in which the Condominium is located. Should any Unit Owner, tenant, guest, occupant, or invitee fail or refuse to evacuate the Condominium where the Board of Directors has required evacuation, the Association shall be immune from any and all liability or injury to persons or property arising from such failure or refusal.

I. Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine whether the Condominium Property can be safely inhabited or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the Declaration

J. Mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of mold, mildew or fungus by removing and disposing of wet drywall, insulation, carpet, carpet pad, wood flooring, tile, baseboards, air ducts, insulation, cabinetry, any and all personal property or belongings of a Unit Owner or occupant, including but not limited to furniture, clothes, mattresses, and all other fixtures on or within the Common Elements, Association Property or the Units, even if the Unit Owner is obligated by the Declaration or Florida law to insure or replace those fixtures and to remove personal property from a Unit.

K. Contract, on behalf of any Unit Owner, for items or services for which Unit Owners are otherwise individually responsible for, but which are necessary to prevent further damage to the Common Elements, Condominium Property or Association Property. In such event, the Unit Owner on whose behalf the Board of Directors has contracted shall be responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use any Assessment and claim of lien authority provided by Section 718.116, Florida Statutes, or the Declaration, to enforce collection of such charges.

L. Regardless of any provision to the contrary and even if such authority does not specifically appear in the Declaration, the Articles of Incorporation, or the Bylaws, the Board of Directors may levy one or more Special Assessments without a vote of the Unit Owners.

M. Without Unit Owner approval, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association when operating funds are insufficient. This paragraph does not limit the general authority of the Association to borrow money, subject to such restrictions as are contained in the Articles of Incorporation, the Declaration, or the Bylaws.

N. Corporate action taken in good faith to meet the emergency needs of the Association or its Members shall bind the Association; have the rebuttable presumption of being reasonable and necessary; and may not be used to impose liability on a Director, Officer, or employee of the Association. An officer, director, or employee of the Association acting in good faith and in accordance with this Article 4, Section 4.3 herein shall only be liable for willful misconduct.

The special powers authorized in Article 4, Section 4.3 herein shall be limited to the time period reasonably necessary to protect the health, safety, and welfare of the Condominium Property, the Association and Association Property, the Unit Owners, tenants, guests, occupants and invitees and shall be reasonably necessary to mitigate further damage and make emergency repairs to the Common Elements and Association Property.

4.4 Assets Held in Trust. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the Members in accordance with the provisions of the Condominium Act, the Declaration, these Articles of Incorporation and the Bylaws.

4.5 Limitation on Exercise of Powers. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Condominium Act, the Declaration, these Articles of Incorporation and the Bylaws.

ARTICLE 5. MEMBERS

5.1 Membership in Association. All persons owning a vested present interest in the fee title to any of the Condominium Units in **SEA SHELL, A CONDOMINIUM** as evidenced by a duly recorded proper instrument in the Public Records of Sarasota County, Florida, shall be Members of the Association. Membership shall terminate automatically and immediately as a Member's vested interest in the fee title to a Unit terminates, except that upon termination of the entire condominium project, the membership shall consist of those who were Members at the time of each termination, as more fully provided in the Declaration. In the event a Unit is owned by a legal entity other than a natural person, the officer, director, or other official so designated by such legal entity shall exercise its membership rights.

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

5.3 Voting Rights. Subject to a voting right being suspended pursuant to Section 718.303, Florida Statutes, the Owner of each Unit is entitled to one (1) vote as a Member of the Association. The manner of exercising voting rights shall be determined by the Declaration, these Articles of Incorporation and the Bylaws. There shall be no vote for a Unit owned by the Association or held in a court appointed receivership. Owners of more than one Unit shall be entitled to cast one vote for each Unit owned. A vote is not divisible.

ARTICLE 6. REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association shall be at 1800 Second Street, Suite 808, Sarasota, Florida 34236 and the registered agent at such address shall be Kevin T. Wells, Esq. of the Law Offices of Kevin T. Wells, P.A. The Board of Directors may change the Association's registered office or agent from time to time in the manner provided by law.

ARTICLE 7. BOARD OF DIRECTORS

7.1 Board of Directors. The affairs of the Association shall be managed by the Board of Directors, composed as provided in the Bylaws, but in no event consisting of less than three (3) directors. A director must fulfill all requirements of eligibility provided in Florida law, the Association Bylaws and in the Declaration.

7.2 Election of Directors. Directors of the Association shall be elected at the annual meeting of Members in the manner determined by the Association Bylaws and the Condominium Act. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Association Bylaws and the Condominium Act.

**ARTICLE 8.
ORIGINAL INCORPORATORS**

The names and street addresses of the original incorporators to these Articles of Incorporation are as follows:

Vincent D'Autorio	6937 Midnight Pass Road, Sarasota, Florida
Annette J. D'Autorio,	6937 Midnight Pass Road, Sarasota, Florida
Kenneth J. Marshal	6360 S. Tamiami Trail, Sarasota, Florida

**ARTICLE 9.
OFFICERS**

The affairs of the Association shall be administered, as directed by the Board, by the officers and assistant officers designated in the Association Bylaws. The Board of Directors shall elect officers at its organizational Board meeting following the annual meeting of the Members of the Association. Officers serve at the pleasure of the Board of Directors.

**ARTICLE 10.
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

10.1 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 or she is or was a director, officer, or committee member of the Association, against expenses (including attorney fees and appellate attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her 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 or she did not act in good faith or in a manner he or she 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 or she had reasonable cause to believe his or her 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.

10.2 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 10.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified for expenses (including attorney fees and appellate attorney fees) actually and reasonably incurred by him or her in connection therewith.

10.3 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 10.

10.4 Miscellaneous. The indemnification provided by this Article 10 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.

10.5 Insurance. The Association has 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 or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article 10.

ARTICLE 11. BYLAWS

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

ARTICLE 12. AMENDMENTS

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

12.1 Notice and Proposal. Notice of the subject matter or proposed amendments shall be included in or with the notice of the membership meeting at which the amendment will be considered. An amendment to these Articles of Incorporation may be proposed by the Board of Directors or by at least twenty-five percent (25%) of unit owners. Upon an amendment to these Articles of Incorporation being properly proposed, such proposed amendment shall be transmitted to the President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the Members of the Association for a date not sooner than fourteen (14) days nor later than sixty (60) days from receipt of the proposed amendment. It shall be the duty of the Secretary to give to each Member proper and timely notice of such a membership meeting in the manner provided for in the Bylaws.

12.2 Approval of Amendments. An amendment to the Articles of Incorporation shall be adopted upon the affirmative approval of at least two thirds (2/3rds) of the total Voting Interests of the Association. Members not present, in person or by proxy, at the membership meeting considering the amendment may express their approval in writing, provided that such written approval is delivered to the Association Secretary or Manager prior to or at the membership meeting.

12.3 Automatic Amendment. These Articles of Incorporation may be amended by the Board of Directors, if necessary, to make the same consistent with the provisions of the Declaration. Whenever Chapters 617 or 718, Florida Statutes, or other applicable Florida or Federal laws or administrative regulations, are subsequently amended so that these Articles of Incorporation are inconsistent with the applicable law or administrative rules, the Board of Directors, without a vote of the Members, may, but shall not be under a duty or obligation to, adopt by Majority vote of the Board, amendments to these Articles of Incorporation to make them consistent.

12.4 Limitation on Amendments. No amendment to these Articles of Incorporation shall be made which conflicts with the Condominium Act or the Declaration.

12.5 Certification. A copy of each amendment to the Articles of Incorporation shall be filed with the Florida Secretary of State, Division of Corporations, and shall be recorded in the Public Records of Sarasota County, Florida, along with a certificate of amendment executed by the appropriate officers of the Association attesting that the amendment has been lawfully adopted.

ARTICLE 13. MISCELLANEOUS

13.1 Definitions and Interpretation. Terms used in these Articles of Incorporation shall have the same meaning as defined in the Declaration or the Condominium Act. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation, and the Rules and Regulations. The Board of Directors' interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable shall conclusively establish the validity of such interpretation.

13.2 Conflicts. The term "Condominium Documents," as used in these Articles of Incorporation and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, Bylaws, 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 an actual or implied conflict in the Condominium Documents, the Condominium Documents shall control in the following order: (1) Declaration, (2) Articles of Incorporation, (3) Bylaws, and (4) Rules and Regulations

13.3 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.

13.4 Severability. In the event that any Section, clause, paragraph or other provision of the Articles of Incorporation is deemed invalid, it shall be deemed severed and the remaining provisions of the Articles of Incorporation shall remain valid and in full force and effect.

13.6 Headings. The headings of paragraphs or sections herein are for convenience purposes only, and shall not be used to alter or interpret the provisions therein.

AMENDED AND RESTATED

**BYLAWS
OF
SEA SHELL CONDOMINIUM ASSOCIATION, INC.**

*[Substantial rewording of Bylaws. See existing Bylaws
and amendments thereto for present text.]*

1. IDENTIFICATION.

1.1 Name. The name of this corporation is **SEA SHELL CONDOMINIUM, ASSOCIATION INC., a Florida not for profit corporation** (herein, the "**Association**"). The original Declaration of Condominium of Sea Shell, a Condominium was recorded at Official Records Book 1093, Page 705 *et seq.* of the Public Records of Sarasota County, Florida.

1.2 Purposes. This Association is organized for the purpose of being a condominium association within the meaning of the Condominium Act of the State of Florida, and in turn for the purpose of operating, governing, administering and managing the property and affairs of the Condominium established upon the real property in Sarasota County, Florida, as more particularly described in the Declaration of Condominium of Sea Shell, a Condominium (herein, the "**Declaration**") for **SEA SHELL, A CONDOMINIUM** (herein, the "**Condominium**"). The purposes of this Association shall include the exercise of all powers granted to it as a corporation under the laws of Florida, these Bylaws, the Articles of Incorporation and the Declaration and further to exercise all powers granted to a condominium association under the Condominium Act.

1.3 Principal Office. The principal office of the Association shall be located at 6500 Midnight Pass Road, Sarasota, Florida 34242. The address of the principal office may be changed from time to time by the Board of Directors as it determines appropriate.

1.4 Fiscal Year. The fiscal year of the Association is the calendar year (October 1 through September 30), unless otherwise determined by the Board of Directors.

1.5 Corporate Seal. The Board of Directors may adopt a corporate seal which will bear the name of the Association, the word "Florida", the year of incorporation (1975), and identify the Association as a not-for-profit corporation. A common seal may be used in lieu of a raised corporate seal; however, a seal is not required to validate corporate actions unless otherwise specifically required by law.

2. DEFINITIONS. The terms used in these Bylaws have the same meaning as set forth in the Declaration and the Florida Condominium Act (Chapter 718, Florida Statutes), unless the context requires otherwise.

3. MEMBERS.

3.1 Membership in Association. The Members of the Association shall consist of all of the record Owners of fee title to the Units in the Condominium. After termination of the Condominium, the membership shall consist of those who are Members at the time of such termination, their successors and assigns.

3.2 Change of Membership. After receiving written approval of the Association's Board of Directors required by the Declaration, change of membership in the Association shall be established by the recording in the

Public Records of Sarasota County, Florida, a deed or other appropriate instrument establishing a record interest to a Unit in the Condominium and the delivery to the Association of a copy of such recorded instrument. The grantee designated by such instrument thereby becomes a Member of the Association and the membership of the grantor is terminated. Membership in the Association is not transferable or assignable, other than as an appurtenance to Unit ownership.

3.3 Voting Rights. The Owner of each Unit shall have one (1) indivisible vote per Unit, which shall be cast as provided in Article 3.5 of the Bylaws. The total number of votes ("Voting Interests") is equal to the total number of Units (48). The vote of the Unit is not divisible. The term "**Majority**" as used in the Condominium Documents in reference to voting by Unit Owners and the Board of Directors shall mean more than fifty percent (50%).

3.4 Suspension of Voting Rights. In the event that a Unit Owner is delinquent for more than ninety (90) days in an amount in excess of \$1,000 in paying a fine, fee, or other monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid, the voting rights of a Unit Owner. Proof of such obligation must be provided to the Unit Owner at least thirty (30) days before such suspension takes effect. Such a suspension ends upon full payment of all obligations currently due or overdue the Association. A receiver may not exercise voting rights of any Unit Owner whose Unit is placed in receivership for the benefit of the Association pursuant to the Condominium Act. If the Association holds title to a Unit, the vote attributable to that Unit shall not be counted for any purpose.

3.5 Voting Representative. The following persons shall be authorized to cast a vote on behalf of a Unit, depending on the specific ownership interest:

A. Individual Person. If a Unit is owned by one (1) natural person, that person shall automatically be designated as the Unit's Voting Representative on admission to membership and is authorized to cast the vote on behalf of the Unit. No voting certificate shall be required.

B. Voting for Units Jointly Owned. If a Unit is owned jointly by two or more natural persons, then any of the record Owners of the Unit may cast the vote for such Unit. However, if more than one of the joint Owners of a Unit are present at the meeting and/or cast a vote for the Unit and the votes conflict, no vote shall be counted for the Unit and further provided that if a ballot is provided for a vote at a meeting it shall be provided only to the first Owner of the Unit who claims it. No voting certificate shall be required.

C. Corporation. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a voting certificate signed by the president or vice president of the corporation and attested by the secretary or assistant secretary of the corporation. Absent such a voting certificate, the president of the corporation shall be authorized to cast the vote on behalf of the Unit.

D. LLC. If a Unit is owned by a Limited Liability Company ("LLC"), the person entitled to cast the vote for the Unit shall be designated by a voting certificate signed by any member or managing member of the LLC.

E. Partnership. If the Unit is owned by a partnership, the person entitled to cast the vote for the Unit shall be designated by a voting certificate signed by a partner.

F. **Trust.** If the Unit is owned by a trustee, the person entitled to cast the vote for the Unit shall be designated by a voting certificate signed by a trustee of the trust. Absent such a voting certificate, the trustee of the trust shall be authorized to cast the vote on behalf of the Unit.

3.6 Voting Certificate. All voting certificates must be in writing and filed with the Association. A voting certificate shall be valid until revoked, until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote conferred by Unit ownership may be revoked by any Owner of a Unit. The Association shall have a right to rely on the veracity of any person indicating that he or she is the authorized representative of a Unit Owner as set forth above.

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

4. MEMBERSHIP MEETINGS.

4.1 Annual Membership Meeting. The annual meeting of the Members will be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible no later than twelve (12) months after the preceding annual meeting. The purpose of such annual membership meeting shall be to elect Directors and to transact such other business as authorized to be transacted by the Members.

4.2 Special Membership Meetings.

A. Special Membership Meetings. Special meetings of the Members shall be held whenever called by the President, Vice President or by a Majority of the entire Board of Directors, and must be called by the President or Vice President upon receipt of a request in writing by Members entitled to cast not less than twenty percent (20%) of the eligible Voting Interests of the Association. A meeting requested by the Members shall be set for a date not less than fourteen (14) days or more than sixty (60) days from the date the request is properly received by the Association. The notice of a special meeting of the Members shall state a valid purpose or purposes for the meeting and the business conducted therein shall be limited to those matters.

B. Recall Special Membership Meeting. A special meeting of the Members to recall one or more Directors may be called by a written petition signed by at least ten percent (10%) of the eligible Voting Interests of the Association. The Members calling the special meeting of the Members to recall one or more Directors shall be responsible for calling the meeting. The special meeting notice shall specifically state the purpose(s) of the meeting. Business to be transacted at all special membership meetings shall be confined to the objects and the action to be taken as stated in the notice of the meeting.

4.3 Location of Membership Meetings. The Board of Directors may designate any place located within forty-five (45) miles of the Condominium as the place of the membership meeting. If no such Board designation is made, such meeting shall take place on the Condominium Property.

4.4 Notice of Meetings. Written notice stating the agenda, place, day and time of all meetings of Members shall be mailed, emailed or hand-delivered to each Member entitled to vote at such meeting, at the Member's address as it last appears on the books of the Association, not less than fourteen (14) days nor more

than sixty (60) days before the day of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. Each Member is responsible for keeping their address on file with the Association current. The Association shall also post in a conspicuous place on the Condominium Property the notice and agenda of the membership meeting at least fourteen (14) days prior to the date of the membership meeting.

A. Proof of Notice. The person providing the notice of the membership meeting shall provide proof of such mailing, emailing, delivery and posting by affidavit. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his or her address as it last appears on the records of the Association, with postage thereon prepaid.

B. Attendance at Meetings. Members may attend membership meetings in person or by proxy. Pursuant to Section 617.0721(3), Florida Statutes, the Board of Directors may authorize, and subject to such guidelines and procedures as the Board may adopt, Members and proxy holders who are not physically present at a membership meeting, by means of remote communication, to participate in the meeting, be deemed present in person and vote at the meeting if the Association implements reasonable means to verify that each person deemed present and authorized to vote by means of remote communication is a Member or a proxy holder, and the Association implements reasonable measures to provide such Members or proxy holders with a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to communicate and to read or hear the proceedings of the meeting substantially concurrent with the proceedings.

C. Waiver of Notice. A Member may voluntarily waive notice of a membership meeting before or after the meeting. The attendance of a Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting, except when the Member's (or the Member's 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.

4.5 Electronic Transmission. Notwithstanding any other provision herein, notice of meetings of the Board of Directors, membership meetings (except membership meetings to recall directors), and committee meetings may be given by electronic transmission to those Members who consent to receive notice by electronic transmission. "**Electronic transmission**" means any form of communication, not directly involving the physical transmission or transfer of paper, that creates a record that may be retained, retrieved, and reviewed by the recipient and that may be directly reproduced in a comprehensible and legible paper form by the recipient through an automated process such as a printer or a copy machine. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmission of images, and text that is sent via electronic mail between computers. Electronic transmission does not include oral communication by telephone.

A. Consent and Revocation of Consent. In order to be effective, any consent given by a Unit Owner to receive notices via electronic transmission, and any revocation of consent, must be in writing and must be signed by the Owner of record or by a person holding a power of attorney executed by the owner of record. Consent or revocation of consent may be delivered to the Association via electronic transmission, by hand-delivery, by United States mail, by certified United States mail, or by other commercial delivery service. The Unit Owner bears the risk of ensuring delivery.

B. Delivery of Consent or Revocation of Consent. Any consent given by a Unit Owner to receive notices via electronic transmission must be actually received by a current officer, board member, or

manager of the Association, or by the Association's registered agent. In order to be effective notice, notice of a meeting delivered via electronic transmission must contain all attachments and information required by law.

C. Automatic Revocation of Consent. Consent shall be automatically revoked if the Association is unsuccessful in providing notice via electronic transmission for two (2) consecutive transmissions to an Owner, if and when the Association becomes aware of such electronic failures.

D. Effect of Sending Electronic Meeting Notice. Notice of a meeting is effective when sent by the Association, regardless of when the notice is actually received by the Owner, if directed to the correct address, location or number, or if posted on a web site or internet location to which the Owner has consented. The Owner, by consenting to notice via electronic transmission, accepts the risk of not receiving electronic notice so long as the Association correctly directed the transmission to the address, number, or location provided by the Owner. An affidavit of the Secretary or other authorized agent of the Association filed among the official records of the Association that the notice has been duly provided via electronic transmission is verification that valid electronic transmission of the notice has occurred. The Association may elect to provide, but is not required to provide, notice of meetings via non-electronic transmission even if notice has been sent to the same Owner or Owners via electronic transmission.

E. Stop Delivery by Electronic Notice. If the Association decides to stop delivery of notices by electronic transmission, then the Association shall notify all Owners by electronic transmission of the date on which electronic transmission of notices will cease. The Association must mail the notice to those Owners whose consent has been revoked or was never given.

4.6 Broadcast Notice of Meetings. In lieu of or in addition to the physical posting of notice of any meeting on the Condominium Property, the Board of Directors may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Condominium Property. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least four (4) times every broadcast hour of each day that a posted notice is otherwise required under this Article. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and agenda.

4.7 Quorum at Membership Meetings. A quorum at a membership meeting shall consist of not less than a Majority (i.e., more than half) of the Association's eligible Voting Interests. A Unit owned by the Association, a Unit placed in a receivership or a voting interest or consent right allocated to a Unit or Member which has been suspended by the Board shall not be counted towards the total number of Voting Interests necessary to constitute a quorum, the number of Voting Interests required to conduct an election, or the number of Voting Interests required to approve an action under the Condominium Act or pursuant to the Declaration, Articles of Incorporation or these Bylaws.

4.8 Adjournment. A Majority of the Voting Interests present (in person or by proxy) at a membership meeting may adjourn a membership meeting from time to time even if less than a quorum.

4.9 Proxies. Votes may be cast in person or by written proxy substantially complying with the requirements of the Condominium Act. Proxies must be filed with the Association prior to the membership meeting or reconvened membership meeting. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period

longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit Owner executing it. Proxies in no event shall be used in electing directors. Holders of proxies must be Unit Owners.

Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended shall contain the following statement in capitalized, bold letters in a font size larger than any other used on the face of the proxy: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.**

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 and ratifying the vote cast by the Owner's proxy. The use of proxies is to be liberally construed.

4.10 Vote Required to Make Decisions. When a quorum is obtained at a membership meeting, the vote of a Majority of the Voting Interests present in person or by proxy shall decide any question brought before the meeting, unless the Declaration, these Bylaws, the Articles of Incorporation or any applicable statute provides otherwise, in which event the vote prescribed therein shall control.

4.11 Order of Business. If a quorum has been obtained, the order of business at annual membership meetings, and as far as practical at special membership meetings, will be:

- A. Call to Order by the President;
- B. At the discretion of the President, appointment by the President of a Chairperson of the Meeting (who need not be a Member or Director);
- C. Calling of the Roll, Certifying of Proxies, and Determination of a Quorum;
- D. Appointment of Inspectors of Election;
- E. Election of Directors;
- F. Proof of Proper Notice of the Meeting;
- G. Reading and Disposal of any Unapproved Minutes;
- H. Officers' Reports;
- I. Committee Reports;
- J. Unfinished Business;
- K. New Business; and
- L. Adjournment.

The President or Chairperson may waive, in whole or in part, the above order.

4.12 Minutes of Meetings. Minutes shall be reduced to written form within a reasonable time frame after the meeting. The minutes of meetings of the Members shall be kept in a book or binder or in electronic format available for inspection and photocopying by Unit Owners or their authorized representative, in accordance with the Condominium Act. The Association shall maintain these minutes for so long as required by the Condominium Act.

4.13 Written Action by Members. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of Members, may be taken without a meeting if a

consent in writing, setting forth the action so taken, shall be signed by the required percentage of Members entitled to vote with respect to the subject matter thereof. Such action by Members via written agreement shall comply with the procedural requirements of Section 617.0701(4), Florida Statutes.

5. BOARD OF DIRECTORS.

5.1 Number and Term. The Association shall be governed by a Board of Directors composed of not less than three (3) and no more than five (5) directors, with the exact number of directors to be determined by the Board from time to time. The Board shall always be comprised of an odd number of Directors. At a duly-noticed Board meeting, the Board of Directors may designate the number of directors at least sixty (60) days before the annual membership meeting. If no such designation is timely made, the number of directors shall remain the same as the previous year. All directors shall be elected to serve a two-year staggered term of office. Directors shall (barring resignation, disqualification or death) hold office until the expiration of their terms and until their successors have been elected and qualified.

5.2 Director Qualifications. A director must be a natural person who is at least eighteen (18) years of age or older. A director must be a Unit Owner or the designated voter of a Unit that is not owned by a natural person. In the event an incumbent director becomes ninety (90) days or more delinquent in the payment of any monetary obligation 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. Co-owners of a Unit and spouses cannot simultaneously serve on the Board unless they own more than one Unit or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of the vacancy. When a Unit is owned by a corporation, any officer of the corporation is eligible to serve as a director. When a Unit is owned by a partnership, any partner of the partnership is eligible to serve as a director. A grantor of a trust, a resident trust beneficiary and the spouses of such persons are eligible to serve as a director. A convicted felon whose civil rights have not been fully restored for at least five (5) years as of the date of election is not eligible to serve as a director. Any person who has been suspended or removed from serving as a director by the Division of Florida Condominiums, Timeshares and Mobile Homes is not eligible to serve as a director.

5.3 Director Election. The election of directors shall take place concurrent with the annual membership meeting, in the manner provided in the Condominium Act and as follows:

A. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver to each Unit Owner entitled to vote, a **first notice** of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Association of their intent to be a director candidate not less than forty (40) days before the scheduled election. Not less than fourteen (14) days nor more than thirty-four (34) days prior to the membership meeting at which the election will occur, the Association shall mail or deliver a **second notice** of the membership meeting to all Unit Owners entitled to vote, together with a written ballot which shall list all director candidates in alphabetical order by surname. Upon timely request of a director candidate, the Association shall include with the second mailing of the ballot the director information sheet(s), not larger than 8 ½ inches by 11 inches, which were timely furnished by the director candidate(s) to the Association not less than thirty-five (35) days before the election. The costs of mailing and copying of the candidate information sheets and director certification forms shall be paid by the Association.

B. Written ballots will be available for use by those Owners attending the meeting in person. A Unit Owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance. No Unit Owner shall permit another person to cast his or her ballot, and any such improperly cast ballot shall be deemed invalid. Any Unit Owner who violates this provision may be fined by the Association.

C. If more persons are nominated than there are director vacancies to be filled, the election shall be by secret ballot. Each person voting is entitled to cast his or her vote for each of as many director nominees as there are vacancies to be filled. The nominees receiving the greatest number of votes properly cast shall be elected. Elections shall be decided by a plurality of the votes cast. Tie votes shall be broken by agreement among the director candidates who are tied, or absent such an agreement, by chance, such as the flipping of a coin by a neutral third party or the drawing of straws. An election is not required unless more candidates file notices of intent to run than director vacancies exist.

D. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot to have a valid election of directors.

5.4 Organizational Board Meeting. The organizational meeting of a newly-elected Board of Directors for the purpose of electing officers shall be held within ten (10) days of the election at such date, place and time as shall be fixed by the directors. No further notice of the organizational meeting shall be necessary unless business in addition to the election of Officers is to be considered by the Board of Directors.

5.5 Regular Board Meetings. A meeting of the Board occurs whenever a quorum of the Directors gathers for the purpose of conducting Association business. Regular meetings of the Board of Directors shall be held at such date, time and place as shall be determined from time to time, by a Majority of the Directors or on the call of the President or Vice President. Except for meetings with the Association's attorney for purpose of obtaining legal advice with respect to proposed or pending litigation or meetings to discuss personnel matters, meetings of the Board of Directors shall be open to all Unit Owners. Any Member may tape record or videotape open meetings of the Board of Directors subject to reasonable rules adopted by the Board of Directors. The right to attend Board meetings includes the right to speak at such meetings with reference to all designated agenda items in accordance with any reasonable rules adopted by the Board of Directors.

5.6 Notices of Board Meetings.

A. **Notice.** Adequate notice of all Board meetings, which must specifically identify all agenda items, must be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours before the meeting except in an emergency. Upon notice to the Unit Owners, the Board shall, by duly adopted rule, designate a specific location on the Condominium Property where all notices of Board meetings must be posted. Notice of meetings of the Board of Directors shall also be given to each director personally or by mail, email, telephone, facsimile transmission or telegraph, at least forty-eight (48) hours in advance. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid.

B. **Emergency Action.** Any item not on the agenda of a meeting of the Board of Directors may be taken up on an emergency basis by at least a Majority plus one of the Board of Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board of Directors.

C. **Telephone or Videoconference Attendance.** A Director or committee member may participate in a meeting via telephone, real-time videoconferencing, Zoom virtual meeting platform, or similar real-time electronic or video communication and such participation counts toward a quorum, and such Director or committee member may vote as if physically present so long as a speaker is used at the meeting site so that the conversation of such person may be heard by all persons attending the meeting in person. Directors may use e-mail as a means of communication, but may not cast a vote on an Association matter via e-mail.

D. **20% Member Petition.** If twenty percent (20%) of the Voting Interests petition the Board in writing to address an item of business, the Board, within sixty (60) days after receipt of the petition, shall place the item on the agenda at its next regular Board meeting or at a special meeting called for that purpose.

5.7 Special Notice of Certain Board Meetings. In addition to the notice required above, not less than fourteen (14) days' notice shall be mailed, emailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property of any Board meeting to consider the annual budget, consider the levy of a non-emergency special assessment or a proposed rule regarding Unit use. Notice of any meeting in which special assessments against Unit Owners are to be considered for any reasons shall specially state that assessments will be considered and the nature, estimated cost, and description of the purposes for any such special assessments. Evidence of compliance with this 14-day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the official records of the Association.

5.8 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, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

5.9 Owner Participation in Board Meetings. Except for meetings with the Association's attorney for the purpose of obtaining legal advice with respect to proposed or pending litigation and meetings of the Board of Directors to discuss personnel matters, meetings of the Board of Directors shall be open to all Unit Owners. Unit Owners shall not designate third persons, through power of attorney or otherwise, to attend meetings of the Board of Directors, unless agreed to otherwise by the Board of Directors in advance. The right to attend meetings of the Board of Directors includes the right to speak with reference to all designated agenda items; provided, however, the Board of Directors may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Unless otherwise provided by resolution of the Board of Directors, each Unit Owner is entitled to speak for three (3) minutes with reference to designated agenda items. Any Member may tape record or videotape open meetings of the Board of Directors, subject to reasonable rules adopted by the Board of Directors.

5.10 Agenda. 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 (2) Board members.

5.11 Quorum and Adjournment. A Majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a Majority of the Directors are present at said meeting, a Majority of the Directors present may adjourn the meeting from time to time without further notice. Once a quorum is established, business may be conducted until the adjournment of the meeting; the quorum shall not be lost due to Directors electing to depart the meeting prior to adjournment. At any adjourned meeting of the Board of Directors, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.12 Voting. The acts approved by a Majority of the Voting Interests present at a Board meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws. A director who is present at a Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Director votes against the action or abstains from voting. A

director who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. A vote or abstention shall be recorded in the minutes. Directors may not vote by proxy. Directors may vote by secret ballot only for the election of officers. Directors may use e-mail as a means of communication but may not cast a vote on an Association matter via email.

5.13 Joinder and Waiver. A director may submit in writing his agreement or disagreement with any action taken at a Board meeting that the director did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and shall not be considered in determining a quorum. Any director may waive notice to that director of a Board meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice to that director.

5.14 Vacancies. Except as to vacancies caused by removal of a Majority of the directors by Members (which vacancies shall be filled in the manner provided in the Condominium Act), vacancies in the Board of Directors occurring between annual membership meetings may be filled by a Majority of the remaining directors (even if less than a quorum) to serve for the remainder of the director's unexpired term of office, unless otherwise provided by law. Such vacancies shall be filled within a reasonable time period. A director or officer who is more than ninety (90) days delinquent in the payment of any monetary obligation to the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled by the Board.

5.15 Presiding Officer. The chairperson at all Board meetings shall be the President. The President may, however, designate any other person to preside. In the absence of the President or the President's designee, the directors present may designate a chairperson.

5.16 Order of Business. Except when waived by the President or Chairperson, the order of business at Board of Directors' meetings shall be, to the extent applicable, as follow:

- A. Calling of Roll;
- B. Proof of Due Notice of meeting;
- C. Reading and Disposal of any Unapproved Minutes;
- D. Reports of Officers and Committees;
- E. Election of officers;
- F. Unfinished Business;
- G. New Business;
- H. Owner Comments Concerning Agenda Items and Items Opened for Discussion; and
- I. Adjournment.

5.17 Removal and Recall. Directors may be removed or recalled from office with or without cause by an affirmative vote of a Majority of the Voting Interests at a duly-convened special membership meeting called for that purpose or by a written petition signed by at least a Majority of all the Voting Interests, in the manner provided in the Condominium Act. A special meeting of the Members to recall a director or directors may be called by ten percent (10%) of the Voting Interests giving notice of the meeting as required for a meeting of the Members, and the notice shall state the purpose of the meeting. Any director delinquent in the payment of any monetary obligation to the Association for more than ninety (90) days shall automatically be removed as a director.

5.18 Conflict of Interests.

A. Disclosure. Directors and officers, and the relatives of such directors and officers, must disclose to the Board any activity that may reasonably be construed to be a conflict of interest. A rebuttable

presumption of a conflict of interest exists if any of the following occurs without prior notice: (a) a director or an officer, or a relative of a director or an officer, enters into a contract for goods or services with the Association; or (b) a director or an officer, or a relative of a director or an officer, holds an interest in a corporation, limited liability corporation, partnership, limited liability partnership, or other business entity that conducts business with the Association or proposes to enter into a contract or other transaction with the Association.

B. Proposed Activity Must be Listed. If a director or an officer, or a relative of a director or an officer, proposes to engage in an activity that is a conflict of interest, as described in subsection A. above, the proposed activity must be listed on, and all contracts and transactional documents related to the proposed activity must be attached to, the meeting agenda. The Association shall comply with the requirements of s. 617.0832, and the disclosures required by s. 617.0832 shall be entered into the written minutes of the meeting.

C. Approval of Contract/Transaction. Approval of the contract or other transaction requires an affirmative vote of two-thirds (2/3rds) of all other directors present at the Board meeting. At the next regular or special meeting of the Members, the existence of the contract or other transaction shall be disclosed to the Members. Upon motion of any Member, the contract or transaction shall be brought up for a vote and may be canceled by a Majority vote of the Members present. If the contract is canceled, the Association is only liable for the reasonable value of the goods and services provided up to the time of cancellation and is not liable for any termination fee, liquidated damages, or other form of penalty for such cancellation.

D. Board Votes Against Proposed Activity. If the Board votes against the proposed activity, the director or officer, or the relative of the director or officer, must notify the Board in writing of his or her intention not to pursue the proposed activity or to withdraw from office. If the Board finds that an officer or a director has violated this Section 5.18, the officer or director shall be deemed removed from office. The vacancy shall be filled according to general law.

E. Possible Conflict of Interest. A director or an officer, or a relative of a director or an officer, who is a party to, or has an interest in, an activity that is a possible conflict of interest, as described in subsection A., may attend the meeting at which the activity is considered by the Board and is authorized to make a presentation to the Board regarding the activity. After the presentation, the director or officer, or the relative of the director or officer, must leave the meeting during the discussion of, and the vote on, the activity. A director or an officer who is a party to, or has an interest in, the activity must recuse himself or herself from the vote.

F. Failure to Disclose. A contract entered into between a director or an officer, or a relative of a director or an officer, and the Association that has not been properly disclosed as a conflict of interest or potential conflict of interest as required by s. 718.111(12)(g) is voidable and terminates upon the filing of a written notice terminating the contract with the Board of Directors which contains the consent of at least twenty percent (20%) of the voting interests of the Association.

5.19 Delegation of Board Functions. The Board of Directors may delegate any or all of the functions of the Secretary or Treasurer to a management agent or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the agent or employee in the performance of such functions.

5.20 Minutes of Meetings. The minutes of all Board meetings shall be kept in a business-like manner in a book or electronic format available for inspection and copying by Unit Owners or their authorized representatives at any reasonable time. The Association shall maintain these minutes as required by the Condominium Act. Minutes for each meeting must be reduced to written form within a reasonable time period after the meeting date.

5.21 Resignation. A Director or officer may resign at any time by delivering written notice to the Board of Directors, President or Secretary. A resignation is effective when the notice is delivered unless the notice specifies a later date. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by a Director or officer, or the occurrence of any other event that would make a Director or officer ineligible to serve in that capacity, shall constitute an automatic resignation of such Director or officer without need for a written resignation. If the resignation is made effective at a later date, the members of the Board of Directors (including the Director whose resignation is not yet effective) may vote to fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date.

5.22 Compensation. Directors shall not receive any compensation for acting as such. Directors shall be entitled to reimbursement of expenses reasonably incurred.

6. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

6.1 Powers and Duties. The affairs and operation of the Association shall be managed by its Board of Directors. Said Board shall have and execute all powers necessary to accomplish its duties and obligations relative to the Association and the Condominium. All of the powers and duties of the Association existing under the Condominium Act, Declaration, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, its officers, agents, contractors or employees subject only to approval by Unit Owners when such is specifically required. The Board may delegate its authority to its officers, agents, contractors or employees, except where prohibited by law. Such powers and duties of the Board of Directors shall include the following:

- A. Operating, administering, maintaining, repairing and replacing the Common Elements.
- B. Determining the Common Expenses required for the proper operation of the Condominium and the Association.
- C. Levying and collecting regular and special assessments for the payment of the Common Expenses from the Unit Owners.
- D. Employing and terminating the contractors, employees and the personnel as necessary for the proper and timely maintenance and operation of the Common Elements.
- E. Adopting and amending Rules and Regulations concerning the Condominium Property, subject to the authority of the Members to overrule such Rules and Regulations.
- F. Maintaining accounts at banks and other depositories on behalf of the Association and designating the signatories therefor.
- G. Purchasing, leasing or otherwise acquiring Units or other real and/or personal property in the name of the Association or its designee.
- H. Purchasing Units at foreclosure, tax or judicial sales, in the name of the Association or its designee.

I. Selling, leasing, improving, altering, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased by the Association or its designee.

J. Organizing corporations, LLCs or partnerships and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.

K. Reviewing and obtaining insurance for the Condominium Property and the Association and its officers and directors.

L. Making repairs, additions or improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by hurricane, flood, fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

M. Enforcing obligations of Unit Owners where the Board determines it necessary and appropriate to do so; allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium and Association.

N. Levying fines for violations of the Declaration, Articles of Incorporation, Bylaws or Rules and Regulations of the Association.

O. Purchasing or leasing Units for use by resident superintendents, managers, or other similar persons.

P. Borrowing money when required in connection with the operation, care, upkeep, maintenance, repair or replacement of the Common Elements or the acquisition of property, and granting mortgagees and/or security interests in Association owned property and accounts.

Q. Contracting for the management, maintenance, repair and replacement of the Condominium Property and authorizing a management agent to assist the Association in carrying out its powers and duties.

R. At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings and imposing reasonable fees, deposits, and charges for such private use.

S. To exercise: (1) all powers specifically set forth in the Declaration, Articles of Incorporation, these Bylaws and in the Condominium Act, (ii) all powers necessary or incidental thereto, and (iii) all other powers granted by statute or other law to a Florida not for profit corporation.

T. Imposing a lawful fee and charges in connection with the approval of the transfer, rental, or sale of a Unit, not to exceed the maximum amount allowed by law.

U. Adopting hurricane shutter and window specifications for the Condominium building, which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board.

6.2 Discharge of Duty. A director shall discharge his or her duties as a director, including his or her duties as a member of a committee: (a) In good faith; (b) With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and (c) In a manner he or she reasonably believes to be in the best interests of the Association. In discharging his or her duties, a director may rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:

A. One or more officers or employees of the Association whom the director reasonably believes to be reliable and competent in the matters presented;

B. Legal counsel, public accountants, or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or

C. A committee of the Board of Directors of which he or she is not a member if the Director reasonably believes the committee merits confidence.

A director is not acting in good faith if he or she has knowledge concerning the matter in question that makes reliance otherwise permitted above unwarranted. A director is not liable for any action taken as a director, or any failure to take any action, if he or she performed the duties of his or her office in compliance with this Article 6.2.

7. OFFICERS.

7.1 Executive Officers. The executive officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer (all of whom must be directors). The Board of Directors may also elect or appoint such other officers, including one or more Vice Presidents, one or more assistant secretaries, and one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except that the President may not also serve as the Secretary or Treasurer.

7.2 Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any duly-noticed meeting of the Board of Directors. Each officer shall hold office (barring resignation, disqualification, or death) until his or her successors shall have been duly elected and shall have qualified, or until removed as provided elsewhere herein.

7.3 Removal. All officers and assistant officers serve at the pleasure of the Board of Directors. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed, as they existed during the time that the person was an officer.

7.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

7.5 President. The President shall be the chief executive officer of the Association and shall in general supervise and control all the business and affairs of the Association, subject to the advice and consent of the Board of Directors. He shall preside at all meetings of the Members and of the Board of Directors and shall execute any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized

to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Association; and, in general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

7.6 Vice President. In the absence or disability of the President, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in the order of their election), shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as, from time to time, may be assigned to him by the President or by the Board of Directors.

7.7 Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositaries as shall be selected in accordance with the provisions of these Bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. The Treasurer shall attend to the keeping of the books of the Association in accordance with good, generally accepted accounting practices. The Board of Directors may delegate to its managing agent or agents such duties of the Treasurer as it deems appropriate from time to time.

7.8 Secretary. The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records and of the Seal of the Association and see that the Seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its Seal is duly authorized in accordance with the provision of these Bylaws; keep a register of the post office address of each Member which shall be furnished to the Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. The Board of Directors may delegate to its managing agent or agents such duties of the Secretary as it deems appropriate from time to time.

7.9 Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or Secretary, or by the President or the Board of Directors.

7.10 Compensation. Officers and assistant officers of the Association shall not receive any compensation for acting as such. Officers shall be entitled to reimbursement of expenses reasonably incurred.

8. COMMITTEES.

8.1 Committees of Members. The Board of Directors, by resolution adopted by a Majority of the directors present in person or by proxy at a duly noticed board meeting, may designate one or more committees, each of which may consist of two or more members, which committees, to the extent provided in said resolution, may have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed by law.

8.2 Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a Majority of the

directors present at a Board meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Members or spouses of Members of the Association, and the Board of Directors shall appoint the members thereof.

8.3 Term of Office. Each member of a committee shall continue as such until the next annual meeting of the members of the Association and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee by the person or persons authorized to appoint such member, or unless such member shall cease to qualify as a member thereof.

8.4 Chairman. One member of each committee shall be appointed Chairman by the person or persons authorized to appoint the members thereof.

8.5 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

8.6 Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a Majority of the whole committee shall constitute a quorum and the act of a Majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

8.7 Rules. Except for meetings of committees to take final action on behalf of the Board or to make recommendations to the Board of Directors regarding the Association's budget, all committees are exempt from the procedural and other requirements of the Condominium Act and these Bylaws. Each committee may adopt rules for its own government not inconsistent with rules adopted by the Board of Directors for such committees.

8.8 Reports and Action. Every committee appointed by the Board of Directors shall report its findings to the Board of Directors. A committee may not take action on behalf of the Association unless the Board of Directors adopts a written resolution specifically empowering the committee to take such action.

8.9 Standing Committees. The Board of Directors may appoint and disband such standing committees or ad hoc committees as it deems necessary from time to time.

8.10 Removal, Resignation and Vacancies. Any committee member may be removed from office by the Board of Directors at any time with or without cause. Any member of a committee may resign therefrom by providing written notification of such resignation to the President of the Association, and any such resignation shall become effective immediately upon receipt by the President of such written notification or at such later date as may be specified in the notification. Any vacancy occurring in the membership of any committee or any position on any committee to be filled by reason of an increase in the number of members of a committee shall be filled by the Board of Directors.

8.11 Regular Meetings. Regular meetings of each standing committee shall be held at such times as are determined by the chairman of the committee. There shall be no regular meetings of an ad hoc committee unless established by the chairman of said committee.

9. CONTRACTS, CHECKS, DEPOSITS AND FUNDS.

9.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and

deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

9.2 Checks, Drafts, Etc. All checks, drafts or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board of Directors.

9.3 Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

9.4 Financial Reporting. Within ninety (90) days after the end of a fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year, which includes a summary of the reserves and information as to whether they are being fully funded and if not a statement of the assessments which would be needed to bring them up to full funding. Within twenty-one (21) days after the financial report is completed by the Association or received by the Association from a third party, the Association shall mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, or hand-deliver to each Member, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand-delivered to the Member, without charge, upon receipt of a written request from the Member. Financial statements, whether it is a report of cash receipts and expenditures, a compiled financial statement, a reviewed financial statement or an audited financial statement, shall be based on the Association's total annual revenues as provided in Section 718.111(13), Florida Statutes. The Board of Directors may elect to provide a greater level of financial review than required by the Condominium Act. As provided in Section 718.111(13)(c), Florida Statutes, the Members may vote to reduce the level of financial reporting required by statute. Such a meeting and approval must occur prior to the end of the fiscal year and is effective only for the fiscal year in which such vote is taken and the following fiscal year.

9.5 Competitive Bids. Pursuant to Section 718.3026(1), Florida Statutes, the Association shall obtain competitive bids for a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, that exceeds five percent (5%) of the total annual budget of the Association, including reserves. The Association shall not be required to accept the lowest bid. The requirements of this Article shall not limit the ability of an Association to obtain needed products and services in an emergency and this Article shall not apply if the business entity with which the Association desires to enter into a contract is the only source of supply within the county serving the Association. The exceptions of Section 718.3026(2), Florida Statutes shall apply.

9.6 Official Records. The official records of the Association shall be available for the inspection and copying of the Association's Unit Owners and their designated representatives in the manner provided in Section 718.111(12), Florida Statutes. The Association's Board of Directors may adopt reasonable rules regulating such inspection and copying.

10. FISCAL MANAGEMENT.

10.1 Budget.

A. Board Adopts Annual Budget. The Board of Directors shall adopt, and may amend from time to time as necessary, an annual budget for each fiscal year. 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 ("D&O") and other 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.

B. Reserves. The proposed budget shall include reserves per Section 718.112(2)(f)2, Florida Statutes, 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 a Majority of the Voting Interests present at a duly-called membership meeting of the Association.

C. Contingencies. The budget may contain a reasonable allowance for contingencies and provide funds for all operating expenses previously incurred.

D. Amended Budget. If at any time it appears that the budget may be 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 10.2 hereof.

10.2 Transmittal of Budget. A copy of the proposed annual budget or amended annual budget shall be mailed, emailed or hand-delivered to the Unit Owners not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be adopted together with a notice and agenda of the Board meeting.

10.3 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 of Directors, and shall become due on the first day of each month and/or the first day of each quarter in advance unless otherwise determined by the Board. 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.

10.4 Special Assessments. The Board of Directors may levy one or more special assessments as necessary and appropriate to pay the expenses of the Association. Notice of the Board meeting at which such special assessments will be considered shall be posted and transmitted to each Unit Owner as provided in Article 5.7 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.

10.5 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.

10.6 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 or deed in lieu of foreclosure, such mortgagee and its successors and assigns shall only be liable for such Unit's assessments, charges, or share of the common expenses which became due prior to acquisition of title as provided in the Florida Condominium Act.

10.7 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 fees for collection, including appeals, shall be secured by a continuing lien upon the Unit.

10.8 Lien for Charges. Unpaid charges due to the Association together with costs, interest, late fees, and reasonable attorney 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.

10.9 Collection — Interest; Administrative Late Fee; Application of Payments. Assessments or charges paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten days shall bear interest at the highest rate permitted by law (currently, 18%) 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 maximum amount permissible by law (currently, the greater of \$25 or 5% of each installment of the assessment for which payment is late). The Association may also accelerate all assessments or charges which are accrued, but not yet due, in the manner provided by law. Payments received are first applied to interest, then to any late fee, then to any costs and collection expenses, then to any reasonable attorney fees incurred, and then to the oldest assessment due. Except as otherwise provided in the Florida Condominium Act, no lien may be filed by the Association against a Condominium Unit until thirty (30) days after the date on which a notice of intent to file a lien has been delivered to the Owner pursuant to Section 718.121(4), Florida Statutes.

10.10 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 fees, incurred before trial, at trial, and on appeal. 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.

10.11 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.

10.12 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, if invested, may be invested in low-risk investments. Withdrawal of money from those accounts shall be only by checks, autopay (EFT) or other withdrawal instruments signed by those persons as are authorized by the Board of Directors.

10.13 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, 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, 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.

10.14 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, 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.

10.15 Suspension of Use Rights. In the event that a Unit Owner is delinquent for more than ninety (90) days in paying a monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid, the rights of a Unit Owner and such Unit Owner's occupant, licensee, tenant, guest or invitee to use the common elements, common facilities or any other Association property. The suspensions imposed apply to a Member and, when appropriate, the Member's tenants, guests, or invitees, even if the delinquency or failure that resulted in the suspension arose from less than all of the multiple Units owned by the Member.

11. AMENDMENTS TO BYLAWS

11.1 Notice and Proposal. Notice of the subject matter or proposed amendments shall be included in or with the notice of the membership meeting at which the amendment will be considered. An amendment to the Bylaws may be proposed by the Board of Directors or by at least twenty percent (20%) of the Association's Voting Interests. Upon an amendment to the Bylaws being properly proposed, such proposed amendment shall be transmitted to the President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the Members of the Association for a date not sooner than fourteen (14) days nor later than sixty (60) days from receipt of the proposed amendment. It shall be the duty of the Secretary to give to each Member proper and timely notice of such a membership meeting in the manner provided for in the Bylaws.

11.2 Approval of Amendments. An amendment to the Bylaws shall be adopted upon the affirmative approval of at least a two-thirds (2/3rds) of the total Voting Interests of the Association. Members not present, in person or by proxy, at the membership meeting considering the amendment may express their approval in writing, provided that such written approval is delivered to the Association Secretary or Manager prior to or at the membership meeting.

11.3 Automatic Amendment. These Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration or the Articles of Incorporation. Whenever Chapter 718, Florida Statutes, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations are subsequently 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 of the Board at a Board Meeting, amendments to these Bylaws as the Board deems necessary to comply with such subsequent changes as may be enacted by future amendments to

Chapters 607, 617, and 718 of the Florida Statutes, or such other statutes or administrative regulations as required for the operation of the Association.

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

11.5 Limitation on Amendment. 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 amendment is approved by 100% of the Unit Owners and 100% of the record owners of the mortgages on such Units.

11.6 Certificate of Amendment. A copy of each amendment to the Bylaws shall be recorded in the Public Records of Sarasota County, Florida, along with a certificate of amendment executed by the appropriate officers of the Association attesting that the amendment has been lawfully adopted.

12. DISPUTE RESOLUTION.

12.1 Mandatory Arbitration. If unresolved, disputes between the Board and Unit Owners as defined in Section 718.1255(1), Florida Statutes, 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.

12.2 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 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 is only obligated to respond to one (1) 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 to Directors prior to the institution of litigation, (including but not limited to arbitration) and the parties shall be allowed a period of 30 days in which to resolve the grievance.

12.3 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.

13. FINES AND SUSPENSIONS.

13.1 Fines. The Association may levy reasonable fines for the failure of the Owner of the Unit or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Association Bylaws, or reasonable rules of the Association. A fine may not become a lien against a Unit. A fine may be levied by the Board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee as provided below. However, the fine may not exceed \$100 per violation, or \$1,000 in the aggregate.

13.2 Suspensions. The Association may suspend, for a reasonable period of time, the right of a Unit Owner, or a Unit Owner's tenant, guest, or invitee, to use the Common Elements, common facilities, or any other Association Property for failure to comply with any provision of the Declaration, the Association Bylaws, or reasonable rules of the Association. This Article 13.2 does not apply to Limited Common Elements intended to be used only by that Unit, Common Elements needed to access the Unit, utility services provided to the Unit, parking spaces, or elevators. The suspension permitted herein apply to a Member and, when appropriate, the Member's tenants, guests, or invitees, even if the failure that resulted in the suspension arose from less than all of the multiple Units owned by a Member.

13.3 Procedure. A fine or suspension levied by the Board may not be imposed unless the Board first provides at least fourteen (14) days' written notice to the Unit Owner and, if applicable, any occupant, licensee, or invitee of the Unit Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the committee does not approve the proposed fine or suspend by Majority vote, the fine or suspension may not be imposed. If the fine or suspension is approved by the committee, the fine payment is due five (5) days after the date of the committee meeting at which the fine is approved. The Association shall provide written notice of such fine or suspension by mail or hand delivery to the Unit Owner and, if applicable, to any tenant, licensee, or invitee of the Unit Owner.

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

14.1 Definitions and Interpretation. Terms used in the Bylaws shall have the same meaning as defined in the Declaration or the Condominium Act. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation, and the Rules and Regulations. The Board of Directors' interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable shall conclusively establish the validity of such interpretation.

14.2 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 documents shall control in the following order: (1) Declaration, (2) Articles of Incorporation, (3) Bylaws, and (4) Rules and Regulations.

14.3 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.

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

14.5 Headings. The headings of paragraphs or sections herein are for convenience purposes only, and shall not be used to alter or interpret the provisions therein.